ORACLE

Oracle Responsys Professional Services Descriptions

Effective Date: 13-MAR-2025

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Professional Services Delivery Policies

THE ORACLE PROFESSIONAL SERVICES DELIVERY POLICIES ("POLICIES") AVAILABLE AT HTTP://WWW.ORACLE.COM/CONTRACTS APPLY TO ALL PROFESSIONAL SERVICES IN YOUR ORDER.

ORACLE'S PROFESSIONAL SERVICES DELIVERY POLICIES ARE SUBJECT TO CHANGE, BUT SUCH CHANGES WILL NOT MATERIALLY REDUCE THE LEVEL OF PERFORMANCE, FUNCTIONALITY, SECURITY OR AVAILABILITY FOR THE SERVICES FOR THE DURATION OF YOUR ORDER.

NORTH AMERICA (NA) SKU DESCRIPTIONS

RESPONSYS IMPLEMENTATION SERVICES

Responsys Elementary Smart Start Implementation Service
Part #B90805 (NA Only)

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of three (3) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to two hundred fifteen (215) hours for the following services related to Your Oracle Responsys ("Responsys") Elementary Smart Start implementation for one (1) Brand (the "Services"):

   A. <u>Kick Off and Account Provisioning Activities</u>.
      1. Conduct one (1) kickoff session ("Kickoff"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
         a. Discuss the Services,
         b. Discuss Your roles and responsibilities,
         c. Discuss Your pre-requisites,
         d. Provide You with a discovery questionnaire document ("Discovery Questionnaire"),
         e. Work with You to create a document that specifies the project tasks, owners, and due dates ("Project Plan"),
         f. Plan and schedule Oracle resources,
         g. Document and track project issues and requests for changes and conduct project status calls with Your project manager, and
         h. Document which one (1) of the two (2) implementation types from Section 1.E that You want Oracle to perform,
            i. Email Channel Implementation, or
            ii. Short Message Service ("SMS") Channel Implementation.
      2. Conduct one (1) account setup session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to:
         a. Provide You with a discovery questionnaire document ("Discovery Questionnaire"),
         b. Provide You with instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
         c. Assist You with determining Your client hosted reply-to address and automatic reply-to processing,
         d. Provide You with a document describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
         e. Assist You with configuring Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys.
   B. <u>Strategic Activities.</u>
      1. Conduct one (1) strategic roadmap workshop ("Strategic Workshop"), up to four (4) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
         a. Review Your completed Discovery Questionnaire,
         b. Provide guidance on Your implementation based on Your technical details and Your strategic objectives,
         c. Evaluate Your use cases, as provided in the Discovery Questionnaire, and
         d. Discuss Your targeting and email personalization requirements.

2. Work with You to create a Strategic Roadmap document ("Strategic Roadmap") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop.
3. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to present and discuss your Strategic Roadmap.

C. <u>Data Management Activities.</u>
1. Conduct one (1) workshop session, up to four (4) hours in duration, that may be attended by up to twelve (12) of Your participants to:
   a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
   b. Identify Your contact list's primary data key, and
   c. Work with You to create a document that describes Oracle's understanding of Your use cases and the recommended account configuration to facilitate Your use cases ("Functional Specification Document").
2. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to:
   a. Review Your Functional Specification Document, and
   b. Mutually agree upon any changes required to Your Functional Specification Document.
3. Complete one (1) revision of Your Functional Specification Document, if applicable.
4. If applicable, conduct one (1) web conference session, up to thirty (30) minutes in duration, that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document.
5. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to assist as You create the following tables ("In-Scope Tables"):
   a. One (1) master contacts list table,
   b. One (1) profile extension table, and
   c. One (1) supplemental table.
6. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to provide You assistance as You create and schedule up to three (3) of the following Responsys Connect jobs to import data into Your In-Scope Tables:
   a. One (1) master list connect job,
   b. One (1) profile extension connect job, and
   c. One (1) supplemental table connect job.
7. Activate one (1) Responsys contact event data connect export feed and provide You with instructions for file location retrieval.
8. Provide You with a document containing Responsys's standard contact event data end user documentation.

D. <u>Marketing Setup Activities.</u>
1. Conduct one (1) workshop, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You as You perform the following configuration tasks in the Responsys Personalization Language ("RPL"):
   a. Clickthrough,
   b. Form Call for web version and unsubscribe,
   c. 'If' and 'Else' expressions, including:
      i. 'Greater than',
      ii. 'Less than',
      iii. 'Equals to',

        iv. 'Not equal to',

        v. 'and', and

        vi. 'or' expressions,

    d. 'Include' expression, and

    e. Perform standard RPL formatting, including text and date formatting.

2. Build an Oracle predefined 'Welcome' program.

3. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to present an overview of Your 'Welcome' program.

4. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to assist You in configuring one (1) standard hosted form.

E. <u>Channel Implementation Activities.</u>

Oracle will perform one (1) of the following implementations for one (1) channel as documented in the Project Plan:

1. <u>Email Channel Implementation</u>.

    a. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol address ("the Responsys IP Address"),

    b. Review Your current mailing list, programs and practices,

    c. Identify the daily sending volumes on the Responsys IP Address,

    d. Review Your internet service provider ("ISP") thresholds for inbox delivery,

    e. Review the following key deliverability metrics (collectively "Deliverability Metrics"),

        i. Current hard bounce rates,

        ii. Current soft bounce rates,

        iii. Audience response, and

        iv. Current complaint rates,

    f. Based on the activities described in Sections 1.E.1.a-e above, create a plan to "warm-up" the Responsys IP address and increase campaign activity to full email sending volume ("Warm-Up Plan"),

    g. Conduct one (1) web conference session, up to thirty (30) minutes in duration, that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails,

    h. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to configure one (1) warm-up campaign to send to the following receiving domains, as described in the Warm-Up Plan,

        i. Yahoo,

        ii. MSN,

        iii. Gmail,

        iv. AOL, or

        v. One secondary ISP,

    i. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to provide assistance as You configure a data intergration process using the Responsys Connect module, required to load Your Warm-Up email contacts into Your Responsys Master Contacts list as defined in the Warm-Up Plan, and

    j. Conduct up to three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan.

2. <u>SMS Channel Implementation</u>.

a. Provide a document for You to complete containing Your SMS requirements ("Requirements Document"),
b. Conduct one (1) webinar, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to discuss:
    i. Your Services, roles and responsibilities,
    ii. Pre-requisites required of You by Oracle, and
    iii. Your Requirements Document,
c. Assist You with completing Your Carrier Approval Form ("CAF") documentation,
d. Create the following programs ("Response Handlers") in Responsys:
    i. One (1) welcome keyword message ("Opt-In") Response Handler,
    ii. One (1) stop keyword message ("Opt-Out") Response Handler,
    iii. One (1) help ("Help") Response Handler, and
    iv. One (1) invalid ("Invalid") Response Handler,
e. Based on the specifications contained within the Requirements Document as completed by You, Oracle will either:
    i. Modify an existing Responsys Contacts List to enable SMS messaging, or
    ii. Create a new mobile-only Responsys Contacts List to enable SMS messaging,
f. Create one (1) mobile Profile Extension Table ("PET") that holds mobile-specific data,
g. Conduct one (1) webinar, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to review Your compliance messaging and data model,
h. Configure the short Uniform Resource Locator ("URL") within Your Responsys account,
i. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature, and
j. Provide up to eight (8) hours of assistance with the following activities:
    i. Review Your SMS programs and SMS campaigns created by You,
    ii. Assist You to setup "link tables" for Your SMS campaigns, and
    iii. Assist You to utilize the Responsys short URL feature.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
    1. Provide Your project goals and objectives.
    2. Prior to the Kickoff session, determine whether You want Oracle to perform an Email Channel Implementation or a SMS Channel Implementation as described in Section 1.E.
    3. Provide guidelines for the use of Your Brand.
    4. Provide a completed Discovery Questionnaire to Oracle.
    5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the Project Plan.

6. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
7. Procure a short URL domain for use with the Responsys short URL feature and delegate such short URL domain to Oracle.
8. If Part #B85642 was purchased at the same time as this Part #B90805, provide up to two (2) weeks' notice for the scheduling of any onsite Services.

B. <u>Project Assumptions</u>.
1. All Services will be performed by Oracle remotely, (and/or onsite at Your facility if Part #B85642 was purchased at the same time as this Part #B90805, and if requested by You and as mutually agreed to by You and Oracle).
2. All Services will be performed in English, except as otherwise mutually agreed upon.
3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
7. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

5. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Universal Smart Start Implementation Service

Part #B90807 (NA Only)

1. <u>Description of Services.</u> From the Consulting/Professional Services Start Date until the expiration of 9 (nine) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to three hundred thirty-three (333) hours for the following services related to Your Oracle Responsys ("Responsys") Universal Smart Start implementation for one (1) Brand (the "Services"):

   A. <u>Kick Off and Account Provisioning Activities</u>.
      1. Conduct one (1) kickoff session ("Kickoff"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
         a. Discuss the Services,
         b. Discuss Your roles and responsibilities,
         c. Discuss Your pre-requisites,
         d. Provide You with a discovery questionnaire document ("Discovery Questionnaire"),
         e. Work with You to create a document that specifies the project tasks, owners, and due dates ("Project Plan"),
         f. Plan and schedule Oracle resources,
         g. Document and track project issues and requests for change, and conduct project status calls with Your project manager, and
         h. Document which two (2) of the following implementation types that You want Oracle to perform:
            i. Email Channel Implementation,
            ii. Short Message Service ("SMS") Channel Implementation, and/or
            iii. Push Channel Implementation; and
      2. Conduct one (1) account setup session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to:
         a. Provide You with instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
         b. Assist You with determining Your client hosted reply-to address and automatic reply-to processing,
         c. Provide You with a document describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
         d. Assist You with configuring Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys.
   B. <u>Strategic Activities</u>.
      1. Conduct one (1) strategic roadmap workshop ("Strategic Workshop"), up to six (6) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
         a. Review Your completed Discovery Questionnaire,
         b. Provide guidance on Your implementation based on Your technical details and Your strategic objectives,
         c. Evaluate Your use cases, as provided in Discovery Questionnaire, and
         d. Discuss Your targeting and email personalization requirements;
      2. Work with You to create a Strategic Roadmap document ("Strategic Roadmap") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop; and

3. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to present and discuss your Strategic Roadmap.

C. <u>Data Management Activities</u>.
1. Conduct one (1) workshop session, up to six (6) hours in duration, that may be attended by up to twelve (12) of Your participants to:
    a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
    b. Identify Your contact list's primary data key, and
    c. Work with You to create a document that describes Oracle's understanding of Your use cases and the recommended account configuration to facilitate Your use cases ("Functional Specification Document").
2. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to:
    a. Review Your Functional Specification Document, and
    b. Mutually agree upon any changes required to Your Functional Specification Document.
3. Complete one (1) revision of Your Functional Specification Document; if applicable;
4. If applicable conduct one (1) web conference session, up to thirty (30) minutes in duration, that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document,
5. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to assist as You create the following tables ("In-Scope Tables"):
    a. One (1) master contacts list table,
    b. One (1) profile extension table, and
    c. One (1) supplemental table.
6. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to provide You assistance as You create and schedule up to three (3) of the following Responsys Connect jobs to import data into Your In-Scope Tables:
    a. One (1) master list connect job,
    b. One (1) profile extension connect job, and
    c. One (1) supplemental table connect job.
7. Activate one (1) Responsys contact event data connect export feed and provide You with instructions for file location retrieval,
8. Provide You with a document containing Responsys's standard contact event data end user documentation,
9. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to:
    a. Provide and review one (1) Responsys application programming interface ("API") user guide,
    b. Configure one (1) API user account from Your primary Responsys account,
    c. Provide and review one (1) document containing API web services description language ("WSDL"), and
    d. Review the performance of the following Responsys API tasks:
        i.   Authenticate and establish session,
        ii. Add contact to list,
        iii. Trigger message, and
        iv. Close session.

10. Provide assistance with the following activities to configure up to four (4) triggered email campaigns (e.g., welcome, order confirmation, shipping confirmation, password reset, etc.):
    a. Campaign dashboard configuration,
    b. Load Your creative assets, and
    c. Test Your campaign launch;
11. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to provide an overview of structured query language ("SQL") views and the usage of this functionality within Responsys,
12. Create up to two (2) SQL views based on Your requirements as documented in the Functional Specification Document to output data for use within a campaign as either personalization or segmentation as follows:
    a. One (1) SQL view using up to two (2) table joins, and/or
    b. One (1) SQL view using up to three (3) table joins.
D. <u>Marketing Setup Activities</u>.
1. Conduct one (1) workshop, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You as You perform the following configuration tasks in the Responsys Personalization Language ("RPL"):
    a. Clickthrough,
    b. Form Call for web version and unsubscribe,
    c. 'If' and 'Else' expressions, including:
        i. 'Greater than',
        ii. 'Less than',
        iii. 'Equals to',
        iv. 'Not equal to',
        v. 'and', and
        vi. 'or' expressions,
        vii. 'Include' expression, and
    d. Perform standard RPL formatting, including text and date formatting.
2. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to assist You as You perform the following configuration tasks in the RPL:
    a. Data Directive expression, and
    b. Data Driven Dynamic Content.
3. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to provide recommendations on how to code in the RPL,
4. Build an Oracle predefined 'Welcome' program,
5. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to present an overview of the 'Welcome' program,
6. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You in configuring one (1) standard hosted form.
E. <u>Channel Implementation Activities</u>. Oracle will perform two of the following implementations for up to two (2) channels as documented in the Project Plan:
1. <u>Email Channel Implementation</u>.
    a. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol address ("the Responsys IP Address"),
    b. Review Your current mailing list, programs and practices,
    c. Identify the daily sending volumes on the Responsys IP Address,

d. Review Your internet service provider ("ISP") thresholds for inbox delivery,
e. Review the following key deliverability metrics (collectively "Deliverability Metrics"):
   i. Current hard bounce rates,
   ii. Current soft bounce rates,
   iii. Audience response, and
   iv. Current complaint rates.
f. Based on the activities described in Sections 1.E.1.a-e above, create a plan to "warm-up" the Responsys IP address and increase campaign activity to full email sending volume ("Warm-Up Plan"),
g. Conduct one (1) web conference session, up to thirty (30) minutes in duration, that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails, and
h. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You as You configure one (1) warm-up campaign to send to the following receiving domains, as described in the Warm-Up Plan:
   i. Yahoo,
   ii. MSN,
   iii. Gmail,
   iv. AOL, or
   v. One secondary ISP;
i. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to provide assistance as You configure a data intergration process using the Responsys Connect module, required to load Your Warm-Up email contacts into Your Responsys Master Contacts list as defined in the Warm-Up Plan,
j. Conduct up to three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan.

2. <u>SMS Channel Implementation</u>.
a. Provide a document for You to complete containing Your SMS requirements ("Requirements Document"),
b. Conduct one (1) webinar, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to discuss:
   i. Your Services, roles and responsibilities,
   ii. Pre-requisites required of You by Oracle, and
   iii. Your Requirements Document.
c. Assist You with completing Your Carrier Approval Form ("CAF") documentation,
d. Create the following programs ("Response Handlers") in Responsys:
   i. One (1) welcome keyword message ("Opt-In") Response Handler,
   ii. One (1) stop keyword message ("Opt-Out") Response Handler,
   iii. One (1) help ("Help") Response Handler, and
   iv. One (1) invalid ("Invalid") Response Handler.
e. Based on the specifications contained within the Requirements Document as completed by You, Oracle will either:
   i. Modify an existing Responsys Contacts List to enable SMS messaging, or
   ii. Create a new mobile-only Responsys Contacts List to enable SMS messaging.
f. Create one (1) mobile Profile Extension Table ("PET") that holds mobile-specific data,

g. Conduct one (1) webinar, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to review Your compliance messaging and data model,

h. Configure the short Uniform Resource Locator ("URL") within Your Responsys account,

i. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature, and

j. Provide up to eight (8) hours of assistance with the following activities:
   i. Reviewing SMS programs and SMS campaigns created by You,
   ii. Assisting You to setup "link tables" for Your SMS campaigns, and
   iii. Assisting You to utilize the Responsys short URL feature.

3. Push Channel Implementation.
   a. Set up one (1) developer login to the Mobile App Developer Console,
   b. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to:
      i. Provide an overview of the Responsys Mobile Software Development Kit ("Push SDK") that collects data from your mobile application ("Mobile App") and uploads the data into Responsys, and
      ii. Create one (1) list of contacts for Your Mobile App in Responsys ("App Channel List");
   c. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to create one (1) standard Push message Responsys campaign and one (1) standard Push message Responsys program; and
   d. Assist You with Your user acceptance testing ("UAT") of the Push Channel feature within Responsys.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
   1. Provide Your project goals and objectives.
   2. Prior to the Kickoff session, determine whether You want Oracle to perform an Email Channel Implementation, a SMS Channel Implementation, or a Push Channel Implementation as described in Section 1.E.
   3. Provide guidelines for the use of Your Brand.
   4. Provide a completed Discovery Questionnaire to Oracle.
   5. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
   6. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   7. Procure a short URL domain for use with the Responsys short URL feature and delegate such short URL domain to Oracle.

8. Ensure that Your Mobile App is able to successfully capture user identifier data using Push SDK (e.g., email, phone number or customer ID), and provide this user identifier data to Oracle.
9. Create application instances for Your Mobile App in the Responsys Mobile App Developer Console.
10. If Part #B85642 was purchased at the same time as this Part #90807, provide up to two (2) weeks' notice for the scheduling of any onsite Services.

B. Assumptions.
1. All Services will be performed by Oracle remotely, (and/or onsite at Your facility if Part #B85642 was purchased at the same time as this Part #90807, and if requested by You and as mutually agreed to by You and Oracle).
2. All Services will be performed in English, except as otherwise mutually agreed upon.
3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
7. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

5. Resource Costs. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Enterprise Smart Start Implementation Service

Part #B90809 (NA Only)

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of twelve (12) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to four hundred forty (440) hours for the following services related to Your Oracle Responsys ("Responsys") Enterprise Smart Start implementation for one (1) Brand (the "Services"):

   A. <u>Kick Off and Account Provisioning Activities.</u>
      1. Conduct one (1) kickoff session ("Kickoff"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
         a. Discuss the Services,
         b. Discuss Your roles and responsibilities,
         c. Discuss Your pre-requisites,
         d. Provide You with a discovery questionnaire document ("Discovery Questionnaire"),
         e. Work with You to create a document that specifies the project tasks, owners, and due dates ("Project Plan"),
         f. Plan and schedule Oracle resources, and
         g. Document and track project issues and requests for change, and conduct project status calls with Your project manager.
      2. Conduct one (1) account setup session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to:
         a. Provide You with instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
         b. Assist You with determining Your client hosted reply-to address and automatic reply-to processing,
         c. Provide You with a document describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
         d. Assist You with configuring Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys.
   B. <u>Strategic Activities</u>.
      1. Conduct up to two (2) strategic roadmap workshops ("Strategic Workshops") up to five (5) hours each in duration that may be attended by up to twelve (12) of Your participants to assist You to:
         a. Review Your completed Discovery Questionnaire,
         b. Provide guidance on Your implementation based on Your technical details and Your strategic objectives,
         c. Evaluate Your use cases as provided in the Discovery Questionnaire, and
         d. Discuss Your targeting and email personalization requirements.
      2. Work with You to create a Strategic Roadmap document ("Strategic Roadmap") comprised of the strategic requirements and recommendations discussed during the Strategic Workshops.
      3. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to present and discuss your Strategic Roadmap.
   C. <u>Data Management Activities</u>.
      1. Conduct up to two (2) workshop sessions, up to six (6) hours each in duration, that may be attended by up to twelve (12) of Your participants to:

a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
b. Identify Your contact list's primary data key, and
c. Work with You to create a document that describes Oracle's understanding of Your use cases and the recommended account configuration to facilitate Your use cases ("Functional Specification Document").

2. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to:
   a. Review Your Functional Specification Document, and
   b. Mutually agree upon any changes required to Your Functional Specification Document.
3. Complete one (1) revision of Your Functional Specification Document if applicable.
4. If applicable conduct one (1) web conference session, up to thirty (30) minutes in duration, that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document.
5. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to assist You as You create the following tables ("In-Scope Tables"):
   a. One (1) master contacts list table,
   b. One (1) profile extension table, and
   c. One (1) supplemental table.
6. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to provide You assistance as You create and schedule up to three (3) of the following Responsys Connect jobs to import data into Your In-Scope Tables:
   a. One (1) master list connect job,
   b. One (1) profile extension connect job, and
   c. One (1) supplemental table connect job.
7. Activate one (1) Responsys contact event data connect export feed and provide You with instructions for file location retrieval.
8. Provide You with a document containing Responsys's standard contact event data end user documentation.
9. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to:
   a. Provide and review one (1) Responsys application programming interface ("API") user guide,
   b. Configure one (1) API user account from Your primary Responsys account,
   c. Provide and review one (1) document containing API web services description language ("WSDL"), and
   d. Review the performance of the following Responsys API tasks:
      i. Authenticate and establish session,
      ii. Add contact to list,
      iii. Trigger message, and
      iv. Close session.
10. Provide assistance with the following activities to configure up to four (4) triggered email campaigns (e.g., welcome, order confirmation, shipping confirmation, password reset, etc.):
    a. Campaign dashboard configuration,
    b. Load Your creative assets, and
    c. Test Your campaign launch.

11. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to provide an overview of structured query language ("SQL") views and the usage of this functionality within Responsys.
12. Create up to two (2) SQL views based on Your requirements as documented in the Functional Specification Document to output data for use within a campaign as either personalization or segmentation as follows:
    a. One (1) SQL view using up to two (2) table joins, and/or
    b. One (1) SQL view using up to three (3) table joins.

D. Marketing Setup Activities.
1. Conduct one (1) workshop, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You as You perform the following configuration tasks in the Responsys Personalization Language ("RPL"):
    a. Clickthrough,
    b. Form Call for web version and unsubscribe,
    c. 'If' and 'Else' expressions, including:
        i. 'Greater than',
        ii. 'Less than',
        iii. 'Equals to',
        iv. 'Not equal to',
        v. 'And',
        vi. 'Or', and
        vii. 'Include', and
    d. Perform standard RPL formatting, including text and date formatting.
2. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to six (6) of Your participants to assist You to perform the following configuration tasks in the RPL:
    a. Data Directive expression, and
    b. Data Driven Dynamic Content.
3. Configure one (1) Responsys personalization element for one (1) email campaign, defined by You using the RPL.
4. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to six (6) of Your participants to provide recommendations on how to code in the RPL.
5. Build an Oracle predefined 'Welcome' program.
6. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to present an overview of the 'Welcome' program.
7. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to assist You in configuring one (1) standard hosted form.

E. Channel Implementation Activities.
1. Email Channel Implementation.
    a. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol ("IP") address ("the Responsys IP Address"),
    b. Review Your current mailing list, programs and practices,
    c. Identify the daily sending volumes on the Responsys IP address,
    d. Review Your internet service provider ("ISP") thresholds for inbox delivery,
    e. Review the following key deliverability metrics (collectively "Deliverability Metrics"):
        i. Current hard bounce rates,
        ii. Current soft bounce rates,

        iii. Audience response, and

        iv. Current complaint rates, and

f. Based on the activities described in Sections 1.E.1.a-e above, create a plan to "warm-up" the Responsys IP address and increase campaign activity to full email sending volume ("Warm-Up Plan"),

g. Conduct one (1) web conference session, up to thirty (30) minutes in duration, that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails,

h. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to configure up to one (1) warm-up campaign to send to the following receiving domains, as described in the **Warm-Up Plan:**

        i.   Yahoo,

        ii.   MSN,

        iii. Gmail,

        iv. AOL, or

        v.   One secondary ISP, and

i. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to provide assistance as You configure a data intergration process using the Responsys Connect module, required to load Your Warm-Up email contacts into Your Responsys Master Contacts list as defined in the Warm-Up Plan, and

j. Conduct three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan.

2. <u>Short Message Service ("SMS") Channel Implementation.</u>

a. Provide a document for You to complete containing Your SMS requirements ("Requirements Document"),

b. Conduct one (1) webinar, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to discuss:

        i.   Your Services, roles and responsibilities,

        ii.   Pre-requisites required of You by Oracle, and

        iii. Your Requirements Document,

c. Assist You with completing Your Carrier Approval Form ("CAF") documentation,

d. Create the following programs ("Response Handlers") in Responsys:

        i.   One (1) welcome keyword message ("Opt-In") Response Handler,

        ii.   One (1) stop keyword message ("Opt-Out") Response Handler,

        iii. One (1) help ("Help") Response Handler, and

        iv. One (1) invalid ("Invalid") Response Handler,

e. Based on the specifications contained within the Requirements Document as completed by You, Oracle will either:

        i.   Modify an existing Responsys Contacts List to enable SMS messaging, or

        ii.   Create a new mobile-only Responsys Contacts List to enable SMS messaging,

f. Create one (1) mobile Profile Extension Table ("PET") that holds mobile-specific data,

g. Conduct one (1) webinar, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to review Your compliance messaging and data model,

h. Configure the short Uniform Resource Locator ("URL") within Your Responsys account,

i. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature, and

      j.   Provide up to eight (8) hours of assistance with the following activities:
          i.   Reviewing SMS programs and SMS campaigns created by You,
          ii.   Assisting You to setup "link tables" for Your SMS campaigns, and
          iii.   Assisting You to utilize the Responsys short URL feature.

3.   <u>Push Channel Implementation.</u>
   a.   Set up one (1) developer login to the Mobile App Developer Console,
   b.   Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to:
      i.   Provide an overview of the Responsys Mobile Software Development Kit ("Push SDK") that collects data from your mobile application ("Mobile App") and uploads the data into Responsys, and
      ii.   Create one (1) list of contacts for Your Mobile App in Responsys ("App Channel List"),
   c.   Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to create one (1) standard Push message Responsys campaign and one (1) standard Push message Responsys program, and
   d.   Provide up to sixteen (16) hours of assistance to assist You with Your user acceptance testing ("UAT") of the Push Channel feature within Responsys.

2.   <u>Unused Services.</u>
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3.   <u>Your Cooperation and Project Assumptions</u>.   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A.   <u>Your Cooperation</u>.
   1.   Provide Your project goals and objectives.
   2.   Provide guidelines for the use of Your Brand.
   3.   Ensure Your tasks are completed in the timeframe as mutually agreed upon in the Project Plan.
   4.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   5.   Procure a short URL domain for use with the Responsys short URL feature, and delegate such short URL domain to Oracle.
   6.   Provide a completed Discovery Questionnaire to Oracle.
   7.   Ensure that Your Mobile App is able to successfully capture user identifier data using the Push SDK (e.g., email, phone number, or customer ID), and provide this user identifier data to Oracle.
   8.   Create application instances for Your Mobile App in the Responsys Mobile App Developer Console.
   9.   If SKU #B85642 was purchased at the same time as this Part #B90809, provide up to two (2) weeks' notice for the scheduling of any onsite Services.

B. Project Assumptions.
   1. All Services will be performed by Oracle remotely, (and/or onsite at Your facility if SKU #B85642 was purchased at the same time as this Part #B90809, and if requested by You and as mutually agreed to by You and Oracle).
   2. All Services will be performed in English, except as otherwise mutually agreed upon.
   3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
   4. Any document or output provided by Oracle will be based on Oracle templates.
   5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
   7. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
   8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

5. Resource Costs. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Automatic Failover for Transactional Messages Implementation Service (NA Only)

Part #B86020

1. Description of Services. From the Consulting/Professional Services Start Date until the expiration of six (6) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to thirty-five (35) hours for the following remote services related to Your Oracle Responsys Cloud Service ("Responsys") Automatic Failover for Transactional Messages Implementation (the "Services"):

A. Kick Off and Account Account Enablement Activities
1. Conduct one (1) kickoff session ("Kickoff"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
   a. Discuss the Services,
   b. Discuss Your roles and responsibilities,
   c. Discuss Your pre-requisites,
   d. Plan and schedule Oracle resources, and
   e. Work with You to create a project checklist document ("Project Checklist").
   f. Provide an Oracle Service activation request document ("Oracle SAR") outlining Your required account settings for You to complete and return to Oracle.
   g. Provide You with instructions for Name Servers ("NS") record subdomain delegation for email branding, web Service user synchronization, and a Secure Sockets Layer ("SSL") certificate setup.
2. Submit Your Oracle SAR document to Oracle's provisioning team and monitor the request to have Your secondary Responsys account built and activated based on Your account configuration settings and the delegation of Your response handler subdomain.
B. Perform the following activities related to the data synchronization setup between Your primary and secondary accounts:
1. Provide up to one (1) hour to assist You with defining Your profile list unique identifier,
2. Provide up to five (5) hours to assist You with removing duplicate records from Your primary account profile list, and
3. Submit and monitor a request to Oracle's provisioning team to have the data synchronization setup to sync data between Your primary and secondary accounts.
C. Assist You in performing the following activities related to the High Available Transactional Messaging ("HATM") specific application program interface ("API") changes, and coordinate testing as follows:
1. Provide You with a HATM API Programmer's Guide and Your specific HATM API Uniform Resource Locator ("URL") that You will use to access HATM ("Endpoint"),
2. Provide one (1) sample and guidance on HATM campaign setup and personalization using data passed via the HATM API call, and
3. Coordinate failover testing with the Responsys Cloud Operations team.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Perform testing of all integrations, campaigns, automations, and associated use cases.

3. Perform the Responsys HATM and failover testing.
4. Work with Your web hosting company to delegate appropriate subdomains using NS delegation records.
5. Purchase an SSL certificate for Your delegated subdomain(s) and provide to Oracle.
6. Provide fully coded Hyper Text Markup Language ("HTML") creative assets for Your campaigns.
7. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project checklist.
8. Perform all required data synchronization.
9. Ensure that the Oracle SAR is fully completed and returned to Oracle within 5 days of delivery to You.
10. Purchase the Oracle Responsys Automatic Failover for Transactional Messages Cloud Service Setup under separate ordering document.

B. <u>Project Assumptions</u>.
1. All Services will be performed in English, except as otherwise mutually agreed upon.
2. All Services will be performed by Oracle remotely.
3. Only Standard functionality of the current Responsys version, as defined in the then current product documentation, will be utilized during the Services.
4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
5. Any document or output provided by Oracle will be based on Oracle templates.
6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
7. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Marketing Platform API Triggered Messaging Implementation Service (NA Only)

Part #B86022

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of six (6) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to forty (40) hours for the following remote services related to Your Triggered Application Programming Interface ("API") Messaging implementation Service using Your Oracle Responsys Cloud Service ("Responsys") account (the "Services"):

A. <u>Kick Off and Account Enablement Activities</u>

1. Conduct one (1) kickoff session ("Kickoff"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
   a. Discuss the Services,
   b. Discuss Your roles and responsibilities,
   c. Discuss Your pre-requisites,
   d. Plan and schedule Oracle resources, and
   e. Work with You to create a project checklist document ("Project Checklist").
   f. Provide and review the following:
      i. One (1) Responsys API user guide,
      ii. One (1) API user account from Your primary Responsys account,
      iii. One (1) document containing API web Services description language ("WSDL") and
      iv. API coding examples.
   g. Review the performance of the following Responsys API tasks:
      i. Authenticate and establish session,
      ii. Add contact to list,
      iii. Trigger message, and
      iv. Close session.
B. Provide assistance to You with Your triggered email campaign configuration within Your Responsys account, including assisting with:
   1. Configure up to four (4) triggered email campaigns (e.g., welcome, order confirmation, shipping confirmation, password reset, etc.), including:
      a. Campaign dashboard configuration,
      b. Load Your creative assets, and
      c. Test Your campaign launch ("Proof Launch").
   2. Configure up to three (3) pieces of personalization per campaign).

2. Unused Services.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. Your Cooperation.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Ensure Your tasks are completed in the timeframe as mutually agreed.
      3. Provide use cases prior to commencement of configuration.
      4. Code and test Your API triggers.
      5. Provide fully coded hypertext markup language ("HTML") creative assets for Your campaigns.
      6. Test all data integrations, campaigns, triggers and associated use cases.

7. Provide Oracle with a list of up to six (6) participants who will attend the webinar training session.

B. <u>Project Assumptions</u>.
   1. All Services will be performed in English, except as otherwise mutually agreed upon.
   2. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
   3. Custom scripts, processes or reports are out of the scope of Services.
   4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
   5. Any document or output provided by Oracle will be based on Oracle templates.
   6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   7. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
   8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager, or a primary contact who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Marketing Platform Additional Account Implementation Service (NA Only)

Part #B86023

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of six (6) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to twenty (20) hours for the following remote services related to Your Oracle Responsys Cloud Service ("Responsys") additional account implementation (the "Services"):

   A. Conduct one (1) kickoff session ("Kickoff"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to:
      1. Discuss the Services,
      2. Discuss Your roles and responsibilities,
      3. Discuss Your pre-requisites,
      4. Plan and schedule Oracle resources, and
      5. Work with You to create a project checklist document ("Project Checklist").
   B. Deliver to You the following documents for You to complete:
      1. A discovery questionnaire document ("Discovery Questionnaire"), and
      2. A document describing how to implement the Responsys conversion tracking pixel ("Pixel") on Your website(s).
   C. Provide up to two (2) hours to assist You with the following account branding activities:

1. Provide You with instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
2. Configure Your client hosted reply-to address and automatic reply-to processing,
3. Provide instructions for Pixel configuration on Your website(s),
4. Configure Your Secure Sockets Layer ("SSL") certificate,
5. Configure Your Secure Shell ("SSH2") public/private data transfer security, and
6. Configure Responsys' Standard unsubscribe form or the configuration of a branded unsubscribe form ("Standard" is defined as that functionality contained within the product documentation) for Your use.

D. Provide assistance to You with the following data management integration and automation activities:
   1. Review the following:
      a. Your completed Discovery Questionnaire,
      b. Your use cases provided in the Discovery Questionnaire, and
      c. Your targeting and email personalization requirements provided in the Discovery Questionnaire,
   2. Identify Your contact list's primary data key,
   3. Configure the following tables based on the information contained within the Discovery Questionnaire:
      a. Create one (1) master contacts list table, and
      b. Create one (1) profile extension table and one (1) supplemental table,
   4. Create and schedule one (1) Responsys Connect job to load each in-scope table outlined in 1.D.3 above,
   5. Activate one (1) contact event data connect export feed in Your Responsys account and provide You with instructions for file location retrieval, and
   6. Provide Standard contact event data end user documentation.

2. <u>Unused Services</u>.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Provide a list of up to twelve (12) participants who will attend the Kickoff at least one (1) day before the Kickoff.
      3. Ensure the Discovery Questionnaire is completed and returned within seven (7) days of the initial Kickoff.
      4. Define Your use cases and provide them to Oracle.
      5. Ensure that the Responsys conversion tracking Pixel is implemented into Your website(s).

6. Ensure that appropriate domains (or subdomains) are delegated using NS records subdomain within ten (10) days of the Kickoff.
7. Ensure that data feeds are delivered in the format agreed to by Your and Oracle's project managers as specified in Your exisiting Warm-Up Plan and ongoing data management.
8. Ensure that campaign targeting data is delivered in a one-to-one relationship with the primary key of Your master contacts list table(s).
9. Purchase an SSL certificate for Your delegated domains (or subdomains) and provide to Oracle within ten (10) days of the Kickoff.
10. Provide fully coded hypertext markup language ("HTML") creative assets for all of Your campaigns and hosted forms.
11. Test all integrations, campaigns, forms, programs and automations for Your associated use cases.
12. Ensure Your tasks are completed in the timeframe as mutually agreed in the Project Checklist.

B. Project Assumptions.
1. The Services will be performed by Oracle remotely.
2. All Services will be performed in English, except as otherwise mutually agreed upon.
3. All Services will utilize Standard Responsys functionality.
4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
5. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
7. Only Standard functionality of the current Responsys version, as defined in the then current product documentation, will be utilized during the Services.
8. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
9. Any document or output provided by Oracle will be based on Oracle templates.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Basic Push Implementation Service

Part #: B90199 (NA Only)

1. Description of Services. From the Consulting/Professional Services Start Date until the expiration of six (6) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to thirty-seven (37) hours of the following services related to Your Oracle Responsys marketing platform ("Responsys") Push Cloud Service feature ("Push") implementation (the "Services"):

A. Conduct one (1) discovery session ("Discovery Meeting"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to:
1. Discuss the Services,
2. Discuss Your roles and responsibilities,
3. Discuss Your pre-requisites,
4. Plan and schedule Oracle resources, and
5. Work with You to create a project checklist document ("Project Checklist").
B. Push Channel Implementation.
1. Set up one (1) developer login to the Mobile App Developer Console.
2. Conduct one (1) web conference session, up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to:
   a. Provide an overview of the Responsys Mobile Software Development Kit ("Push SDK") that collects data from your mobile application ("Mobile App") and uploads the data into Responsys, and
   b. Create one (1) list of contacts for Your Mobile App in Responsys ("App Channel List").
3. Conduct one (1) web conference session, up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to assist You to create one (1) standard Push message Responsys campaign and one (1) standard Push message Responsys program.
4. Provide assistance to You with Your user acceptance testing ("UAT") of Your use of the Push Channel feature within Responsys.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Ensure that your Mobile App is able to successfully capture user identifier data using the Push SDK (e.g. email, phone number, or customer ID), and provide this user identifier data to Oracle.
3. Participate in all required webinar meetings.
4. Ensure any project tasks required of You are completed in a timeframe mutually agreed upon.
5. Perform any required UAT of all integrations, campaigns, automations and associated use cases.
6. Create application instances for Your Mobile App in the Responsys Mobile App Developer Console.

7. Ensure there is an unallocated Responsys user available for the user login to be used for the developer login to the Mobile App Developer Console.

B. Project Assumptions.
1. All Services and documentation will be provided in English, except as otherwise mutually agreed upon.
2. All Services will be performed by Oracle remotely.
3. Only the Standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
4. The user identifier data provided by You will be the same across all applications and will not be changed after the Services are completed.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
7. Any document or output provided by Oracle will be based on Oracle templates.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Basic Mobile SMS Implementation Service

NOTE: This service requires a customer to already have implemented a Responsys Email channel. If no email channel has been implemented, contact your delivery manager to discuss the proper SMS implementation.

Part #: B90200 (NA Only)

1. Description of Services. From the Consulting/Professional Services Start Date until the expiration of six (6) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to forty-three (43) hours for the following services related to Your Oracle Responsys marketing platform ("Responsys") Mobile Short Message Service ("SMS") Cloud Service implementation (the "Services"):

A. Conduct one (1) discovery session ("Discovery Meeting"), up to one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to:
1. Discuss the Services,
2. Discuss Your roles and responsibilities,
3. Discuss Your pre-requisites,
4. Plan and schedule Oracle resources, and
5. Work with You to create a project checklist document ("Project Checklist").
B. Deliver to You the following documents for You to complete:

1. A discovery questionnaire that documents Your SMS requirements ("Requirements Document").
2. Provide and assist You with completing Your Carrier Approval Form ("CAF") documentation.
C. Create the following programs ("Response Handlers") in Responsys:
   1. One (1) welcome keyword message ("Opt-In") Response Handler,
   2. One (1) stop keyword message ("Opt-Out") Response Handler,
   3. One (1) help ("Help") Response Handler, and
   4. One (1) invalid ("Invalid") Response Handler.
D. Based on the specifications contained within the Requirements Document as completed by You, Oracle will either:
   1. Modify an existing Responsys Contacts List to enable SMS messaging, or
   2. Create a new mobile-only Responsys Contacts List to enable SMS messaging.
E. Create one (1) mobile Profile Extension Table ("PET") that holds mobile-specific data.
F. Conduct one (1) webinar, one (1) hour in duration, that may be attended by up to twelve (12) of Your participants to review Your compliance messaging and data model.
G. Configure the short Uniform Resource Locator ("URL") within Your Responsys account.
H. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature.
I. Provide assistance to You with the following activities:
   1. Review SMS programs and SMS campaigns created by You,
   2. Assist You to setup "link tables" for Your SMS campaigns, and
   3. Assist You to utilize the Responsys short URL feature.

2. Unused Services
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Participate in all webinar meetings.
   3. Provide Oracle with Your completed Requirements Document before the commencement of Services in 1.B above.
   4. Ensure completion and return of the below documents to Oracle before the commencement of Services in 1.I above:
      a. Vetting documents,
      b. Partner validation email,
      c. Migration letter (if Oracle determines it is applicable), and
      d. Content provider update letter (if Oracle determines it is applicable).

5. Submit Your CAF documents to the provision mobile data gateway account at the mobile service provider(s) listed in Your Requirements Document.
6. Ensure Your mobile terms and conditions are created and hosted on Your website prior to any CAF document submission.
7. If You have purchased a self-service SMS Product SKU, submit Your CAF document to the provision mobile data gateway account at the mobile servie provider(s) listed in Your Requirements Document.
8. If you have purchased a full-service SMS Product SKU, provide Your CAF document to Oracle for submission.
9. Ensure any project tasks required of You are completed in a timeframe mutually agreed upon.
10. Perform any required user acceptance testing of all integrations, campaigns, automations and associated use cases from Your previously procured Responsys Email Channel implementation.
11. Procure a short URL domain (or sub-domain).
12. Delegate Your short URL domain to Oracle.

B. Project Assumptions.
1. All Services will be performed in English, except as otherwise mutually agreed upon.
2. All Services will be performed by Oracle remotely.
3. Only the Standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
4. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
6. Any document or output provided by Oracle will be based on Oracle templates.
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

RESPONSYS TECHNICAL SERVICES (NA ONLY)

Oracle Marketing Technical Services Hours Package (NA Only)

Part # B110588

1. <u>Description of Services</u>. From the Consulting /Professional Services Start Date until the expiration of twelve (12) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to fifteen (15) hours times the number in the Quantity field in Your ordering document for this part number for the following services ("Services") related to Your Oracle Digital Agency ("ODX") Cloud platform(s). Such assistance may include any of the following tasks related to any of the ODX Cloud platforms ("Platform(s)") listed below:

   - Oracle Responsys Cloud Platform ("Responsys")
   - Oracle Eloqua Cloud Platform ("Eloqua")
   - Oracle Unity Business Intelligence Platform ("UBI")

   A. <u>Technical Services Activities</u>
      1. Scope technical activities related to Your Platform(s).
      2. Assist You with the implementation of Your new accounts or configuration of Your existing account(s) for Your Platform(s).
      3. Configure the standard functionality for Your Platform(s).
      4. Provide recommendations on the use of the standard functionality for Your Platform(s).
      5. Provide recommendations and troubleshooting assistance of Platform(s) issues identified by You.
      6. Perform Platform specific user interface ("UI") end user training, as requested by You.

   B. <u>Project Management Activities</u>
      1. Review the Services with You.
      2. Discuss Your roles and responsibilities.
      3. Discuss Your pre-requisites, if necessary for the performance of Services.
      4. Plan and schedule Oracle resources.
      5. Work with You to create a project checklist document ("Project Checklist"), if necessary for the performance of Services.
      6. Provide a point of contact for Your project(s).

2. <u>Unused Services</u>.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. <u>Your Cooperation.</u>

1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Ensure Your tasks are completed in the timeframe as mutually agreed upon and as requested by Oracle.
3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

B. <u>Project Assumptions.</u>
1. All Services will be delivered in English unless otherwise requested by You and agreed to by Oracle.
2. All Services will be performed by Oracle remotely.
3. The Services will be performed during normal business hours and days, except as otherwise mutually agreed to by You and Oracle.
4. The Services will use Standard functionality ("Standard" is defined as that functionality contained within the product documentation).
5. Any documents provided by Oracle will be in Microsoft Office format or Portable Document Format ("PDF").
6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

RESPONSYS STRATEGIC SERVICES

Responsys Monthly Strategic Marketing Service – Level 1 (NA Only)

Part #B86188

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to forty-one (41) hours times the number of months in the Quantity field in Your ordering document for this part number with the following activities related to Your Oracle Responsys ("Responsys") digital marketing efforts for Your email channel ("Services"). Such Services may include, but not limited to the following:

A.   Work with You to create a document that outlines Your strategic initiatives, priorities of the initiatives and associated timelines ("Strategic Engagement Plan"),

B.   Work with You to create a document containing recommendations of what and how to test ("Test Plan"),

C.   Perform an analysis of the Test Plan results,

D.   Work with You to create a document containing contact strategy recommendations ("Contact Strategy") for Your marketing campaigns,

E.   Perform one (1) performance review ("Performance Review") each month during the Professional Services period that includes a comparative analysis of client response rates against industry benchmarks,

F.   Remotely conduct one (1) strategic engagement web conference each month during the Professional Services periodeach of which is up to two (2) hours in duration, to provide assistance to You with issues related to the Services,

G.   Conduct one (1) remote or onsite, as agreed to by the parties, a Strategic Engagement Plan review session every three (3) months as applicable based on the Professional Services Period, and

H.   Update the Strategic Engagement Plan based on the results of the Strategic Engagement Plan review session(s).

2.   <u>Unused Services</u>.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3.   <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A.   <u>Your Cooperation</u>.
1.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2.   Make Your necessary stakeholders available as requested by Oracle.
3.   Make campaign performance data available as requested by Oracle.
4.   Ensure Your tasks are completed in the timeframe as mutually agreed upon in the Strategic Engagement Plan.
5.   Perform testing as necessary for the performance of Services.
6.   If SKU B85642 was purchased at the same time as this Part #B86188, provide up to two (2) weeks' notice for the scheduling of any onsite Services.

B.   <u>Project Assumptions</u>.
1.   All Services will be performed in English, except as otherwise mutually agreed upon.
2.   All project documents will be provided in Microsoft Office format.
3.   All Services will be performed by Oracle remotely, (and/or onsite at Your facility if SKU B85642 was purchased at the same time as this Part #B86188, and if requested by You and as mutually agreed to by You and Oracle).

4. Any document or output provided by Oracle will be based on Oracle templates (content and format).
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Monthly Strategic Marketing Service – Level 2 (NA Only)

Part #B86189

1. Description of Services. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to sixty-eight (68) hours times the number in the Quantity field in Your ordering document for this part number for the following activities related to Your Oracle Responsys ("Responsys") digital marketing efforts for Your email channel ("Services"). Such Services may include:

A. Work with You to create a document that outlines Your strategic initiatives, priorities of the initiatives and timelines associated with them across email and other online channels ("Strategic Engagement Plan"),
B. Work with You to create a document containing recommendations of what and how to test ("Test Plan"),
C. Perform an analysis of the Test Plan results when requested by You,
D. Work with You to create a document containing email contact strategy recommendations ("Contact Strategy") for Your Responsys marketing campaigns across email and up to one (1) additional digital channel,
E. Perform one (1) performance review ("Performance Review") each month during the Professional Services Period that includes a comparative analysis of Your response rates against industry benchmarks and performance trends,
F. Perform one (1) analysis of the email recency and frequency of Your subscriber file ("RF Analysis"),
G. Conduct up to one (1) remote or onsite as agreed to by the parties, a strategic engagement web conference per month during the Professional Services Period, each of which is up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to provide assistance to You with issues related to the Services,

H. Remotely conduct one (1) strategic process update web conference ("Huddle"), each of which is up to two (2) hours in duration, one (1) time per week during the Professional Services Period that may be attended by up to twelve (12) of Your participants,

I. Update the Strategic Engagement Plan based on the results of the quarterly Strategic Engagement Plan review,

J. Create behavior-driven email and cross channel segmentation strategies aligned with Your marketing goals and priorities as contained within the Strategic Engagement Plan,

K. Design and launch of marketing model(s) that may include cross channel data if available, and

L. Provide assistance with other Responsys marketing tasks as requested by You.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Make Your necessary stakeholders available as requested by Oracle.
3. Make campaign performance data available as requested by Oracle.
4. Provide Oracle with a minimum of five (5) days advance notice for the scheduling of any meetings.
5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the Strategic Engagement Plan.
6. Perform testing as necessary for the performance of Services.
7. If SKU B85642 was purchased at the same time as this Part #B86189, provide up to two (2) weeks' notice for the scheduling of any onsite Services.

B. Project Assumptions.
1. All Services will be performed in English, except as otherwise mutually agreed upon.
2. All project documents will be provided in Microsoft Office format.
3. All Services will be performed by Oracle remotely, (and/or onsite at Your facility if SKU B85642 was purchased at the same time as this Part #B86189, and if requested by You and as mutually agreed to by You and Oracle).
4. The Performance Review report will not be customized.
5. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall

not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

7. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management.</u> You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Monthly Strategic Marketing Service – Level 3 (NA Only)

Part #B86219

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of then number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up one hundred and fifteen (115) hours times the number in the Quantity field in Your ordering document for this part number with the following activities related to Your Oracle Responsys ("Responsys") digital marketing efforts for Your email channel ("Services"). Such aServices may include:

A. Work with You to create a document that outlines Your strategic initiatives, priorities of the initiatives and timelines associated with them across email and other online channels ("Strategic Engagement Plan"),

B. Work with You to create a document containing recommendations of what and how to test ("Test Plan"),

C. Perform an analysis of the Test Plan results when requested by You,

D. Work with You to create a document containing email contact strategy recommendations ("Contact Strategy") for Your Responsys marketing campaigns across email and up to two (2) additional digital channels,

E. Perform one (1) performance review ("Performance Review") each month during the Professional Services Period that includes a comparative analysis of Your response rates against industry benchmarks and performance trends,

F. Conduct up to one (1) remote or onsite as agreed to by the parties, a strategic engagement web conference per month during the Professional Services Period, each of which is up to two (2) hours in duration, that may be attended by up to twelve (12) of Your participants to provide assistance to You with issues related to the Services,

G. Remotely conduct one (1) strategic process update web conference ("Huddle"), each of which is up to two (2) hours in duration, one (1) time per week during the Professional Services Period that may be attended by up to twelve (12) of Your participants,

H. Update the Strategic Engagement Plan based on the results of the quarterly Strategic Engagement Plan review,

I. Create behavior-driven email and cross channel segmentation strategies aligned with Your marketing goals and priorities as contained within the Strategic Engagement Plan,

J. Design and launch of marketing model(s) that may include cross channel data if available, and

K.   Provide assistance with other Responsys marketing tasks as requested by You.

2.   Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3.   Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
1.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2.   Make Your necessary stakeholders available as requested by Oracle.
3.   Make campaign performance data available as requested by Oracle.
4.   Ensure Your tasks are completed in the timeframe as mutually agreed upon in the Strategic Engagement Plan.
5.   Perform testing as necessary for the performance of Services.
6.   If SKU B85642 was purchased at the same time as this Part #B86219, provide up to two (2) weeks' notice for the scheduling of any onsite Services.

B. Project Assumptions.
1.   All Services will be performed in English, except as otherwise mutually agreed upon.
2.   All project documents will be provided in Microsoft Office format.
3.   All Services will be performed by Oracle remotely, (and/or onsite at Your facility if SKU B85642 was purchased at the same time as this Part #B86219, and if requested by You and as mutually agreed to by You and Oracle).
4.   The Performance Review report will not be customized.
5.   Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
6.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
7.   Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
8.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.   Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle

shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Customer Insights Engine Monthly Service, Level 1 (NA Only)
Part #B90194

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to eighteen (18) hours times the number in the Quantity field in Your ordering document for this part number of services ("Services") related to Your Oracle Responsys Customer Insights Engine ("Data Environment") Such Services may include:

    A. Perform setup tasks for Your Data Environment,
    B. Monitor and perform maintenance tasks for Your Data Environment,
    C. Process and analyze Your Data Environment data and assign a value score to use for marketing purposes ("model rescoring"),
    D. Create a report each month during the Professional Services Period on the trending of Your model score, and/or
    E. Perform the following project management activities:
        1. Create a list of project tasks to perform the Services to be mutually agreed upon by You and Oracle,
        2. Plan and schedule Oracle resources, and
        3. Document and track project issues and requests for change.

2. <u>Unused Services</u>. The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

    A. <u>Your Cooperation</u>.
        1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        2. Make campaign performance data available as requested by Oracle.
        3. Provide any supplemental data required by Oracle in a format and location defined by Oracle.
        4. Ensure that Your Data Environment contains only Your:
            a. Master contacts list,
            b. Customer engagement data ("CED"), and
            c. Up to six (6) Profile Extension Tables ("PET"s).

5. Provide the most recent twelve (12) months of Your customer engagement data from prior email services provider ("ESP") to support any Data Environment driven model that requires engagement data if available. Such data if available shall be provided in a pre-determined format as required by Oracle. If purchase data is provided, ensure it is based on:
   a. Revenue data from the Responsys conversion pixel, or
   b. Revenue data from Your third party tracking tool.

B. Project Assumptions.
   1. All services will be performed in English, except as otherwise mutually agreed upon.
   2. All Services will be provided remotely.
   3. All project documents will be provided in Microsoft Office format.
   4. Any document or output provided by Oracle will be based on Oracle templates.
   5. Your Data Environment is only accessible by the Responsys team for the purposes of analytical work, and not directly accessible by You.
   6. Your data will be stored in the Data Environment for up to a maximum of two (2) years. Data will be removed on a monthly basis to accommodate rolling two (2) years of historical data.
   7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   8. If Your third party tool data is used:
      a. An Oracle-approved format will be used, and
      b. Your third party tool data will be provided to Oracle weekly via a PET.
   9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Customer Insights Engine Monthly Service, Level 2 (NA Only)

Part #B90195

1. Description of Services. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to twenty-five (25) hours times the number in the Quantity field in Your ordering document for this part number for the following services ("Services") related to Your Oracle Responsys Customer Insights Engine ("Data Environment"). Such Services may include:

A. Perform setup tasks for Your Data Environment,
B. Monitor and perform maintenance tasks for Your Data Environment,
C. Process and analyze Your Data Environment data and assign a value score to use for marketing purposes ("model rescoring"),
D. Create a report each month during the Professional Services Period on the trending of Your model score; and/or

E. Perform the following project management activities:
1. Create a list of project tasks to perform the Services to be mutually agreed upon by You and Oracle,
2. Plan and schedule Oracle resources, and
3. Document and track project issues and requests for change.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Make campaign performance data available as requested by Oracle.
3. Provide any supplemental data required by Oracle in a format and location defined by Oracle.
4. Ensure that Your Data Environment contains only Your:
   a. Master contacts list,
   b. Customer engagement data ("CED"), and
   c. Up to six (6) Profile Extension Tables ("PET"s).
5. Provide the most recent twelve (12) months of Your customer engagement data from prior email services provider ("ESP") to support any Data Environment driven model that requires email engagement data. Such data shall be provided in a pre-determined format as required by Oracle. If purchase data is provided, ensure it is based on:
   a. Email revenue data from the Responsys conversion pixel, or
   b. Email revenue data from Your third party tracking tool.

B. Project Assumptions.
1. All services will be performed in English, except as otherwise mutually agreed upon.
2. All Services will be provided remotely.
3. All project documents will be provided in Microsoft Office format.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Your Responsys Data Environment is only accessible by the Oracle Responsys team for the purposes of analytical work, and not directly accessible by You.
6. Your data will be stored in the Responsys Data Environment for up to a maximum of two (2) years. Data will be removed on a monthly basis to accommodate rolling two (2) years of historical data.
7. If Your third party tool data is used:
   a. An Oracle-approved format will be used, and
   b. Your third party tool data will be provided to Oracle weekly via a PET.

8. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Predictive Audience Activity Model Scoring Services (NA Only)

Product #: B90196

1. <u>Description of Services</u>. From the signature date of the ordering document until the expiration of nine (9) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to seventy eight (78) hours for the following services ("Services") related to Your Oracle Responsys marketing platform ("Responsys") for one (1) of Your brands:

   A. Provide a form for You to enter the requested information necessary for Oracle to provide the Services ("Discovery Document"),
   B. Analyze Your email subscriber activity,
   C. Identify opportunities to generate new audience selection strategies and create new, and modify existing, marketing programs,
   D. Create metrics to measure and track the level of Your email subscribers' engagement with Your email marketing program,
   E. Create audience engagement segments for email targeting,
   F. Provide model testing approach and single test execution of no more than one (1) month duration to modify Your cadence, if necessary, and validate the model,
   G. Assist You with documenting the data inputs, as determined by You, to be used in Oracle's analysis ("Business Requirements Document"),
   H. Assign a value to each of Your email subscribers included in the analysis and populate the value in Your Responsys and/or export file with scoring values one (1) time, and
   I. Conduct one (1) remote meeting up to four (4) hours in duration, which may be attended by up to twenty (20) of Your participants to review the results of Oracle's analysis.

2. <u>Unused Services</u>.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Complete and return to Oracle the Discovery Document within two (2) weeks of delivery to You.
   3. Make data available that is required to create Your model in a format requested by Oracle.

B. Project Assumptions.
   1. All Services will be performed in English, except as otherwise mutually agreed upon.
   2. Services will be performed remotely.
   3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
   4. Any document or output provided by Oracle will be based on Oracle templates.
   5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

RESPONSYS DELIVERABILITY SERVICES

Responsys Deliverability for New IP Address – New Account Onboarding (NA Only)

Part #B86003

1. Description of Services. From the signature date of the ordering document until the expiration of nine (9) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to twenty-four (24) hours of remote services to evaluate the deliverability of Your Oracle Responsys Cloud Service ("Responsys") campaign emails for one (1) internet protocol ("IP") address ("Services"). Such Services may include:

A. Review Your current mailing list, programs and practices,
B. Identify the appropriate campaigns and daily sending volumes on Your new IP address (the "Warm-Up"),
C. Review Your campaign programs and provide recommendations for Your Responsys campaigns,
D. Review Your internet service provider ("ISP") thresholds for inbox delivery,
E. Review and provide recommendations regarding the following key deliverability metrics (collectively "Deliverability Metrics"):
   1. Current hard bounce rates,

2. Current soft bounce rates,
3. Audience response, and
4. Current complaint rates.
F. Perform the following tasks:
   1. Provide an overview of Your Responsys deliverability,
   2. Provide recommendations regarding the set up of a new "from" address,
   3. Provide a plan to warm-up Your Oracle IP address and increase campaign activity to full email sending volume ("Warm-Up Plan"),
G. Conduct three (3) additional reviews of Your Deliverability Metrics within the following time frames after Your Warm-Up campaign:
   1. One (1) week,
   2. Two (2) weeks, and
   3. Four (4) weeks.

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Provide Your response data to Oracle as needed.
   3. Ensure that Your key constituents attend the Deliverability Metrics reviews as set forth in 1. G above.

B. Project Assumptions.
   1. Any documents provided by Oracle will be in Microsoft Office format.
   2. Any document or output provided by Oracle will be based on Oracle templates.
   3. All Services will be performed in English, except as otherwise mutually agreed upon.
   4. All Services will utilize Standard* Responsys functionality (*"Standard" is defined as that functionality contained within the product documentation).
   5. The Services will be performed by Oracle remotely.
   6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   7. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management.</u> You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Deliverability Consulting – Additional IP Address (NA Only)

Part #B86004

1. <u>Description of Services</u>. From the signature date of the ordering document until the expiration of nine (9) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to nineteen (19) hours of remote services to evaluate the deliverability of Your Oracle Responsys Cloud Service, ("Responsys"), campaign emails for one (1) additional internet protocol ("IP") address ("Services"). Such Services may include:

   A. Review Your current mailing list, programs and practices,
   B. Identify the appropriate campaigns and daily sending volumes per day on Your new IP address (the "Warm-Up"),
   C. Review Your campaign programs and provide recommendations for Your Responsys campaign,
   D. Review Your internet service provider ("ISP") thresholds for inbox delivery,
   E. Review and provide recommendations regarding the following key deliverability metrics (collectively "Deliverability Metrics"):
      1. Current hard bounce rates,
      2. Current soft bounce rates,
      3. Audience response, and
      4. Current complaint rates.
   F. Perform the following tasks:
      1. Provide an overview of Your Responsys deliverability,
      2. Provide recommendations related to setting up a new "from" address,
      3. Provide a plan to warm-up Your Oracle IP address and increase campaign activity to full email sending volume ("Warm-Up Plan").
   G. Conduct three (3) additional reviews of Your Deliverability Metrics within the following time frames after Your Warm-Up campaign:
      1. One (1) week,
      2. Two (2) weeks, and
      3. Four (4) weeks.

2. <u>Unused Services</u>.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Provide Your response data to Oracle as needed.
      3. Ensure that Your key constituents attend the Deliverability Metrics reviews as set forth in 1. G above.

   B. <u>Project Assumptions.</u>
      1. Any documents provided by Oracle will be in Microsoft Office format.
      2. Any document or output provided by Oracle will be based on Oracle templates.
      3. All Services will be performed in English, except as otherwise mutually agreed upon.
      4. All Services will utilize Standard* Responsys functionality (*"Standard" is defined as that functionality contained within the product documentation.).
      5. The Services will be performed by Oracle remotely.
      6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      7. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
      8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager, or a primary contact, who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Deliverability Services – Level 1 (Monthly Reviews) (NA Only)

Part #B86007

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months, in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to ten (10) hours times the number in the Quantity field in Your ordering document for this part number for the following services related to your Oracle Responsys ("Responsys") marketing platform ("Services"): Such Services may include:

   A. <u>Deliverability Conference Calls</u>. Conduct one (1) remote webinar conference call ("Deliverability Conference Call") each month during the Professional Services Period, up to one (1) hour in duration, that may be attended by up to twenty (20) of Your participants related to Your Oracle Responsys Cloud Service ("Responsys") marketing emails.

1. Perform the following tasks during each Deliverability Conference Call:
   a. Review Your Responsys marketing email practices,
   b. Review the deliverability data, including:
      i. Deliverability by internet service provider ("ISP"),
      ii. Open and Click Rates,
      iii. Complaint Rates,
      iv. Spam Traps, and
      v. Bounce Rates.
B. Provide guidance pertaining to deliverability,
C. Provide guidance on changes with Your ISP, known by Oracle, that may affect your deliverability,
D. Create and update a status report ("Deliverability Status Report") that:
   1. Outlines the detailed tasks associated with the Services,
   2. Identifies Your deliverability status and any updates, and
   3. Outlines a plan for addressing identified deliverability issues.
E. Email Questions.
   1. Provide up to one (1) hour of Services per month during the Professional Services Period to answer questions via email related to email notifications generated by the Standard* Responsys data process (*"Standard" is defined as that functionality contained within the product documentation).

2. Unused Services.
The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Ensure Your customer response data and key stakeholders are available as needed.
   3. Provide all necessary, appropriate data required by Oracle for the performance of Services.
   4. Provide at least five (5) days advance notice for the scheduling of any Deliverability Conference Calls.

B. Project Assumptions.
   1. All Services will be performed in English, except as otherwise mutually agreed upon.
   2. All Service documentation will be provided in Microsoft Office format.
   3. Any document or output provided by Oracle will be based on Oracle templates.
   4. All Services will be provided remotely.
   5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall

not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

6. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Deliverability Services – Level 2 (Twice-Monthly Reviews) (NA Only)
Part #B86008

1. Description of Services. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months, in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to sixteen (16) hours, times the number in the Quantity field in Your ordering document for this part number, for the following Services related to your Oracle Responsys ("Responsys") marketing platform ("Services"). Such Services may include:

A. Deliverability Conference Calls. Conduct up to two (2) remote web conference calls ("Deliverability Conference Call") each month during the Professional Services Period up to one (1) hour in duration each that may be attended by up to twenty (20) of Your participants related to Your Oracle Responsys Cloud Service ("Responsys") marketing emails.
   1. Perform the following tasks during each Deliverability Conference Call:
      a. Review Your Responsys marketing email practices,
      b. Review the deliverability data, including:
         i. Deliverability by internet service provider ("ISP"),
         ii. Open and Click Rates,
         iii. Complaint Rates,
         iv. Spam Traps, and
         v. Bounce Rates.
B. Provide guidance pertaining to deliverability.
C. Provide guidance on changes with Your ISP, known by Oracle, that may affect your deliverability,
D. Create and update a status report ("Deliverability Status Report") that:
   1. Outlines the detailed tasks associated with the Services,
   2. Identifies Your deliverability status and any updates, and
   3. Outlines a plan for addressing identified deliverability issues.
E. Email Questions.
   1. Respond to questions via email related to email notifications generated by the Standard* Responsys data process (*"Standard" is defined as that functionality contained within the product documentation).

2. Unused Services.

The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Ensure Your customer response data and key stakeholders are available as needed.
      3. Provide all necessary, appropriate data required by Oracle for the performance of Services.
      4. Provide at least five (5) days advance notice for the scheduling of any Deliverability Conference Calls.

   B. <u>Project Assumptions</u>.
      1. All Services will be performed in English, except as otherwise mutually agreed upon.
      2. All Service documentation will be provided in Microsoft Office format.
      3. Any document or output provided by Oracle will be based on Oracle templates.
      4. All Services will be provided remotely.
      5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      6. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
      7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an effecient delivery of Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Deliverability Services – Level 3 (Weekly Reviews) (NA Only)

Part #B86009

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to twenty four (24) hours times the number in the Quantity field in Your ordering document for this part number

for the following Services related to your Oracle Responsys ("Responsys") marketing platform ("Services"). Such Services may include:

A. <u>Deliverability Conference Calls</u>. Conduct up to four (4) remote web conference calls ("Deliverability Conference Call") each month during the Professional Services Period up to one (1) hour in duration each that may be attended by up to twenty (20) of Your participants related to Your Oracle Responsys Cloud Service ("Responsys") marketing emails.
   1. Perform the following tasks during each Deliverability Conference Call:
      a. Review Your Responsys marketing email practices,
      b. Review the deliverability data, including:
         i. Deliverability by internet service provider ("ISP"),
         ii. Open and Click Rates,
         iii. Complaint Rates,
         iv. Spam Traps, and
         v. Bounce Rates.
B. Provide guidance pertaining to deliverability,
C. Provide guidance on changes with Your ISP, known by Oracle, that may affect your deliverability,
D. Create and update a status report ("Deliverability Status Report") that:
   1. Outlines the detailed tasks associated with the Services,
   2. Identifies Your deliverability status and any updates, and
   3. Outlines a plan for addressing identified deliverability issues.
E. <u>Email Questions</u>.
   1. Provide up to one (1) hour of Services each month during the Professional Services Period to answer questions via email related to email notifications generated by the Standard* Responsys data process (*"Standard" is defined as that functionality contained within the product documentation).

2. <u>Unused Services</u>.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Ensure Your customer response data and key stakeholders are available as needed.
      3. Provide all necessary, appropriate data required by Oracle for the performance of Services.
      4. Provide at least five (5) days advance notice for the scheduling of any Deliverability Conference Calls.

   B. <u>Project Assumptions</u>.

1. All Services will be performed in English, except as otherwise mutually agreed upon.
2. All Service documentation will be provided in Microsoft format.
3. All Services will be provided remotely.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Capitalized terms not defined in the agreement, or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an efficient delivery of Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

RESPONSYS EXPERT SERVICES

Responsys Expert Services (NA Only)

Part #B87159

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to thirteen (13) hours times the number in the Quantity field in Your ordering document for this part number for the the following activities related to Your Oracle Responsys ("Responsys") Cloud Services ("Services"). Such Services may include:

   A. Configuration of the standard functionality of Responsys,
   B. Advice and guidance on use of the standard functionality of Responsys,
   C. Advice and guidance to facilitate adoption of Responsys by Your users, and
   D. Perform project management tasks.

2. <u>Unused Services.</u>
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. <u>Your Cooperation</u>.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

B. <u>Project Assumptions</u>.
   1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three and a quarter hours (3.25) hours of Services in any single week during the Professional Services Period.
   2. All Services will be performed by Oracle remotely.
   3. All Services will be performed in English, except as otherwise mutually agreed upon.
   4. All Service documentation will be provided in Microsoft Word format.
   5. Any document or output provided by Oracle will be based on Oracle templates.
   6. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
   7. After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis during the Professional Services Period.
   8. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an effecitent delivery of Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Expert Concierge Services (NA Only)

Part #B87160

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of the number of consecutive months in the Quantity field in Your ordering document for this part number (the "Professional Services Period"), Oracle will make available to You up to sixty four (64) hours times the number in the Quantity field in Your ordering document for this part number with the following activities related to Your Oracle Responsys ("Responsys") Cloud Services ("Services"). Such Services may include:

   A. Configuration of the standard functionality of Responsys,
   B. Advice and guidance on use of the standard functionality of Responsys,
   C. Advice and guidance to facilitate adoption of Responsys by Your users, and
   D. Perform project management tasks.

2. Unused Services.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. Your Cooperation.
       1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
       2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

   B. Project Assumptions.
       1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three and a quarter hours (3.25) hours of Services in any single week during the Professional Services Period.
       2. All Services will be performed by Oracle remotely.
       3. All Services will be performed in English, except as otherwise mutually agreed upon.
       4. All Service documentation will be provided in Microsoft Word format.
       5. Any document or output provided by Oracle will be based on Oracle templates.
       6. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
       7. After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis during the Professional Services Period.
       8. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
       9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an effecient delivery of Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Expert Services Workshop, Hourly Services (NA Only)
Part # B89463

1. <u>Description of Services</u>. From the Consulting /Professional Services Start Date until the expiration of twelve (12) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to the number of hours in the Quantity field in Your ordering document for this part number for any of the following services related to Your Oracle Responsys ("Responsys") platform ("Services"). Such Services may include:

   A. Prepare for and conduct a review of Your Responsys marketing activities ("workshop"), and from the results produced from such workshop, provide recommendations on additional Responsys features and/or marketing activities available for use by You; and
   B. Perform the following project management activities related to the performance of the Services:
      1. In preparation of the workshop, create a list of tasks that will make up the workshop ("Project Plan"), which will include mutually agreed upon tasks to be performed by You and Oracle,
      2. Plan and schedule Oracle resources who will conduct the workshop, and
      3. Document and track the results produced from the workshop and review such results in status calls with Your project manager.

2. <u>Unused Services</u>.
   The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. To schedule the workshop, provide Oracle with the following minimum days' notice:
         a. Onsite workshop: if SKU B85642 was purchased at the same time as this Part #B89463, provide twenty-one (21) calendar days advance notice; or
         b. Remote workshop: provide fourteen (14) calendar days advance notice.
      3. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the Project Plan.

   B. <u>Project Assumptions</u>.
      1. All Services will be performed by Oracle remotely, (and/or onsite at Your facility if SKU B85642 was purchased at the same time as this Part #B89463, and if requested by You and as mutually agreed to by You and Oracle).
      2. All Services will be performed in English, except as otherwise mutually agreed upon.
      3. Oracle resources will not perform more than eight (8) hours of Services in a business day.

4. A scheduled workshop may be a single or multi-day workshop as mutually agreed to by the parties.
5. Each business day scheduled for a single or multi-day onsite workshop will be billed for no fewer than eight (8) hours, and a multi-day onsite workshop will be delivered in consecutive business days.
6. All Service documentation will be provided in Microsoft Word format.
7. Any document or output provided by Oracle will be based on Oracle templates.
8. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management.</u> You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an efficient delivery of Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

Responsys Expert Product Adoption Service (NA Only)

Part # B110591

1. <u>Description of Services</u>. From the Consulting/Professional Services Start Date until the expiration of twelve (12) consecutive months thereafter (the "Professional Services Period"), Oracle will make available to You up to two hundred (200) hours for the following services ("Services") related to Your Oracle Responsys ("Responsys") Cloud Services (Your "Project"):

A. Kick Off and Discovery
   1. Conduct one (1) remote kickoff meeting ("Kickoff"), up to one (1) hour in duration, to assist You with the following:
      a. Provide a Services overview,
      b. Discuss Your marketing goals and objectives,
      c. Discuss Your roles and responsibilities,
      d. Discuss Your technology adoption and usage goals,
      e. Establish an engagement plan outlining the Project schedule,
B. Resource Sites Review
   1. Conduct one (1) remote meeting, up to one (1) hour in duration, for up to fifteen (15) participants, to provide You with an introduction to the following Oracle Resource Sites:
      a. Oracle Customer Connect,
      b. My Oracle Support and/or,
      c. Help Center.
C. Implementation, Architecture, and Security Overview
   1. Conduct one (1) remote meeting, up to two (2) hours in duration, for up to five (5) Admin and/or Super User participants, to review the following for Your Responsys environment:
      a. Existing implementation documentation,

b. Existing architecture,

c. Product configuration settings,

d. Account administration and security,

e. User settings and delegation, and/or

f. Implementation configurations.

D. Training

1. Conduct up to four (4) remote classroom webinars, up to six (6) hours in duration each, for up to twelve (12) participants, to train Your participants in any of the following:

a. Basic: Basic User interface navigation, available feature overview, creative, data, campaign, and reporting overview,

b. Standard: Standard build overview, dynamic campaign builds, introduction to: Responsys Personalization Language ("RPL"), Multivariate Testing ("MVT"), programs, Application Programming Interface ("API"), payloads and testing overview,

c. Advanced: Advanced RPL, Program, MVT, data,

d. Next Generation: Generative Artificial Intelligence ("AI") functionality.

E. Adoption & Enablement

1. Assist You with the following activities outlined in the engagement plan for Your product adoption and enablement:

a. Provide recommendations and best practices for Your Responsys technology,

b. Assist You with Responsys campaign configuration tasks,

c. Provide recommendations on Responsys optimization,

d. Provide general recommendations and direction related to Your Project,

e. Provide Responsys training to review new functionality, addition of Your new team members, and Responsys maturity and automation, as applicable,

f. Perform project management tasks.

F. Quarterly Business Reviews:

1. Conduct four (4) remote quarterly business review meetings, up to two (2) hours in duration each, for up to six (6) participants, to review the following:

a. Adoption and Enablement progress report,

b. Your marketing key performance indicators ("KPIs"), and/or

c. Engagement plan progress report.

2. Unused Services.

The hours must be used within the Professional Services Period. Any hours not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused hours. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document for such services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.

1. Provide any required guidelines for the use of Your brand(s), if applicable.

2. Make Your key stakeholders available as needed for the performance of Services.
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.

B. Project Assumptions.
   1. All Services will be delivered in English.
   2. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon by You and Oracle.
   3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
   4. Any document or output provided by Oracle will be based on Oracle templates.
   5. The Services will be performed by Oracle remotely.
   6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
   7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager or a primary contact who shall work together to facilitate an efficient delivery of Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager or primary contact.

EMEA, JPAC, LAD SKU DESCRIPTIONS

RESPONSYS IMPLEMENTATION SERVICES

Responsys Elementary Smart Start Implementation Service
Part #B90806 (EMEA/JPAC/LAD)

6. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Responsys ("Responsys") Elementary Smart Start implementation for up to one (1) Brand:

A. <u>Project Kick Off and Account Provisioning Activities</u>.
1. Conduct one (1) kickoff session ("Kickoff") of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to:
    a. Discuss the Services that will be performed,
    b. Discuss Your roles, pre-requisites and responsibilities as stated in Section 3.A (Customer Cooperation),
    c. Work with You to mutually create a project checklist document ("Project Checklist"),
    d. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan"), and
    e. Document which one (1) of the two (2) implementation types from Section 1.E that You want Oracle to perform;
2. Conduct one (1) account setup session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to:
    a. Provide to You a discovery questionnaire document ("Discovery Questionnaire"),
    b. Provide to You instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
    c. Assist You to determine Your client hosted reply-to address and automatic reply-to processing,
    d. Provide a document to You describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
    e. Assist you to configure Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys for data transfer security to the Oracle operations teams for configuration.

B. <u>Strategic Activities</u>.
1. Conduct one (1) strategic roadmap workshop ("Strategic Workshop") of to four (4) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to:
    a. Review Your completed Discovery Questionnaire,
    b. Discuss Your strategic objectives,
    c. Evaluate Your use cases,
    d. Discuss Your targeting and email personalization requirements, and
    e. Discuss how to implement Your strategic objectives;
2. Work with You to create a Strategic Roadmap document ("Strategic Roadmap") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop; and
3. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present and discuss your Strategic Roadmap.

C. <u>Data Management Activities</u>.
1. Conduct one (1) workshop session of up to four (4) hours in duration that may be attended by up to twelve (12) of Your participants to:
   a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
   b. Identify Your contact list's primary data key, and
   c. Work with You to mutually create a document that describes Oracle's understanding of Your use cases and the recommended account configuration to facilitate Your use cases ("Functional Specification Document");
2. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:
   a. Review Your Functional Specification Document, and
   b. Mutually agree upon any changes required to Your Functional Specification Document;
3. Complete up to one (1) revision of Your Functional Specification Document;
4. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document;
5. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to assist as You create the following tables ("In-Scope Tables"):
   a. One (1) master contacts list table,
   b. One (1) profile extension table, and
   c. One (1) supplemental table;
6. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to provide You assistance as You create and schedule up to three (3) of the following Responsys Connect jobs to import data into Your In-Scope Tables:
   a. One (1) master list connect job,
   b. One (1) profile extension connect job, and
   c. One (1) supplemental table connect job;
7. Activate one (1) Responsys contact event data connect export feed and provide You with instructions for file location retrieval; and
8. Provide to You a document containing Responsys's standard contact event data end user documentation.
D. <u>Marketing Setup Activities</u>.
1. Conduct one (1) workshop of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to perform the following configuration tasks in the Responsys Personalization Language ("RPL"):
   a. Clickthrough, and
   b. Form Call for web version and unsubscribe,
   c. 'If' and 'Else' expressions, including:
      i. 'Greater than',
      ii. 'Less than',
      iii. 'Equals to',
      iv. 'Not equal to',
      v. 'and', and
      vi. 'or' expressions,
   d. 'Include' expression, and

e. Perform standard RPL formatting, including text and date formatting;
2. Build an Oracle predefined 'Welcome' program;
3. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to present an overview of Your 'Welcome' program.
4. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to assist You in configuring one (1) standard hosted form.
E. Channel Implementation Activities. Oracle will perform the following implementation activities for up to one (1) channel as documented in the Project Plan:
1. Email Channel Implementation.
a. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol address ("the Responsys IP Address");
b. Review Your current mailing list, programs and practices;
c. Identify the daily sending volumes on the Responsys IP Address;
d. Review Your internet service provider ("ISP") thresholds for inbox delivery;
e. Review the following key deliverability metrics (collectively "Deliverability Metrics"):
i. Current hard bounce rates,
ii. Current soft bounce rates,
iii. Audience response, and
iv. Current complaint rates;
f. Based on the activities described in Sections 1.E.1.a-e above, create a plan to "warm-up" the Responsys IP address and increase campaign activity to full email sending volume ("Warm-Up Plan");
g. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails;
h. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to configure up to one (1) warm-up campaign for one (1) of the following campaign types, as described in the Warm-Up Plan:
i. Yahoo,
ii. MSN,
iii. Gmail,
iv. AOL, or
v. One secondary ISP;
i. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to provide assistance with importing data using the Responsys standard Connect module to configure one (1) data integration required to load Your warm-up email contacts into Your Responsys account master contacts list table as defined in the Warm-Up Plan;
j. Conduct three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan;
2. SMS Channel Implementation.
a. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:

> > > i. Review Your compliance messaging and data model, Your pre-requisites, and Your documented Short Message Service ("SMS") requirements, and
> > > ii. Assist You with the setup of Your chosen aggregator within Responsys;
> > b. Using the Program feature of Responsys, create the following Programs ("Response Handlers"):
> > > i. One (1) welcome keyword message ("Opt-In"),
> > > ii. One (1) stop keyword message ("Opt-Out"),
> > > iii. One (1) help ("Help"),
> > > iv. One (1) invalid ("Invalid"), and
> > > v. One (1) custom keyword;
> > c. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to review the Responsys Mobile SMS Cloud Service Premium Tracking Add-on.
> > d. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to discuss Responsys SMS usage and standard Responsys reporting;
> > e. Configure the short Uniform Resource Locator ("URL") feature within Your Responsys account as documented in the Functional Specification Document;
> > f. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature;
> > g. Provide up to eight (8) hours of assistance with the following activities:
> > > i. Reviewing SMS programs and SMS campaigns created by You,
> > > ii. Assisting You to setup "link tables" for Your SMS campaigns, and
> > > iii. Assisting You to utilize the Responsys short URL feature.

7. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

8. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. <u>Your Cooperation</u>.
   1. Provide Your project goals and objectives.
   2. During the Kickoff session, indicate whether You want Oracle to perform an email channel implementation or a SMS channel implementation as described in Section 1.E so that Your choice can be documented in the Project Plan.
   3. Provide guidelines for the use of Your Brand.
   4. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
   5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

6. Procure a short URL domain for use with the Responsys short URL feature, and delegate such short URL domain to Oracle.
7. Provide up to two (2) weeks' notice for the scheduling of any onsite Services.
8. You are responsible for all travel expenses related to any onsite Services You may request.

B. Project Assumptions.
1. The Services will be performed by Oracle remotely or onsite at Oracle's descretion.
2. All Services will be performed in English, except as otherwise mutually agreed upon.
3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
7. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. Resource Costs. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Universal Smart Start Implementation Service

Part #B90808 (EMEA/JPAC/LAD)

2. Description of Services. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Responsys ("Responsys") Universal Smart Start implementation for up to one (1) Brand:
A. Project Kick Off and Account Provisioning Activities.

1. Conduct one (1) kickoff session ("Kickoff") of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to:
   a. Discuss the Services that will be performed,
   b. Discuss Your roles, pre-requisites and responsibilities as stated in Section 3.A (Customer Obligations),
   c. Work with You to mutually create a project checklist document ("Project Checklist"),
   d. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan"), and
   e. Document which two (2) of the implementation types from Section 1.E that You want Oracle to perform;
2. Conduct one (1) account setup session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to:
   a. Provide to You a discovery questionnaire document ("Discovery Questionnaire"),
   b. Provide to You instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
   c. Assist You to determine Your client hosted reply-to address and automatic reply-to processing,
   d. Provide a document to You describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
   e. Assist You to configure Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys for data transfer security to the Oracle operations teams for configuration.

B. Strategic Activities.
1. Conduct one (1) strategic roadmap workshop ("Strategic Workshop") of up to six (6) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to:
   a. Review Your completed Discovery Questionnaire,
   b. Discuss Your strategic objectives,
   c. Evaluate Your use cases,
   d. Discuss Your targeting and email personalization requirements, and
   e. Discuss how to implement Your strategic objectives;
2. Work with You to create a Strategic Roadmap document ("Strategic Roadmap") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop; and
3. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present and discuss your Strategic Roadmap.

C. Data Management Activities.
1. Conduct one (1) workshop session of up to six (6) hours in duration that may be attended by up to twelve (12) of Your participants to:
   a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
   b. Identify Your contact list's primary data key, and
   c. Work with You to mutually create a document that describes Oracle's understanding of Your use cases and the recommended account configuration to facilitate Your use cases ("Functional Specification Document");
2. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:
   a. Review Your Functional Specification Document, and

    b.   Mutually agree upon any changes required to Your Functional Specification Document;

3. Complete up to one (1) revision of Your Functional Specification Document;
4. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document;
5. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to assist as You create the following tables ("In-Scope Tables"):
   a. One (1) master contacts list table,
   b. One (1) profile extension table, and
   c. One (1) supplemental table;
6. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to provide You assistance as You create and schedule up to three (3) of the following Responsys Connect jobs to import data into Your In-Scope Tables:
   a. One (1) master list connect job,
   b. One (1) profile extension connect job, and
   c. One (1) supplemental table connect job;
7. Activate one (1) Responsys contact event data connect export feed and provide You with instructions for file location retrieval;
8. Provide to You a document containing Responsys's standard contact event data end user documentation;
9. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to:
   a. Provide and review one (1) Responsys application programming interface ("API") user guide,
   b. Configure one (1) API user account from Your primary Responsys account,
   c. Provide and review one (1) document containing API web services description language ("WSDL"), and
   d. Review the performance of the following Responsys API tasks:
      i. Authenticate and establish session,
      ii. Add contact to list,
      iii. Trigger message, and
      iv. Close session;
10. Provide up to nineteen (19) hours of assistance with the following activities to configure up to four (4) triggered email campaigns (e.g., welcome, order confirmation, shipping confirmation, password reset, etc.):
    a. Campaign dashboard configuration,
    b. Load of Your creative assets, and
    c. Performing a test of Your campaign launch;
11. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to provide an overview of structured query language ("SQL") views and the usage of this functionality within Responsys.
12. Create up to two (2) SQL views based on Your requirements as documented in the Functional Specification Document to output data for use within a campaign as either personalization or segmentation as follows:
    a. One (1) SQL view using up to two (2) table joins, and

b. One (1) SQL view using up to three (3) table joins;

D. <u>Marketing Setup Activities</u>.

1. Conduct one (1) workshop of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to perform the following configuration tasks in the Responsys Personalization Language ("RPL"):

a. Clickthrough,

b. Form Call for web version and unsubscribe,

c. 'If' and 'Else' expressions, including:

i. 'Greater than',

ii. 'Less than',

iii. 'Equals to',

iv. 'Not equal to',

v. 'and', and

vi. 'or' expressions,

vii. 'Include' expression, and

d. Perform standard RPL formatting, including text and date formatting;

2. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to assist You to perform the following configuration tasks in the RPL:

a. Data Directive expression, and

b. Data Driven Dynamic Content;

3. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to provide recommendations on how to code in the RPL;

4. Build an Oracle predefined welcome program;

5. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present an overview of the welcome program.

6. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You in configuring one (1) standard hosted form.

E. <u>Channel Implementation Activities</u>. Oracle will perform the following implementation activities for up to two (2) channels as documented in the Project Plan:

1. <u>Email Channel Implementation</u>.

a. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol address ("the Responsys IP Address");

b. Review Your current mailing list, programs and practices;

c. Identify the daily sending volumes on the Responsys IP Address;

d. Review Your internet service provider ("ISP") thresholds for inbox delivery;

e. Review the following key deliverability metrics (collectively "Deliverability Metrics"):

i. Current hard bounce rates,

ii. Current soft bounce rates,

iii. Audience response, and

iv. Current complaint rates;

f. Based on the activities described in Sections 1.E.1.a-e above, create a plan to "warm-up" the Responsys IP address and increase campaign activity to full email sending volume ("Warm-Up Plan");

g. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails;

h. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to configure up to one (1) warm-up campaign for one (1) of the following campaign types, as described in the Warm-Up Plan:
   i. Yahoo,
   ii. MSN,
   iii. Gmail,
   iv. AOL, or
   v. One secondary ISP;

i. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to provide assistance with importing data using the Responsys standard Connect module to configure one (1) data integration required to load Your warm-up email contacts into Your Responsys account master contacts list table as defined in the Warm-Up Plan;

j. Conduct three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan;

2. <u>SMS Channel Implementation</u>.
   a. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:
      i. Review Your compliance messaging and data model, Your pre-requisites, and Your documented Short Message Service ("SMS") requirements, and
      ii. Assist You with the setup of Your chosen aggregator within Responsys;
   b. Using the Program feature of Responsys, create the following Programs ("Response Handlers"):
      i. One (1) welcome keyword message ("Opt-In"),
      ii. One (1) stop keyword message ("Opt-Out"),
      iii. One (1) help ("Help"),
      iv. One (1) invalid ("Invalid"), and
      v. One (1) custom keyword;
   c. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to review the Responsys Mobile SMS Cloud Service Premium Tracking Add-on;
   d. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to discuss Responsys SMS usage and standard Responsys reporting;
   e. Configure the short Uniform Resource Locator ("URL") feature within Your Responsys account as documented in the Functional Specification Document;
   f. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature;
   g. Provide up to eight (8) hours of assistance with the following activities:
      i. Reviewing SMS programs and SMS campaigns created by You,
      ii. Assisting You to setup "link tables" for Your SMS campaigns, and
      iii. Assisting You to utilize the Responsys short URL feature.

3. <u>Push Channel Implementation</u>.

a. Set up one (1) developer login to the Mobile App Developer Console;
b. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:
   i. Provide an overview of the signal data collected from Your mobile application ("Mobile App") that utilizes the Responsys Mobile Software Development Kit ("Push SDK") into Responsys using a standard data model;
   ii. Create one (1) list of contacts for Your Mobile App in Responsys ("App Channel List");
c. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to create one (1) standard Push message Responsys campaign and one (1) standard Push message Responsys program;
d. Provide up to sixteen (16) hours of assistance with Your performance of user acceptance testing ("UAT") of Your use of the Push feature.

3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. <u>Your Cooperation</u>.
   1. Provide Your project goals and objectives.
   2. During the Kickoff session, indicate whether You want Oracle to perform an email channel implementation, a SMS channel implementation, or a Push channel implementation as described in Section 1.E so that Your choice can be documented in the Project Plan.
   3. Provide guidelines for the use of Your Brand.
   4. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
   5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   6. Procure a short URL domain for use with the Responsys short URL feature, and delegate such short URL domain to Oracle.
   7. Ensure that Your Mobile App is able to successfully capture user identifier data using the Push SDK (e.g., email, phone number or customer ID), and provide this user identifier data to Oracle.
   8. Create application instances for Your Mobile App in the Responsys Mobile App Developer Console.
   9. Provide up to two (2) weeks' notice for the scheduling of any onsite Services.
   10. You are responsible for all travel expenses related to any onsite Services You may request.

B.   Project Assumptions.
  1.   The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
  2.   All Services will be performed in English, except as otherwise mutually agreed upon.
  3.   Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
  4.   Any document or output provided by Oracle will be based on Oracle templates.
  5.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
  6.   Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
  7.   The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
  8.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

5.   Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6.   Resource Costs. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Enterprise Smart Start Implementation Service

Part #B90810 (EMEA/JPAC/LAD)

2.   Description of Services. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Responsys ("Responsys") Enterprise Smart Start implementation for up to one (1) Brand:
  A.   Project Kick Off and Account Provisioning Activities.
    1.   Conduct one (1) kickoff session ("Kickoff") of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to:
      a.   Discuss the Services that will be performed,
      b.   Discuss Your roles, pre-requisites and responsibilities as stated in Section 3.A (Customer Cooperation),

      c. Work with You to mutually create a project checklist document ("Project Checklist"), and
      d. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");

  2. Conduct one (1) account setup session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to:
      a. Provide to You a discovery questionnaire document ("Discovery Questionnaire"),
      b. Provide to You instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
      c. Assist You to determine Your client hosted reply-to address and automatic reply-to processing,
      d. Provide a document to You describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
      e. Assist You to configure Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys for data transfer security to the Oracle operations teams for configuration;

B.   <u>Strategic Activities</u>.
  1. Conduct up to two (2) strategic roadmap workshops ("Strategic Workshops") up to five (5)hours each in duration that may be attended by up to twelve (12) of Your participants to assist You to:
      a. Review Your completed Discovery Questionnaire,
      b. Discuss Your strategic objectives,
      c. Evaluate Your use cases,
      d. Discuss Your targeting and email personalization requirements, and
      e. Discuss how to implement Your strategic objectives;
  2. Work with You to create a Strategic Roadmap document ("Strategic Roadmap") comprised of the strategic requirements and recommendations discussed during the Strategic Workshops; and
  3. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present and discuss your Strategic Roadmap.

C.   <u>Data Management Activities</u>.
  1. Conduct up to two (2) workshop sessions of up to six (6) hours each in duration that may be attended by up to twelve (12) of Your participants to:
      a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
      b. Identify Your contact list's primary data key, and
      c. Work with You to mutually create a document that describes Oracle's understanding of Your use cases and the recommended account configuration to facilitate Your use cases ("Functional Specification Document");
  2. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:
      a. Review Your Functional Specification Document, and
      b. Mutually agree upon any changes required to Your Functional Specification Document;
  3. Complete up to one (1) revision of Your Functional Specification Document;
  4. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document;

5. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to assist as You create the following tables ("In-Scope Tables"):
   a. One (1) master contacts list table,
   b. One (1) profile extension table, and
   c. One (1) supplemental table;
6. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to provide You assistance as You create and schedule up to three (3) of the following Responsys Connect jobs to import data into Your In-Scope Tables:
   a. One (1) master list connect job,
   b. One (1) profile extension connect job, and
   c. One (1) supplemental table connect job;
7. Activate one (1) Responsys contact event data connect export feed and provide You with instructions for file location retrieval;
8. Provide to You a document containing Responsys's standard contact event data end user documentation;
9. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to:
   a. Provide and review one (1) Responsys application programming interface ("API") user guide,
   b. Configure one (1) API user account from Your primary Responsys account,
   c. Provide and review one (1) document containing API web services description language ("WSDL"), and
   d. Review the performance of the following Responsys API tasks:
      i. Authenticate and establish session,
      ii. Add contact to list,
      iii. Trigger message, and
      iv. Close session;
10. Provide up to nineteen (19) hours of assistance with the following activities to configure up to four (4) triggered email campaigns (e.g., welcome, order confirmation, shipping confirmation, password reset, etc.):
    a. Campaign dashboard configuration,
    b. Load of Your creative assets, and
    c. Performing a test of Your campaign launch;
11. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to provide an overview of structured query language ("SQL") views and the usage of this functionality within Responsys; and
12. Create up to two (2) SQL views based on Your requirements as documented in the Functional Specification Document to output data for use within a campaign as either personalization or segmentation as follows:
    a. One (1) SQL view using up to two (2) table joins, and
    b. One (1) SQL view using up to three (3) table joins;
D. <u>Marketing Setup Activities</u>.
   1. Conduct one (1) workshop of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You to perform the following configuration tasks in the Responsys Personalization Language ("RPL"):
      a. Clickthrough,

b. Form Call for web version and unsubscribe,
c. 'If' and 'Else' expressions, including:
   i. 'Greater than',
   ii. 'Less than',
   iii. 'Equals to',
   iv. 'Not equal to',
   v. 'and' and
   vi. 'or' expressions,
   vii. 'Include' expression, and
d. Perform standard RPL formatting, including text and date formatting;

2. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to six (6) of Your participants to assist You to perform the following configuration tasks in the RPL:
   a. Data Directive expression, and
   b. Data Driven Dynamic Content;

3. Configure one (1) Responsys personalization element for one (1) email campaign, defined by You using the RPL;

4. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to six (6) of Your participants to provide recommendations on how to code in the RPL;

5. Build an Oracle predefined 'welcome' program;

6. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present an overview of the welcome program.

7. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You in configuring one (1) standard hosted form.

E. Channel Implementation Activities.
   1. Email Channel Implementation.
      a. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol ("IP") address ("the Responsys IP Address");
      b. Review Your current mailing list, programs and practices;
      c. Identify the daily sending volumes on the Responsys IP address;
      d. Review Your internet service provider ("ISP") thresholds for inbox delivery;
      e. Review the following key deliverability metrics (collectively "Deliverability Metrics"):
         i. Current hard bounce rates,
         ii. Current soft bounce rates,
         iii. Audience response, and
         iv. Current complaint rates;
      f. Based on the activities described in Sections 1.E.1.a-e above, create a plan to "warm-up" the Responsys IP address and increase campaign activity to full email sending volume ("Warm-Up Plan");
      g. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails;
      h. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to configure up to one

(1) warm-up campaign for one (1) of the following campaign types, as described in the Warm-Up Plan:

    i.   Yahoo,

    ii.   MSN,

    iii.   Gmail,

    iv.   AOL, or

    v.   One secondary ISP;

  i. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to provide assistance with importing data using the Responsys standard Connect module to configure one (1) data integration required to load Your warm-up email contacts into Your Responsys account master contacts list table as defined in the Warm-Up Plan; and

  j. Conduct three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan;

2. <u>SMS Channel Implementation</u>.

  a. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:

    i.   Review Your compliance messaging and data model, Your pre-requisites, and Your documented Short Message Service ("SMS") requirements, and

    ii.   Assist You with the setup of Your chosen aggregator within Responsys;

  b. Using the Program feature of Responsys, create the following Programs ("Response Handlers"):

    i.   One (1) welcome keyword message ("Opt-In"),

    ii.   One (1) stop keyword message ("Opt-Out"),

    iii.   One (1) help ("Help"),

    iv.   One (1) invalid ("Invalid"), and

    v.   One (1) custom keyword;

  c. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to review the Responsys Mobile SMS Cloud Service Premium Tracking Add-on;

  d. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to discuss Responsys SMS usage and standard Responsys reporting;

  e. Configure the short Uniform Resource Locator ("URL") feature within Your Responsys account as documented in the Functional Specification Document;

  f. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature; and

  g. Provide up to eight (8) hours of assistance with the following activities:

    i.   Reviewing SMS programs and SMS campaigns created by You,

    ii.   Assisting You to setup "link tables" for Your SMS campaigns, and

    iii.   Assisting You to utilize the Responsys short URL feature.

3. <u>Push Channel Implementation</u>.

  a. Set up one (1) developer login to the Mobile App Developer Console;

  b. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to:

    i.   Provide an overview of the signal data collected from Your mobile application ("Mobile App") that utilizes the Responsys Mobile Software Development Kit ("Push SDK") into Responsys using a standard data model;

ii. Create one (1) list of contacts for Your Mobile App in Responsys ("App Channel List");

c. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to create one (1) standard Push message Responsys campaign and one (1) standard Push message Responsys program;

d. Provide up to sixteen (16) hours of assistance with Your performance of user acceptance testing ("UAT") of Your use of the Push feature.

3. Unused Services. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
1. Provide Your project goals and objectives.
2. Provide guidelines for the use of Your Brand.
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
5. Procure a short URL domain for use with the Responsys short URL feature, and delegate such short URL domain to Oracle.
6. Ensure that Your Mobile App is able to successfully capture user identifier data using the Push SDK (e.g., email, phone number, or customer ID), and provide this user identifier data to Oracle.
7. Create application instances for Your Mobile App in the Responsys Mobile App Developer Console.
8. Provide up to two (2) weeks' notice for the scheduling of any onsite Services.
9. You are responsible for all travel expenses related to any onsite Services You may request.
B. Project Assumptions.
1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
2. All Services will be performed in English, except as otherwise mutually agreed upon.
3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
7. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. Resource Costs. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Automatic Failover for Transactional Messages Implementation Service (NA Only)
Part #B91174 (EMEA, JAPAC, LAD)

5. Description of Services. During the Professional Services Period (defined below), Oracle will make available to You the following remote Services related to Your Oracle Responsys Cloud Service ("Responsys") Automatic Failover for Transactional Messages Implementation:
   A. Conduct 1 webinar session, which is up to 1 hour in duration and may be attended by up to five (5) of Your participants to review the Services, roles and responsibilities, Your pre-requisites and the mutual creation of a project checklist;
   B. Provide an Oracle Service activation request document ("Oracle SAR") outlining Your required account settings for You to complete and return to Oracle.
   C. Provide You with instructions for Name Servers ("NS") record subdomain delegation for email branding, web Service user synchronization, and a Secure Sockets Layer ("SSL") certificate setup;
   D. Submit Your Oracle SAR document to Oracle's provisioning team and monitor a request to have Your secondary Responsys account built and activated based on Your account configuration settings and the delegation of Your response handler subdomain.
   E. Perform the following activities related to the data synchronization setup between Your primary and secondary accounts:
      1. Provide up to one (1) hour to assist You to define Your profile list unique identifier,
      2. Provide up to five (5) hours to assist You to remove duplicate records from Your primary account profile list, and

3. Submit and monitor a request to Oracle's provisioning team to have the data synchronization setup to sync data between Your primary and secondary accounts; and
F. Provide up to ten (10) hours to assist You to perform the following activities related to the High Available Transactional Messaging ("HATM") specific application program interface ("API") changes and coordinate testing as follows:
1. Provide You with a HATM API Programmer's Guide and Your specific HATM API URL that You will use to access HATM ("Endpoint"),
2. Provide one (1) sample and guidance on HATM campaign setup and personalization using data passed via the HATM API call, and
3. Coordinate failover testing with the Responsys Cloud Operations team.

6. Unused Services. The Services must be used within twelve (12) months from the effective date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

7. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Perform testing of all integrations, campaigns, automations and associated use cases.
3. Perform the Responsys HATM and failover testing.
4. Work with Your web hosting company to delegate appropriate subdomains using NS delegation records.
5. Purchase an SSL certificate for Your delegated subdomain(s) and provide to Oracle.
6. Provide fully coded Hyper Text Markup Language ("HTML") creative assets for Your campaigns.
7. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project checklist.
8. Perform all required data synchronization.
9. Ensure that the Oracle SAR is fully completed and returned to Oracle within 5 days of delivery to You.
10. Purchase the Oracle Responsys Automatic Failover for Transactional Messages Cloud Service Setup under separate ordering document.
B. Project Assumptions.
1. All Services will be performed in the English language.
2. All Services will be performed by Oracle remotely.
3. Only Standard* functionality of the current Responsys version will be utilized during the Services (*"Standard" is defined as that functionality contained within the product documentation).

4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

5. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

8. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

9. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such <u>Resource Costs.</u>

Responsys Marketing Platform API Triggered Messaging Implementation Service (NA Only)

Part #B91175 (EMEA, JAPAC, LAD)

5. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the following remote Services related to Your Triggered Application Programming Interface ("API") Messaging implementation Service using Your Oracle Responsys Cloud Service ("Responsys") account:
   A. Conduct one (1) remote webinar training session, which is up to one (1) hour in duration and which may be attended by up to six (6) of Your participants to:
      A. Provide and review the following:
         a. One (1) Responsys API user guide,
         b. One (1) API user account from Your primary Responsys account, and
         c. One (1) document containing API web Services description language ("WSDL") and
         d. API coding examples;
      B. Review the performance of the following Responsys API tasks:
         a. Authenticate and establish session,
         b. Add contact to list,
         c. Trigger message, and
         d. Close session.

B. Provide up to twenty-two (22) hours to assist You with Your triggered email campaign configuration within Your Responsys account, including assisting with:
    A. Configuring up to four (4) triggered email campaigns (e.g., welcome, order confirmation, shipping confirmation, password reset, etc.), including:
        a. Campaign dashboard configuration,
        b. Load of Your creative assets, and
        c. Performing a test of Your campaign launch ("Proof Launch");
    B. Configuring up to three (3) pieces of personalization per campaign using Standard Responsys functionality ("Standard" is defined as that functionality contained within the product documentation).

6. <u>Unused Services</u>. The Services must be used within twelve (12) months from the effective date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

7. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. <u>Your Cooperation.</u>
    A. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
    B. Ensure Your tasks are completed in the timeframe as mutually agreed.
    C. Provide use cases prior to commencement of configuration.
    D. Code and test Your API triggers.
    E. Provide fully coded hypertext markup language ("HTML") creative assets for Your campaigns.
    F. Test all data integrations, campaigns, triggers and associated use cases.
    G. Provide Oracle with a list of participants who will attend this training session.
B. <u>Project Assumptions</u>.
    A. All Services will be performed in English.
    B. The Services will use utilize only Standard Responsys functionality.
    C. The Services will use Standard Oracle Responsys platform functionality. No custom scripts, processes or reports will be utilized during the Services.
    D. Only the up to six (6) participants identified by You may attend this training session.
    E. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
    F. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

G. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

8. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Basic Push Implementation Service

Part #: B91184 (EMEA, JAPAC, LAD)

5. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide the following services ("Services") related to Your Oracle Responsys marketing platform ("Responsys") Push Cloud Service feature ("Push") implementation:
   A. Provide signal data collected from Your mobile application ("Mobile App") that utilizes the Responsys Mobile Software Development Kit ("Push SDK") into Responsys using a Standard* data model (*"Standard" is defined as that functionality contained within the product documentation.);
   B. Create one (1) list of contacts for your Mobile App in Responsys ("App Channel List");
   C. Conduct one (1) Push message webinar training session of up to 1 hour in duration that may be attended by up to twelve (12) of Your participants;
   D. Set up one (1) developer login to the Mobile App Developer Console;
   E. Assist You to create one Standard Push message Responsys campaign and one (1) Standard Push message Responsys program;
   F. Assist You when You perform the user acceptance testing ("UAT") of Your Push configuration and setup; and
   G. Perform the following project management activities:
      1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
      2. Plan and schedule Oracle resources; and
      3. Document and track project issues and requests for change and conduct project status calls with Your project manager.

6. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Ensure that your Mobile App is able to successfully capture user identifier data using the Push SDK (e.g. email, phone number, or customer ID), and provide this user identifier data to Oracle.
      3. Participate in all required webinar meetings.
      4. Ensure any project tasks required of You are completed in a timeframe mutually agreed upon.
      5. Perform any required UAT of all integrations, campaigns, automations and associated use cases.

6. Create application instances for Your Mobile App in the Responsys Mobile App Developer Console.
7. Ensure that there is an unallocated Responsys user available for the user login to be used for the developer login to the Mobile App Developer Console.
B. <u>Project Assumptions</u>.
1. All Services and documentation will be provided in the English language.
2. All Services will be performed by Oracle remotely.
3. Only the Standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
4. The user identifier data provided by You will be the same across all applications and will not be changed after the Services are completed.
5. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

7. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

8. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Basic Mobile SMS Implementation Service

NOTE: This service requires a customer to already have implemented a Responsys Email channel. If no email channel has been implemented, contact your delivery manager to discuss the proper SMS implementation.

Part #: B91185 (EMEA, JAPAC, LAD)

5. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide the following services ("Services") related to Your Oracle Responsys marketing platform ("Responsys") Mobile Short Message Service ("SMS") Cloud Service implementation:
A. Provide a document for You to complete containing Your SMS requirements ("Requirements Document");
B. Conduct one (1) webinar of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to discuss:
1. Your Services, roles and responsibilities,
2. Pre-requisites required of You by Oracle,
3. The mutual creation of a document containing a checklist of the project tasks and project dates by which You shall complete specified project tasks ("Project Checklist"), and
4. Your Requirements Document;

C. Using the Standard Program feature of Responsys, create the following programs ("Response Handlers") ("Standard" is defined as that functionality contained within the product documentation.):
   1. One (1) welcome keyword message ("Opt-In") Response Handler,
   2. One (1) stop keyword message ("Opt-Out") Response Handler, and
   3. One (1) help ("Help") Response Handler, and
   4. One (1) invalid ("Invalid") Response Handler.
D. Based on the specifications contained within the Requirements Document as completed by You, Oracle will either:
   1. Modify an existing Responsys Contacts List to enable SMS messaging, or
   2. Create a new mobile-only Responsys Contacts List to enable SMS messaging;
E. Create one (1) mobile Profile Extension Table ("PET") that holds mobile-specific data;
F. Provide documentation to You of the SMS Services performed by Oracle ("SMS Implementation Document");
G. Conduct one (1) webinar of one (1) hour in duration that may be attended by up to twelve (12) of Your participants to review Your compliance messaging and data model;
H. Assist You to complete Your Carrier Approval Form ("CAF") documentation;
I. Configure the short Uniform Resource Locator ("URL") within Your Responsys account;
J. Create one (1) Responsys test campaign to demonstrate the usage of the Responsys short URL feature; and
K. Perform the following project management activities:
   1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle,
   2. Plan and schedule Oracle resources, and
   3. Document and track project issues and requests for change, and conduct project status calls with Your project manager.

6. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Participate in all webinar meetings.
   3. Provide to Oracle Your completed Requirements Document before the commencement of Services.
   4. Complete and return to Oracle before the commencement of Services the following CAF documents:
      a. Vetting documents,
      b. Partner validation email,
      c. Migration letter (if Oracle determines it is applicable), and
      d. Content provider update letter (if Oracle determines it is applicable).
   5. Submit Your CAF documents to the provision mobile data gateway account at the mobile service provider(s) listed in Your Requirements Document.
   6. Ensure Your mobile terms and conditions are created and hosted on Your website prior to Oracle's submission of Your CAF documents.
   7. Ensure any project tasks required of You are completed in a timeframe mutually agreed upon.

8. Perform any required user acceptance testing of all integrations, campaigns, automations and associated use cases.
9. Procure a short URL domain (or sub-domain).
10. Delegate Your short URL domain to Oracle.

B. Project Assumptions.
1. All Services will be performed in the English language.
2. All Services will be performed by Oracle remotely.
3. Only the Standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
4. The URL construction process will add nine (9) characters to Your short URL, not including the scheme (e.g., http://, https://, etc.), thus affecting the number of characters available for the remainder of the SMS message.
5. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

7. Unused Services. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

8. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

RESPONSYS IMPLEMENTATION SERVICES ADD-ON'S

Responsys Multibrand Smart Start Implementation Add On Service
Part #B90812 (EMEA/JPAC/LAD)

1. Description of Services. During the Professional Services Period (defined below), Oracle will make available the following Services for one (1) additional Brand related to Your separately ordered Oracle Responsys ("Responsys") Smart Start Implementation Service:
A. Account Provisioning Activities.
1. Conduct one (1) account setup session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to:
a. Provide to You a discovery questionnaire document ("Discovery Questionnaire"),
b. Provide to You instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
c. Assist You to determine Your client hosted reply-to address and automatic reply-to processing,
d. Provide a document to You describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and

e. Assist You to configure Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys for data transfer security to the Oracle operations teams for configuration.

B. Strategic Activities.
1. Work with You to update the Strategic Roadmap document ("Strategic Roadmap") created under Your separately ordered Responsys Smart Start Implementation Service to add Your additional Brand; and
2. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to present and discuss Your Strategic Roadmap.

C. Data Management Activities.
1. Conduct one (1) workshop session of up to six (6) hours in duration that may be attended by up to twelve (12) of Your participants to:
   a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
   b. Identify Your contact list's primary data key, and
   c. Work with You to update the Functional Specification Document created under Your separately ordered Responsys Smart Start Implementation Service to add Your additional Brand;
2. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to:
   a. Review Your Functional Specification Document, and
   b. Mutually agree upon any changes required to Your Functional Specification Document;
3. Complete up to one (1) revision of Your Functional Specification Document; and
4. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document.

D. Marketing Setup Activities.
1. Build an Oracle predefined 'welcome' program;
2. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present an overview of the welcome program; and
3. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You in configuring one (1) standard hosted form.

E. Email Channel Implementation.
1. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol ("IP") address ("the Responsys IP Address");
2. Review Your current mailing list, programs and practices;
3. Identify the daily sending volumes on the Responsys IP Address;
4. Review Your internet service provider ("ISP") thresholds for inbox delivery;
5. Review the following key deliverability metrics (collectively "Deliverability Metrics"):
   a. Current hard bounce rates,
   b. Current soft bounce rates,
   c. Audience response, and
   d. Current complaint rates;

6. Based on the activities described in Sections 1.E.1-5 above, create a plan to "warm-up" the Responsys IP Address and increase campaign activity to full email sending volume ("Warm-Up Plan");

7. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails;

8. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to configure up to one (1) warm-up campaign for one (1) of the following campaign types, as described in the Warm-Up Plan:
   a. Yahoo,
   b. MSN,
   c. Gmail,
   d. AOL, or
   e. One secondary ISP;

9. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to provide assistance with importing data using the Responsys standard Connect module to configure one (1) data integration required to load Your warm-up email contacts into Your Responsys account master contacts list table as defined in the Warm-Up Plan; and

10. Conduct three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan.

2. Unused Services. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Obtain a Responsys Elementary, Universal, or Enterprise Smart Start Implementation Service under separate order.
      3. Provide Your project goals and objectives.
      4. Provide guidelines for the use of Your Brand.
      5. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      6. Provide up to two (2) weeks' notice for the scheduling of any onsite Services.
      7. You are responsible for all travel expenses related to any onsite Services You may request.
   B. Project Assumptions.

1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
2. All Services will be performed in English, except as otherwise mutually agreed upon.
3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
4. Any document or output provided by Oracle will be based on Oracle templates.
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

RESPONSYS EXPERT SERVICES

Oracle Marketing Cloud Expert Services (EMEA/JPAC/LAD)

Part #B91010

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to twelve (12) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services indicated by You:
   A. Configuration of the standard functionality of the OMC Cloud Services;
   B. Advice and guidance on use of the standard functionality of the OMC Cloud Services; and
   C. Advice and guidance to facilitate adoption of the OMC Cloud Services by Your Users.

2. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation.
       1. Prior to commencement of the Services, indicate to Oracle the one (1) type of OMC BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services these Services will apply to. Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
       2. Provide a "roadmap" that describes Your planned use of the OMC Cloud Services prior to commencement of the Services, and review and update Your roadmap during provision of the Services.
       3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

   B. Project Assumptions.
       1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single week during the Professional Services Period.
       2. All Services will be performed by Oracle remotely.
       3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
       4. After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis only during the Professional Services Period.
       5. Only the standard functionality of the current OMC Cloud Services version, as defined in the then-current product documentation, will be utilized during the Services.
       6. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
       7. Any document or output provided by Oracle will be based on Oracle templates.
       8.
       9. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
       10. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Unused Services. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of the OMC Cloud Services related to these Services. Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Project Management.   You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document.

You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Expert Concierge Services (EMEA/JPAC/LAD)

Part #B91011

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to sixty (60) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services indicated by You:
    A.   Configuration of the standard functionality of the OMC Cloud Services;
    B.   Advice and guidance on use of the standard functionality of the OMC Cloud Services; and
    C.   Advice and guidance to facilitate adoption of the OMC Cloud Services by Your Users.

2. Your Coopeartion and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A.   Your Cooperation.
        1.   Prior to commencement of the Services, indicate to Oracle the one (1) type of OMC BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services these Services will apply to. Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
        2.   Provide a "roadmap" that describes Your planned use of the OMC Cloud Services prior to commencement of the Services, and review and update Your roadmap during provision of the Services.
        3.   Ensure Your tasks are completed in the timeframe as mutually agreed upon.
    B.   Project Assumptions.
        1.   Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single day during the Professional Services Period.
        2.   All Services will be performed by Oracle remotely.
        3.   Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
        4.   After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis only during the Professional Services Period.
        5.   Only the standard functionality of the current OMC Cloud Services version, as defined in the then-current product documentation, will be utilized during the Services.
        6.   Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
        7.   Any document or output provided by Oracle will be based on Oracle templates.
        8.   Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
        9.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of the OMC Cloud Services related to these Services. Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Project Management</u>.   You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

PILLAR SERVICES

Oracle Marketing Campaign Services
Part #B91173 (EMEA/JPAC/LAD)

1. <u>Description of Services</u>.   During the Professional Services Period (defined below), Oracle will provide You up to fifty (50) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Services:

    - Bluekai
    - CrowdTwist
    - Eloqua
    - Infinity
    - Maxymiser
    - Responsys
    - Social
    - Unity

    A. Provide assistance with the following activities related to Your OMC campaigns ("Campaigns"):
        1. Create a document that describes Your requirements for Campaigns as determined by You ("Campaign specification document"),
        2. Create Campaigns,
        3. Test Campaigns to assess whether they are pursuant to Your requirements in the Campaign specification document,
        4. Modify Campaigns as requested by You,
        5. Launch Campaigns,
        6. Schedule Campaigns, and
        7. Review Campaign results with You;
    B. Attend meetings that You schedule related to the Services;
    C. Provide Campaign status reports;
    D. Provide recommendations on the use of Your OMC Cloud Services;

E. Provide up to two point five (2.5) of the Total Hours to perform the following project management tasks:
    1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
    2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A.   <u>Your Cooperation</u>.
    1. Provide any required guidelines for the use of Your brand(s).
    2. Make Your key stakeholders available as needed.
    3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
    4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
    5. Provide Oracle with any Campaign information needed to perform the Services.
    6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
    7. You are responsible for all travel expenses related to any onsite Services You may request.
B.   <u>Project Assumptions</u>.
    1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
    2. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
    3. Any document or output provided by Oracle will be based on Oracle templates.
    4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
    5. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any single month during the Professional Services Period.
    6. The parties acknowledge and agree that the performance of Services does not require or involve the processing of personal data.
    7. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.

8. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
9. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
10. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Business Adoption Services
Part #B91007 (EMEA/JPAC/LAD Only)

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- Bluekai (Not available for NA Part # B91006)
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Communication.
1. Work with You to plan and facilitate requirements workshops related to Your initiatives with the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements;
2. Work with You to discuss, define, and mutually agree upon a set of deliverables and timelines;
3. Work with You to facilitate change management with your team;
4. Conduct workshops related to Your OMC Cloud Services, including, providing You with update information and planning for future activities; and
5. Work with You to create and maintain a document that describes Your strategic marketing and transformation initiatives related to the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements related to such initiatives ("Roadmap").
B. Customer Experience.
1. Work with You to understand and define your OMC strategy to optimize the experience for every internal and external participant in every interaction with Your brand;
2. Work with You to define, create, update, and/or implement Your governance and operating model alignment relating to Your OMC Cloud Services;
3. Work with You to define requirements and scope and facilitate change management of Your stakeholder engagement and communication;

4. Work with You towards achieving your business goals with a defined OMC strategy;
5. Work with You to analyze Your goals against mutually agreed key performance indicators ("KPIs");
6. Work with You to define and execute a measurement strategy for Your customer experience;
7. Work with You to define and execute optimized internal processes in the delivery of Your customer experience;
8. Work with You to benchmark your platform maturity in order to create a plan for maturity advancement;
9. Work with You to define and report against Your return on investment ("ROI") criteria for your investment in Oracle Consulting;
10. Deliver training and support for the improved adoption of Oracle technology by Your teams;
11. Analyze the gaps between Your current customer experience operations and Your objectives as described in Your Roadmap; and
12. Create and maintain a document that describes Oracle's recommendations for the transformation of your customer experience operations to implement Your objectives.

C. Campaign Planning.
1. Work with You to create a campaign plan to perform campaigns related to Your use of the OMC Cloud Services;
2. Analyze results of campaigns pursuant to the Roadmap performed by You or by Oracle under a separate order;
3. Work with You to create a document that describes contact strategy recommendations for Your OMC campaigns;
4. Review Your OMC campaign results and provide strategic campaign recommendations;
5. Conduct workshops or provide analysis related to Your business adoption initiatives described in Your Roadmap; and
6. Conduct training workshops related to Your use of the OMC Cloud Services pursuant to Your Roadmap.

D. Skills Review.
1. Review Your marketing resources' current skills and roles;
2. Analyze the gaps between Your marketing resources' current skills and roles and those required to implement Your marketing objectives described in Your Roadmap ; and
3. Create and maintain a document that describes Oracle's recommendations for changes to Your marketing resources' current skills and roles to implement Your marketing objectives described in Your Roadmap.

E. Technology Review.
1. Review Your data model and data architecture related to Your current marketing operations;
2. Conduct an audit to compare Your technologies used in Your current marketing operations to Your marketing objectives described in Your Roadmap;
3. Conduct an application programming interface (API) discovery session to identify APIs related to Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap;
4. Review and mutually agree upon how to use the OMC application development framework to use the APIs to create interfaces between Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap; and

5. Create and maintain a document that describes Oracle's recommendations for changes to Your data model, data architecture, marketing technologies, and APIs related to the OMC Cloud Services to implement Your marketing objectives described in Your Roadmap.

F. Provide up to four (4) of the Total Hours to perform the following project management tasks:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks; and
2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. <u>Your Cooperation</u>.
1. Provide any required guidelines for the use of Your brand(s).
2. Make Your key stakeholders available as needed.
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
5. Provide Oracle any data, analysis, or information needed to perform the Services.
6. You are responsible for all travel expenses related to any onsite Services You may request.
B. <u>Project Assumptions</u>.
1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
5. Any document or output provided by Oracle will be based on Oracle templates.
6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Creative Services

Part #B91005 (EMEA, JAPAC & LAD Only)

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- BlueKai
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Provide creative concepts and non-image design content for Your OMC marketing materials;
B. Create email and landing page templates for Your OMC marketing materials;
C. Assist You with kinetic design and HTML coding requirements for Your OMC marketing materials;
D. Assist You with mobile display optimization of Your OMC marketing materials;
E. Review the creative design, copy, and code of Your OMC marketing materials;
F. Provide recommendations regarding Your OMC marketing material creative production process;
G. Assist You to plan Your OMC marketing program content;
H. Conduct workshops related to Your OMC marketing material creatives; and
I. Provide up to six (6) of the Total Hours to perform the following project management tasks:
    1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
    2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to

provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation.
      1. Provide any required guidelines for the use of Your brand(s).
      2. Make Your key stakeholders available as needed.
      3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
      5. Provide Oracle Your OMC marketing material creative requirements, images, and assets, and any data, analysis, or information needed to perform the Services.
      6. You are responsible for all travel expenses related to any onsite Services You may request.
   B. Project Assumptions.
      1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
      2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
      3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
      4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
      5. Any document or output provided by Oracle will be based on Oracle templates.
      6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
      7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Technical Services (EMEA/JPAC/LAD)

Part #B91401 (EMEA/JAPAC/LAD)

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide You with up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- BlueKai
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Configure the standard functionality of the OMC Cloud Services;
B. Provide advice and guidance on use of the standard functionality of the OMC Cloud Services;
C. Schedule and attend workshops related to the OMC Cloud Services;
D. Provide up to six (6) of the Total Hours to perform the following project management tasks:
   1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
   2. Plan and schedule Oracle resources.

2. Unused Services. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation.
      1. Provide any required guidelines for the use of Your brand(s).
      2. Make Your key stakeholders available as needed.
      3. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
      4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
      5. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
      6. You are responsible for all travel expenses related to any onsite Services You may request.
   B. Project Assumptions.
      1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
      2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.

3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
4. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
6. Any document or output provided by Oracle will be based on Oracle templates.
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Project Management Services (EMEA/JPAC/LAD)
Part # B92592 (EMEA/JPAC/LAD)

1. Description of Services. During the Professional Services Period (define below), Oracle will provide You with up to ten (10) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- BlueKai
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Provide a point of contact for Your project.
B. Provide coordination of the project progress, including change requests.
C. Create a document that includes the progress of Your OMC engagements ("OMC Project Roadmap").
D. Coordinate status meetings with key stakeholders (both Yours and Oracle).
E. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle.
F. Document and track project issues and requests for change.
G. Assist in coordinating the scoping of new projects, if applicable.
H. Plan and schedule Oracle resources, and

l.   Assist in coordinating for integration of CX Marketing products.

2.   Unused Services. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3.   Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A.   Your Coperation.
1.   Make Your key stakeholders available as needed.
2.   Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
3.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
4.   Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
5.   You are responsible for all travel expenses related to any onsite Services You may request.

B.   Project Assumptions.
1.   The Services will be performed by Oracle remotely or onsite at a mutually agreed upon location.
2.   The Services will be performed in English, unless another language is mutually agreed to.
3.   Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
4.   The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
5.   Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
6.   Any document or output provided by Oracle will be based on Oracle templates.
7.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.   Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document.

You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Hourly Technical Services (EMEA/JPAC/LAD)

Part #B91176

1. Description of Services. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of technical hours identified in Your order to assist You with Your Oracle Marketing Cloud platform. Such assistance may include any of the following tasks ("In Scope Tasks"):

   A. Technical Services Activities.
      1. Perform data scoping activities;
      2. Assist You with the configuration and/or building of Your:
         a. Client relationship management ("CRM") data transfer,
         b. Campaigns, audience filters, segments and/or programs,
         c. Custom Data Objects,
         d. Closed Loop Reporting,
         e. Lead Scoring Model, and/or
         f. Lead Nurturing Campaign;
      3. Assist with Your Oracle database maintenance;
      4. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to:
         a. Perform platform specific user interface ("UI") end user training,
         b. Review with You the In Scope Tasks; and/or
         c. Discuss Your campaign strategy, design and maintenance, audience selection and analysis and programmatic operational execution; and/or
      5. Provide assistance to address any platform specific issues identified by You;

   B. Project Management Tasks.
      1. Provide point of contact for Your project(s).
      2. Provide coordination of the project progress including change requests.
      3. Assist in coordinating the scoping of new projects, if applicable.
      4. Plan and budget Oracle resources for Your project(s), as approved by You.
      5. Provide project status reports.
      6. Create and manage project schedules, including dependencies and key milestones.
      7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
      8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).

2. Unused Services. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A. Your Cooperation.
        1. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
        2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
    B. Project Assumptions.
        1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
        2. All Services will be performed by Oracle remotely.
        3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
        4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
        5. Any documents provided by Oracle will be in Microsoft Office format.
        6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
        7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
        8. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
        9. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
        10. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
        11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

INACTIVE SKUs

Responsys Multibrand Smart Start Implementation Add On Service

Part #B90811 (NA Only)

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services for one (1) additional Brand related to Your separately ordered Oracle Responsys ("Responsys") Smart Start Implementation Service:
   A. <u>Account Provisioning Activities</u>.
      1. Conduct one (1) account setup session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to:
         a. Provide to You a discovery questionnaire document ("Discovery Questionnaire"),
         b. Provide to You instructions on how to delegate to Oracle Your Name Service ("NS") record subdomain,
         c. Assist You to determine Your client hosted reply-to address and automatic reply-to processing,
         d. Provide a document to You describing how to implement the Interact conversion tracking pixel ("Pixel") on Your website(s), and
         e. Assist You to configure Your Secure Socket Layer ("SSL") certification and Secure Shell ("SSH2") public/private keys for data transfer security to the Oracle operations teams for configuration.
   B. <u>Strategic Activities</u>.
      1. Work with You to update the Strategic Roadmap document ("Strategic Roadmap") created under Your separately ordered Responsys Smart Start Implementation Service to add Your additional Brand; and
      2. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to present and discuss Your Strategic Roadmap.
   C. <u>Data Management Activities</u>.
      1. Conduct one (1) workshop session of up to six (6) hours in duration that may be attended by up to twelve (12) of Your participants to:
         a. Review Your completed Discovery Questionnaire and Your Strategic Roadmap,
         b. Identify Your contact list's primary data key, and
         c. Work with You to update the Functional Specification Document created under Your separately ordered Responsys Smart Start Implementation Service to add Your additional Brand;
      2. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to:
         a. Review Your Functional Specification Document, and
         b. Mutually agree upon any changes required to Your Functional Specification Document;
      3. Complete up to one (1) revision of Your Functional Specification Document; and
      4. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to present Your revised Functional Specification Document.
   D. <u>Marketing Setup Activities</u>.
      1. Build an Oracle predefined 'welcome' program;

2. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to present an overview of the welcome program; and
3. Conduct one (1) web conference session of up to two (2) hours in duration that may be attended by up to twelve (12) of Your participants to assist You in configuring one (1) standard hosted form.

E. Email Channel Implementation.
1. Evaluate the deliverability of Your Responsys campaign emails for one (1) Responsys internet protocol ("IP") address ("the Responsys IP Address");
2. Review Your current mailing list, programs and practices;
3. Identify the daily sending volumes on the Responsys IP Address;
4. Review Your internet service provider ("ISP") thresholds for inbox delivery;
5. Review the following key deliverability metrics (collectively "Deliverability Metrics"):
   a. Current hard bounce rates,
   b. Current soft bounce rates,
   c. Audience response, and
   d. Current complaint rates;
6. Based on the activities described in Sections 1.E.1-5 above, create a plan to "warm-up" the Responsys IP Address and increase campaign activity to full email sending volume ("Warm-Up Plan");
7. Conduct one (1) web conference session of up to thirty (30) minutes in duration that may be attended by up to twelve (12) of Your participants to provide recommendations regarding the setting up of a new "from" address for Your Responsys marketing emails;
8. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to assist You to configure up to one (1) warm-up campaign for one (1) of the following campaign types, as described in the Warm-Up Plan:
   a. Yahoo,
   b. MSN,
   c. Gmail,
   d. AOL, or
   e. One secondary ISP;
9. Conduct one (1) web conference session of up to one (1) hour in duration that may be attended by up to twelve (12) of Your participants to provide assistance with importing data using the Responsys standard Connect module to configure one (1) data integration required to load Your warm-up email contacts into Your Responsys account master contacts list table as defined in the Warm-Up Plan; and
10. Conduct three (3) additional reviews of the Deliverability Metrics at the times specified in the Warm-Up Plan.

2. Unused Services. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services

Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A. Your Cooperation.
        1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        2. Obtain a Responsys Elementary, Universal, or Enterprise Smart Start Implementation Service under separate order.
        3. Provide Your project goals and objectives.
        4. Provide guidelines for the use of Your Brand.
        5. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
        6. Provide up to two (2) weeks' notice for the scheduling of any onsite Services.
        7. You are responsible for all travel expenses related to any onsite Services You may request.
    B. Project Assumptions.
        1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
        2. All Services will be performed in English, except as otherwise mutually agreed upon.
        3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
        4. Any document or output provided by Oracle will be based on Oracle templates.
        5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
        6. Only the standard functionality of the current Responsys version, as defined in the then-current product documentation, will be utilized during the Services.
        7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5. Resource Costs. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle

the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Architecture Service, Level 1 (NA Only)

Part #: B90197

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide the following services ("Services") related to Your Oracle Responsys marketing platform ("Responsys"):
    A. Conduct one (1) discovery session ("Discovery Meeting"), which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to:
        1. Discuss the Services,
        2. Discuss Your roles and responsibilities,
        3. Discuss Your pre-requisites, and
        4. Mutually create a project checklist document ("Project Checklist");
    B. Provide to You a questionnaire for You to complete related to Your business and technical requirements ("Requirements Document");
    C. Create a document that contains Oracle's design recommendations ("Design Document") for up to two (2) of the following Responsys functionalities:
        1. Audience Designer,
        2. Filter Designer,
        3. Program,
        4. Table Schema,
        5. Table Structure,
        6. Integration of Responsys with up to one (1) of Your third party systems integrations,
        7. Integration methodology via Connect, web service application programming interface (WS API) or Forms,
        8. Data Maintenance,
        9. Profile Maintenance for up to one (1) channel,
        10. Custom Data Extract, Transformation and Load (ETL),
        11. Responsys Programming Language (RPL), and/or
        12. Structured Query Language (SQL) Views;
    D. Conduct one (1) design review meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of your participants to review the contents of the Design Document; and
    E. Perform the following project management activities:
        1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle; and
        2. Plan and schedule Oracle resources.

2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A. <u>Your Cooperation</u>.
        1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        2. Complete and return to Oracle Your Requirements Document within seven (7) days of delivery to You.
        3. For any onsite meetings, provide Oracle with a minimum of seven (7) days' notice.

B.   Project Assumptions.
1.   No more than six (6) hours of Services per day will be utilized by You.
2.   All Services will be performed by Oracle remotely or at Your facility.
3.   All Services will be delivered in English.
4.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Unused Services. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein.   In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Architecture Service, Level 2 (NA Only)

Part #: B90198

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide the following services ("Services") related to Your Oracle Responsys marketing platform ("Responsys"):
A.   Conduct one (1) discovery session ("Discovery Meeting"), which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to:
1.   Discuss the Services,
2.   Discuss Your roles and responsibilities,
3.   Discuss Your pre-requisites, and
4.   Mutually create a project checklist document ("Project Checklist");
B.   Provide to You a questionnaire for You to complete related to Your business and technical requirements ("Requirements Document");
C.   Create a document that contains Oracle's design recommendations ("Design Document") for up to four (4) of the following Responsys functionalities:
1.   Audience Designer,
2.   Filter Designer,
3.   Program,
4.   Table Schema,
5.   Table Structure,
6.   Integration of Responsys with up to one (1) of Your third party systems integrations,
7.   Integration methodology via Connect, web service application programming interface (WS API) or Forms,
8.   Data Maintenance,
9.   Profile Maintenance for up to one (1) channel,

10. Custom Data Extract, Transformation and Load (ETL),
11. Responsys Programming Language (RPL), and/or
12. Structured Query Language (SQL) Views;

D. Conduct one (1) design review meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of your participants to review the contents of the Design Document; and

E. Perform the following project management activities:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle; and
2. Plan and schedule Oracle resources.

2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. <u>Your Coopearation</u>.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Complete and return to Oracle Your Requirements Document within seven (7) days of delivery to You.
3. For any onsite meetings, provide Oracle with a minimum of seven (7) days' notice.
B. <u>Project Assumptions</u>.
1. No more than six (6) hours of Services per day will be utilized by You.
2. All Services will be performed by Oracle remotely or at Your facility.
3. All Services will be delivered in English.
4. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Creative Jump Start Services, Level 1 (NA Only)

Part #: B90180

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide up to a maximum of one hundred fifty-seven (157) hours to perform the activities below related to Your Oracle Responsys marketing platform ("Responsys") creative activities ("Services"):

A. Conduct a weekly remote web conference call which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to discuss which of the following activities that you would like Oracle to perform ("In-Scope Activities"):
1. Creating email templates and frameworks,
2. Performing activities related to the mobile optimization of Your marketing program,
3. Perform review(s) of Your creative design, copy and code,
4. Making changes to Your production process, and/or
5. Assist You to plan Your marketing program content;
B. Perform Your In-Scope Activities; and
C. Perform the following project management activities:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
2. Plan and schedule Oracle resources; and
3. Document and track project issues and requests for change.

2. <u>Your Cooperation and Project Assumptions</u>.   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
  A. <u>Your Cooperation</u>.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Provide Oracle with seven (7) days' notice if You plan to use more than ten (10) hours of Services in a single week.
3. Provide Oracle with forty-eight (48) hours' notice if You plan to use more than four (4) hours of Services in a single day.
  B. <u>Project Assumptions</u>.
1. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
2. All Services will be performed by Oracle remotely.
3. All Services will be delivered in English.
4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
5. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified above in Section 1 and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You

may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Creative Jump Start Services, Level 2 (NA Only)

Part #: B90181

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide up to a maximum of three hundred twelve (312) hours to perform the activities below related to Your Oracle Responsys marketing platform ("Responsys") creative activities ("Services"):
   A.   Conduct a weekly remote web conference call which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to discuss which of the following activities that you would like Oracle to perform ("In-Scope Activities"):
      1.   Creating email templates and frameworks,
      2.   Performing activities related to the mobile optimization of Your marketing program,
      3.   Perform review(s) of Your creative design, copy and code,
      4.   Making changes to Your production process, and/or
      5.   Assist You to plan Your marketing program content;
   B.   Perform Your In-Scope Activities; and
   C.   Perform the following project management activities:
      1.   Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
      2.   Plan and schedule Oracle resources; and
      3.   Document and track project issues and requests for change.

2. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A.   Your Cooperation.
      1.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2.   Provide Oracle with seven (7) days' notice if You plan to use more than twenty (20) hours of Services in a single week.
      3.   Provide Oracle with forty-eight (48) hours' notice if You plan to use more than four (4) hours of Services in a single day.
   B.   Project Assumptions.
      1.   Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
      2.   All Services will be performed by Oracle remotely.
      3.   All Services will be delivered in English.

4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
5. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified above in Section 1 and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Creative Jump Start Services, Level 3 (NA Only)

Part #: B90182

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide up to a maximum of six hundred twenty-five (625) hours to perform the activities below related to Your Oracle Responsys marketing platform ("Responsys") creative activities ("Services"):
   A. Conduct a weekly remote web conference call which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to discuss which of the following activities that you would like Oracle to perform ("In-Scope Activities"):
      1. Creating email templates and frameworks,
      2. Performing activities related to the mobile optimization of Your marketing program,
      3. Perform review(s) of Your creative design, copy and code,
      4. Making changes to Your production process, and/or
      5. Assist You to plan Your marketing program content;
   B. Perform Your In-Scope Activities; and
   C. Perform the following project management activities:
      1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
      2. Plan and schedule Oracle resources; and
      3. Document and track project issues and requests for change, and conduct project status calls with Your primary contact.
2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Provide Oracle with seven (7) days' notice if You plan to use more than forty (40) hours of Services in a single week.
3. Provide Oracle with forty-eight (48) hours' notice if You plan to use more than four (4) hours of Services in a single day.
B. Project Assumptions.
1. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
2. All Services will be performed by Oracle remotely.
3. All Services will be delivered in English.
4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
5. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified above in Section 1 and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Unused Services. The Services must be used within twelve (12) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Technical Services (NA Only)

Part #B86881

1. Description of Services. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of technical hours identified in Your order to assist You with Your Oracle Marketing Cloud Responsys platform ("Responsys"). Such assistance may include any of the following tasks ("In Scope Tasks"):
A. Technical Services Activities.

1. Perform data scoping activities;
2. Assist You with the configuration and/or building of Your:
   a. SFTP data transfer,
   b. Connect Jobs,
   c. Campaigns,
   d. Responsys Personalization Language ("RPL"),
   e. Audience Filters,
   f. Structured Query Language ("SQL") views,
   g. Responsys Programs,
   h. Contact Lists,
   i. Profile Extension Tables ("PETs"), and/or
   j. Supplemental tables;
3. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to:
   a. Review with You the In Scope Tasks; and/or
   b. Discuss Your Responsys campaign strategy, design and maintenance, audience selection and analysis and programmatic operational execution; and/or
4. Provide assistance to address Responsys issues identified by You.

B. Project Management Tasks.
   1. Provide point of contact for Your project(s).
   2. Provide coordination of the project progress including change requests.
   3. Assist in coordinating the scoping of new projects, if applicable.
   4. Plan and budget Oracle resources for Your project(s), as approved by You.
   5. Provide project status reports.
   6. Create and manage project schedules, including dependencies and key milestones.
   7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
   8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).

2. Unused Services. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
   B. Project Assumptions.

1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
2. All Services will be performed by Oracle remotely.
3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
5. Any documents provided by Oracle will be in Microsoft Office format.
6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
9. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
10. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Premium Strategic Services Email Accelerator Pack (NA Only)

Part #B86006

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You one (1) evaluation of all Oracle Responsys Cloud Service ("Responsys") marketing email programs for one (1) customer brand. Your evaluation will include:
   A. Provide to You a form in which You can enter the requested information necessary for Oracle to provide the Services ("Discovery Document");
   B. Create a document ("Email Performance Accelerator Pack"), to summarize Your evaluation, which will consist of:
      1. <u>Campaign and audience insights</u>: Contains email performance benchmarks, campaign trends and audience insights;
      2. <u>Email program scorecard</u>: Scorecard ranks Your Responsys marketing email program across eleven (11) key success factors and evaluates how Your marketing email programs compare to industry best practices;

3. <u>Email contact map</u>: Compares Your lifecycle messaging against industry best practices and identifies phased recommendations to fill in gaps in automation opportunities;
4. <u>Deliverability check-up</u>: Evaluates deliverability success factors and provides recommendations based on findings;
5. <u>Creative evaluation</u>: Performs an assessment of the creative content of up to three (3) email campaigns against the following four (4) key criteria and includes tactical recommendations based on the assessment:
   a. Execution,
   b. Content,
   c. Mobile optimization, and
   d. Cross channel;
6. <u>Recommendation roadmap</u>: Contains phased, tactical recommendations to accelerate email performance based on Scorecard evaluation and audience insights; and
7. <u>Three (3) program blueprints</u>: Three program blueprints describing program strategy for high priority automations and include high level program design, message cadence and high level message content concepts.

C. Conduct one (1) onsite session, which is up to five (5) hours in duration and may be attended by up to twelve (12) of Your participants to review the Email Performance Accelerator Pack document.

2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the effective date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Make key stakeholders available as needed.
      3. Complete and return to Oracle the Discovery Document within two (2) weeks of delivery to You.
      4. Provide a list of up to three (3) of Your competitors.
      5. Provide the name of Your three (3) campaigns for the creative evaluation.
      6. Make program performance data available as necessary and in a format requested by Oracle.
      7. Ensure tasks are completed in timeframe as mutually agreed upon in project plan.
   B. <u>Project Assumptions</u>.
      1. The Email Performance Accelerator Pack will be provided in Microsoft PowerPoint format.
      2. All Services will be performed in English.

3. Success factors are pre-defined by Oracle.
4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
5. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Creative Services (NA Only)

Part # B90255

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the Quantity of hours set out in Your order to assist You with any of the following services ("Services") related to Your campaign(s) within Your Oracle Responsys marketing platform ("Responsys"):
   A. <u>Creative Services</u>
      1. Perform creative direction services as requested by You;
      2. Perform design services as requested by You;
      3. Perform copywriting services as requested by You;
      4. Perform content strategy services as requested by You;
      5. Perform web development services as requested by You;
      6. Perform quality assurance testing of your marketing emails as requested by You;
      7. Perform creative consulting services as requested by You;
      8. Perform other creative production assistance, as requested by You and mutually agreed toby Oracle in its sole discretion;
      9. Remotely attend meetings that You schedule related to the creative Services; and
      10. Prepare and remotely conduct any of the following creative workshops:
         a. Responsys Mobile Workshop;
         b. Responsys Trends and Innovations Workshop; or
         c. Responsys Accessibility Workshop;
   B. <u>Project Management Services</u>
      1. As mutually agreed upon by You and Oracle, create a list of the creative Services to be performed;
      2. Plan and schedule Oracle resources;
      3. Document and track project issues and requests for change; and
      4. If requested, conduct project status calls with Your project manager.

2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used

within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A. <u>Your Cooperation</u>.
        1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        2. Provide any required guidelines or assets for the use of Your brand(s).
        3. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.

        4. Provide Oracle with no fewer than two (2) business days' notice for any scheduled meetings.
        5. Creative workshop (as set out in section 1.A.10 above) obligations:
            a. Your creative resource must arrange to meet with Oracle's project manager to determine which workshop You would like Oracle to conduct and the number of workshop hours needed to:
                i.   Prepare for Your workshop, and
                ii. Conduct Your workshop;
            b. Schedule Your remote workshop with Oracle no fewer than twenty-one (21) business days in advance of Your workshop.
            c. Provide the following to Oracle no fewer than twenty-one (21) business days before Your scheduled workshop:
                i.   Up to five (5) creative examples;
                ii. The name of the workshop You would like Oracle to conduct;
                iii. Your workshop goals; and
                iv. Your audience breakdown, including device and platform, if available.
    B. <u>Project Assumptions</u>.
        1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
        2. All Services will be performed by Oracle remotely.
        3. Any documents provided by Oracle will be in Microsoft Office format.
        4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
        5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

6. You understand and acknowledge that Oracle shall only assist You for up to the Quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that Quantity of hours.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Program Management Services (Per Hour) (NA Only)

Part # B88509

1. <u>Description of Services</u>. Oracle will make available to You , the quantity of program management hours identified in Your order to assist You with Your Oracle Marketing Cloud Responsys product ("Responsys"). Such assistance may include any of the following tasks ("In Scope Tasks"):
   A. Program Management Tasks.
      1. Create a document that includes the progress of Your Responsys engagements ("Responsys Project Roadmap"); and/or
      2. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to review Your Responsys Project Roadmap.
   B. Project Management Tasks.
      1. Provide point of contact for Your project.
      2. Provide coordination of the project progress including change requests.
      3. Assist in coordinating the scoping of new projects, if applicable.
      4. Plan and budget Oracle resources for Your project, as approved by You.
      5. Provide project status reports.
      6. Create and manage project schedules, including dependencies and key milestones.
      7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
      8. Provide recommendations on how to use Responsys and the features licensed for Your project.

2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services which Services will be scheduled at a mutually agreed upon date and time.
      2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
      4. Ensure You have at least two (2) Responsys engagements for which You require coordination.
   B. <u>Project Assumptions</u>.
      1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
      2. All Services will be performed by Oracle remotely and/or onsite.
      3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.

4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
5. Any documents provided by Oracle will be in Microsoft Office format.
6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month.
9. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
10. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Responsys Strategy Premium Services (NA Only) (Per Hour)

Part # B88511

1. Description of Services. Oracle will make available to You the quantity of strategic premium hours identified in Your order to assist You with Your Oracle Responsys platform ("Responsys"). Such assistance may include any of the following activities ("In-Scope Tasks"):
A. Strategic Tasks.
1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
3. Review campaign results and provide recommendations;
4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
5. Create customer targeting or segmentation recommendations;
6. Create audience segmentation models based on data held by You in Your Responsys account;
7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
8. Conduct data analyses to determine Your audience and campaign performance trends;
9. Attend scheduled meetings related to the In-Scope Tasks;
10. Conduct strategic module workshop(s); and/or
11. Conduct strategic training related to Your Responsys platform.
B. Project Administration Tasks.

1. Assist in coordinating the scoping of new projects, if applicable.
2. Plan and budget Oracle resources for Your project(s), as approved by You.
3. Provide project status reports.
4. Coordinate status meetings with key stakeholders (both Yours and Oracle).

2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services which Services will be scheduled at a mutually agreed upon date and time.
      2. Provide any required guidelines for the use of Your brand(s).
      3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      4. Ensure Your necessary stakeholders are available as requested by Oracle.
      5. Provide campaign performance data as requested by Oracle.
      6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
   B. <u>Project Assumptions</u>.
      1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
      2. Services will be performed by Oracle remotely and/or onsite.
      3. Any documents provided by Oracle will be in Microsoft Office format.
      4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
      5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      6. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
      7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Project Management</u>. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Responsys Strategy Standard Services (NA Only) (Per Hour)

Part # B88512

1. <u>Description of Services</u>. Oracle will make available to You the quantity of strategic standard hours identified in Your order to assist You with Your Oracle Responsys platform ("Responsys"). Such assistance may include any of the following activities ("In-Scope Tasks"):
   A. <u>Strategic Tasks</u>.
      1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
      2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
      3. Review campaign results and provide recommendations;

4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
5. Create customer targeting or segmentation recommendations;
6. Create audience segmentation models based on data held by You in Your Responsys account;
7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
8. Conduct data analyses to determine Your audience and campaign performance trends;
9. Attend scheduled meetings related to the In-Scope Tasks;
10. Conduct strategic module workshop(s); and/or
11. Conduct strategic training related to Your Responsys platform.
B. Project Administration Tasks.
1. Assist in coordinating the scoping of new projects, if applicable.
2. Plan and budget Oracle resources for Your project(s), as approved by You.
3. Provide project status reports.
4. Coordinate status meetings with key stakeholders (both Yours and Oracle).

2. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services which Services will be scheduled at a mutually agreed upon date and time.
2. Provide any required guidelines for the use of Your brand(s).
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Ensure Your necessary stakeholders are available as requested by Oracle.
5. Provide campaign performance data as requested by Oracle.
6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
B. Project Assumptions.
1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
2. Services will be performed by Oracle remotely and/or onsite.
3. Any documents provided by Oracle will be in Microsoft Office format.
4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Project Management. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Oracle Marketing Business Adoption Services

Part #B91006 (NA Only)

1. <u>Description of Services</u>.   During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

   • Bluekai (Not available for NA Part # B91006)
   • CrowdTwist
   • Eloqua
   • Infinity
   • Maxymiser
   • Responsys
   • Social
   • Unity

   A. <u>Communication.</u>
      1. Work with You to plan and facilitate requirements workshops related to Your initiatives with the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements;
      2. Work with You to discuss, define, and mutually agree upon a set of deliverables and timelines;
      3. Work with You to facilitate change management with your team;
      4. Conduct workshops related to Your OMC Cloud Services, including, providing You with update information and planning for future activities; and
      5. Work with You to create and maintain a document that describes Your strategic marketing and transformation initiatives related to the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements related to such initiatives ("Roadmap").
   B. <u>Customer Experience.</u>
      1. Work with You to understand and define your OMC strategy to optimize the experience for every internal and external participant in every interaction with Your brand;
      2. Work with You to define, create, update, and/or implement Your governance and operating model alignment relating to Your OMC Cloud Services;
      3. Work with You to define requirements and scope and facilitate change management of Your stakeholder engagement and communication;
      4. Work with You towards achieving your business goals with a defined OMC strategy;
      5. Work with You to analyze Your goals against mutually agreed key performance indicators ("KPIs");
      6. Work with You to define and execute a measurement strategy for Your customer experience;
      7. Work with You to define and execute optimized internal processes in the delivery of Your customer experience;
      8. Work with You to benchmark your platform maturity in order to create a plan for maturity advancement;
      9. Work with You to define and report against Your return on investment ("ROI") criteria for your investment in Oracle Consulting;

10. Deliver training and support for the improved adoption of Oracle technology by Your teams;
11. Analyze the gaps between Your current customer experience operations and Your objectives as described in Your Roadmap; and
12. Create and maintain a document that describes Oracle's recommendations for the transformation of your customer experience operations to implement Your objectives.

C. Campaign Planning.
1. Work with You to create a campaign plan to perform campaigns related to Your use of the OMC Cloud Services;
2. Analyze results of campaigns pursuant to the Roadmap performed by You or by Oracle under a separate order;
3. Work with You to create a document that describes contact strategy recommendations for Your OMC campaigns;
4. Review Your OMC campaign results and provide strategic campaign recommendations;
5. Conduct workshops or provide analysis related to Your business adoption initiatives described in Your Roadmap; and
6. Conduct training workshops related to Your use of the OMC Cloud Services pursuant to Your Roadmap.

D. Skills Review.
1. Review Your marketing resources' current skills and roles;
2. Analyze the gaps between Your marketing resources' current skills and roles and those required to implement Your marketing objectives described in Your Roadmap ; and
3. Create and maintain a document that describes Oracle's recommendations for changes to Your marketing resources' current skills and roles to implement Your marketing objectives described in Your Roadmap.

E. Technology Review.
1. Review Your data model and data architecture related to Your current marketing operations;
2. Conduct an audit to compare Your technologies used in Your current marketing operations to Your marketing objectives described in Your Roadmap;
3. Conduct an application programming interface (API) discovery session to identify APIs related to Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap;
4. Review and mutually agree upon how to use the OMC application development framework to use the APIs to create interfaces between Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap; and
5. Create and maintain a document that describes Oracle's recommendations for changes to Your data model, data architecture, marketing technologies, and APIs related to the OMC Cloud Services to implement Your marketing objectives described in Your Roadmap.

F. Provide up to four (4) of the Total Hours to perform the following project management tasks:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks; and
2. Plan and schedule Oracle resources.

2. Unused Services. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a)

expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A.   Your Cooperation.
        1.   Provide any required guidelines for the use of Your brand(s).
        2.   Make Your key stakeholders available as needed.
        3.   Ensure Your tasks are completed in the timeframe as mutually agreed upon.
        4.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
        5.   Provide Oracle any data, analysis, or information needed to perform the Services.
        6.   You are responsible for all travel expenses related to any onsite Services You may request.
    B.   Project Assumptions.
        1.   All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
        2.   Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
        3.   The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
        4.   Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
        5.   Any document or output provided by Oracle will be based on Oracle templates.
        6.   The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
        7.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
        8.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Monthly Account Management Small – (NA Only)

Part # B92896

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to fifteen (15) times the number indicated in the Quantity field in Your order for this part number of assistance with the following account management activities ("Services") related to Your Oracle Responsys ("Responsys") email channel digital marketing:

   A. Provide an Oracle consulting resource as Your single point of contact;
   B. Manage and host weekly meetings to review relevant topics, goals, initiatives, and any open technical support Service Requests (SRs);
   C. Manage and host quarterly executive steering committee meetings on Your Responsys email accounts. Such meeting discussions may include comparison of data related to Your Responsys email accounts to industry data, open/click rates, creative overview, best performing campaign that quarter, or best practices;
   D. Provide industry data to compare to data related to Your Responsys email accounts;
   E. Provide escalation of Your SRs with Oracle support, as needed.

2. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
       1. You are responsible for all travel expenses related to any onsite Services You may request.
   B. <u>Project Assumptions</u>.
       1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than 3.75 hours of Services in any single week during the Professional Services Period.
       2. All Services will be delivered in English.
       3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.

4. The Services will be performed by Oracle remotely or onsite, as mutually agreed upon.
5. Any documents provided by Oracle will be in Microsoft Office format.
6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
7. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
8. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Monthly Account Management Medium – (NA Only)

Part # B92897

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to thirty (30) times the number indicated in the Quantity field in Your order for this part number of assistance with the following account management activities ("Services") related to Your Oracle Responsys ("Responsys") email channel digital marketing:
   A. Provide an Oracle consulting resource as Your single point of contact.
   B. Manage and host weekly meetings to review relevant topics, goals, initiatives and any open technical support Service Requests (SRs).
   C. Manage and host executive steering committee meetings every two (2) months on Your Responsys email accounts. Such meeting discussions may include comparison of data related to Your Responsys email accounts to industry data, open/click rates, creative overview, best performing campaign that two (2) month period, or best practices.
   D. Provide assistance with Your Responsys email account projects, Your questions related to Your Responsys email accounts, and Your SRs.
   E. Manage and host up to two (2) business review meetings per year during the Professional Services Period to discuss Your business objectives related to Your Responsys email accounts and provide recommendations related to such business objectives.

F.   Provide industry data to compare to data related to Your Responsys email accounts.

G.   Provide escalation of Your SRs with Oracle support, as needed.

2. <u>Unused Services</u>.   Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>.   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A.   <u>Your Cooperation</u>.
    1.   You are responsible for all travel expenses related to any onsite Services You may request.

B.   <u>Project Assumptions.</u>
    1.   Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than 7.5 hours of Services in any single week during the Professional Services Period.
    2.   All Services will be delivered in English.
    3.   The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
    4.   The Services will be performed by Oracle remotely or onsite, as mutually agreed upon.
    5.   Any documents provided by Oracle will be in Microsoft Office format.
    6.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
    7.   Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
    8.   You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
    9.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Monthly Account Management Large – (NA Only)

Part # B92898

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to eighty-five (85) times the number indicated in the Quantity field in Your order for this part number of assistance with the following account management activities ("Services") related to Your Oracle Responsys ("Responsys") email channel digital marketing:
   A. Provide an Oracle consulting resource as Your single point of contact.
   B. Manage and host weekly meetings to review relevant topics, goals, initiatives and any open technical support Service Requests (SRs).
   C. Manage and host monthly executive steering committee meetings on Your Responsys email accounts. Such meeting discussions may include comparison of data related to Your Responsys email accounts to industry data, open/click rates, creative overview, best performing campaign that month, or best practices.
   D. Provide assistance, including through weekly to daily interaction by email or phone, with Your Responsys email account projects, Your questions related to Your Responsys email accounts, and Your SRs.
   E. Create and manage project schedules related to Your Responsys email accounts, including dependencies and key milestones.
   F. Provide recommendations on strategic use of Your Responsys email accounts.
   G. Provide industry data to compare to data related to Your Responsys email accounts.
   H. Manage and host up to two (2) business review meetings per year during the Professional Services Period to discuss Your business objectives related to Your Responsys email accounts and provide recommendations related to such business objectives.
   I. Provide escalation of Your SRs with Oracle support, as needed.

2. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You

shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>.   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. You are responsible for all travel expenses related to any onsite Services You may request.

   B. <u>Project Assumptions</u>.
      1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than 21.25 hours of Services in any single week during the Professional Services Period.
      2. All Services will be delivered in English.
      3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
      4. The Services will be performed by Oracle remotely or onsite, as mutually agreed upon.
      5. Any documents provided by Oracle will be in Microsoft Office format.
      6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      7. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
      8. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
      9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Cloud Campaign Services

Part # B91008 (NA Only)

1. <u>Description of Services</u>.   During the Professional Services Period (defined below), Oracle will provide You up to fifty-seven point five (57.5) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of Your Oracle Marketing Cloud ("OMC") Eloqua, Infinity, Maxymiser or Responsys Cloud Services:
   A. Provide assistance with the following activities related to Your OMC campaigns ("Campaigns"):

1. Create a document that describes Your requirements for Campaigns as determined by You ("Campaign specification document"),
2. Create Campaigns,
3. Test Campaigns to assess whether they are pursuant to Your requirements in the Campaign specification document,
4. Modify Campaigns as requested by You,
5. Launch Campaigns,
6. Schedule Campaigns, and
7. Review Campaign results with You;

B. Attend meetings that You schedule related to the Services;
C. Provide Campaign status reports;
D. Provide recommendations on the use of Your OMC Cloud Services;
E. Provide up to eight (8) of the Total Hours to perform the following project management tasks:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies :
A. <u>Your Cooperation</u>.
1. Provide any required guidelines for the use of Your brand(s).
2. Make Your key stakeholders available as needed.
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
5. Provide Oracle with any Campaign information needed to perform the Services.
6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
7. You are responsible for all travel expenses related to any onsite Services You may request.
B. <u>Project Assumptions</u>.

1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
2. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
3. Any document or output provided by Oracle will be based on Oracle templates.
4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
5. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any single month during the Professional Services Period.
6. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
7. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
8. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Campaign Services, Advanced (NA Only)

Part #B86865

1. Description of Services. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of campaign hours identified in Your order to assist You with Your Oracle Marketing Cloud Responsys product ("Responsys"). Such assistance may include any of the following activities ("In-Scope Tasks"):
   A. Campaign Tasks.
      1. Create, test, modify, launch, schedule, review and/or provide recommendations to You for any of the following Responsys features ("In Scope Features"):
         a. Responsys Campaign, and/or
         b. Responsys Marketing Program;
      2. Create a filter using Responsys Filter Designer or structured query language ("SQL");
      3. Create Your customer-specific information in Your emails or forms using Responsys' Built-in Function feature and Responsys Personalization Language ("RPL");
      4. Remotely attend meetings that You schedule related to the In-Scope Tasks.
   B. Project Management Tasks.
      1. Provide point of contact for Your project(s).

2.   Provide coordination of the project progress including change requests.
3.   Assist in coordinating the scoping of new projects, if applicable.
4.   Plan and budget Oracle resources for Your project(s), as approved by You.
5.   Provide project status reports.
6.   Create and manage project schedules, including dependencies and key milestones.
7.   Coordinate status meetings with key stakeholders (both Yours and Oracle).
8.   Provide recommendations on how to use Your Responsys applications and the features licensed for Your projects(s).

2.   Unused Services. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3.   Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A.   Your Cooperation.
    1.   Contact Oracle's project manager to request and schedule the performance of Services within the Professaional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
    2.   Provide any required guidelines for the use of Your brand(s).
    3.   Ensure Your tasks are completed in the timeframe as mutually agreed upon.
    4.   Complete and return to Oracle an Oracle Campaign Request Form ("CRF") for each campaign or SMS request.
    5.   Complete and return to Oracle an Oracle Business Requirements Document ("BRD") for each Program, Display, Push, Form, Landing Page, Cloud Connectors, Components and Connect Job request.
    6.   Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
B.   Project Assumptions.
    1.   All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
    2.   All Services will be performed by Oracle remotely.
    3.   Any documents provided by Oracle will be in Microsoft Office format.
    4.   Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
    5.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
    6.   Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.

7. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Monitoring Monthly Service, Level 4 (NA Only)

Part #B90190

1. Description of Services. During each month of the Professional Services Period (defined below), Oracle will make available to You the following Services related to Your Oracle Responsys ("Responsys") campaigns:

A. Deliver to You a document that outlines Your contacts and escalation requirements ("Escalation Document") for You to complete;

B. Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;

C. Deliver to You an email with a summary of your key CRF campaign data metrics; and

D. Monitor up to one hundred fifty (150) of Your Responsys campaigns ("In-Scope Campaigns") each week. Such monitoring will include:

1. Verify that the launch date in Responsys matches the launch date given by You in the CRF,

2. Confirm that the campaign begins on the launch date as specified in the CRF,

3. Confirm that the campaign deployment rate matches the rate as specified in the CRF,

4. Confirm that Your campaigns are deploying as written in your CRF,

5. Alert Your contacts as listed in Your Escalation Document should any of the campaign metrics vary from those contained within the CRF,

6. Send an email confirmation to Your contacts as identified in the launch requirements document at the beginning and completion of each monitored campaign,

7. Provide a daily report containing:

a. Data metrics for Your triggers and connect jobs, and

b. Any campaign metrics that deviate from the CRF,

8. Provide send time optimization ("STO") launch status every eight (8) hours, and

9. Provide both a daily and weekly report containing all campaign metrics for the In-Scope Campaign.

2. Unused Services. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any

portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Identify each of Your In-Scope Campaigns no later than one (1) week following the signature date of Your order.
      3. Complete and return the Escalation Document to Oracle within two (2) days of delivery to You.
      4. Complete and return the CRF to Oracle within two (2) days of delivery to You.
   B. <u>Project Assumptions</u>.
      1. The Services will be performed remotely.
      2. The Services will be performed in English.
      3. No more than one hundred fifty (150) Responsys campaigns per month will be monitored.
      4. No more than two hundred (200) Responsys triggers per month will be monitored.
      5. No more than two hundred (200) Responsys connect jobs per month will be monitored.
      6. No more than fifty (50) Responsys campaigns per month will be monitored for STO.
      7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Services, Basic (NA Only)

Part #B90191

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the Quantity of hours set out in Your order to assist You with any of the following services ("Services") related to Your campaign(s) within Your Oracle Responsys marketing platform ("Responsys"):
   A. Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;
   B. Create, modify, launch, schedule and/or provide recommendations for Your campaign(s) as documented in the CRF;
   C. Perform a review of Your creative assets to verify that they conform to the specifications contained within Your CRF;
   D. Perform creative testing of your assets as follows:
      1. Rendering on the applications listed in the CRF,
      2. Spelling,
      3. Alt tags, and

4. Embedded links;
E. Perform dashboard testing to validate that the Responsys dashboard includes the data metrics contained within the CRF, which will consist of verifying any of the following:
1. Data metric counts,
2. Filter logic,
3. Time and date of campaign launch, and
4. Your list of campaign recipients (Audience); and
F. Perform testing to validate Your automated marketing emails ("Program Testing"), which will consist of the following:
1. Create a test plan based on parameters listed in Your business requirements document ("BRD") as provided by You,
2. Create test cases,
3. Test execution, and
4. Verify automated email marketing logic.

2. Unused Services. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Complete and return the CRF to Oracle within two (2) days of delivery to You.
3. Ensure that You deliver Your BRD to Oracle no fewer than two (2) weeks before any Program Testing is required.
B. Project Assumptions.
1. The Services will be performed remotely.
2. The Services will be performed in English.
3. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Creation Services, Level 1 (NA Only)

Part #: B90192

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the following services ("Services") related to up to one (1) campaign ("In-Scope Campaign") within Your Oracle Responsys marketing platform ("Responsys"):
   A. Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;
   B. Create, modify, launch, schedule and/or provide recommendations to You for Your In-Scope Campaign;
   C. Create a filter using Responsys Filter Designer or structured query language (SQL);
   D. Create Your customer-specific information in Your emails using Responsys' Builtin Function feature and Responsys Personalization Language (RPL);
   E. Remotely attend up to two (2) meetings of up to thirty (30) minutes each that You request and schedule related to the In-Scope Campaign;
   F. Perform a review of Your creative assets to verify that they conform to the specifications contained within Your CRF;
   G. For Your In-Scope Campaign, create up to four (4) static modules, which will be personalized from the Responsys dashboard using simple personalization (e.g. First Name);
   H. Build up to five (5) targeting criteria based on information provided by You in the CRF;
   I. Perform creative testing of your assets as follows:
      1. Rendering on the applications listed in the CRF,
      2. Spelling,
      3. Alt tags, and
      4. Embedded links; and
   J. Perform dashboard testing to validate that the Responsys dashboard includes the data metrics contained within the CRF, which will consist of verifying the following:
      1. Data metric counts,
      2. Filter logic,
      3. Time and date of campaign launch, and
      4. Your list of campaign recipients (Audience).

2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Coopeartion and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Identify Your In-Scope Campaign no later than one (1) week following the signature date of Your order.
      3. Complete and return the CRF to Oracle within two (2) days of delivery to You.

4. Provide Your customer information data file ("Data File") in a format that does not require any processing or manipulation by using a connect job to upload Your Data File from Oracle's file transfer protocol ("FTP") site utilizing the file delimiter and header rows defined in the CRF.

5. Provide any required creative assets and hypertext markup language ("HTML") links coded as required by Oracle.

B. Project Assumptions.

1. The Services will be performed remotely.
2. The Services will be performed in English.
3. Your In-Scope Campaign will consist of a simple postcard layout.
4. Target criteria will utilize static tables or re-use pre-existing filters.
5. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Creation Services, Level 2 (NA Only)

Part #: B90193

1. Description of Services. During the Professional Services Period (defined below), Oracle will make available to You the following services ("Services") related to up to one (1) campaign ("In-Scope Campaign") within Your Oracle Responsys marketing platform ("Responsys"):

A. Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;

B. Create, modify, launch, schedule and/or provide recommendations to You for Your In-Scope Campaign;

C. Create a filter using Responsys Filter Designer or structured query language (SQL);

D. Create Your customer-specific information in Your emails using Responsys' Builtin Function feature and Responsys Personalization Language (RPL);

E. Remotely attend up to two (2) meetings of up to thirty (30) minutes each that You request and schedule related to the In-Scope Campaign;

F. For Your In-Scope Campaign, create up to twelve (12) static modules, which will be personalized from the Responsys dashboard;

G. Build up to five (5) targeting criteria based on information provided by You in the CRF;

H. Perform a review of Your creative assets to verify that they conform to the specifications contained within Your CRF;

I. Perform creative testing of your assets as follows:
1. Rendering on the applications listed in the CRF,
2. Spelling,
3. Alt tags, and
4. Embedded links; and

J. Perform dashboard testing to validate that the Responsys dashboard includes the data metrics contained within the CRF, which will consist of verifying the following:
1. Data metric counts,
2. Filter logic,

3. Time and date of campaign launch, and
4. Your list of campaign recipients (Audience).

2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Identify Your In-Scope Campaign no later than one (1) week following the signature date of Your order.
      3. Complete and return the CRF to Oracle within two (2) days of delivery to You.
      4. Provide Your customer information data file ("Data File") in a format that does not require any processing or manipulation by using a connect job to upload Your Data File from Oracle's file transfer protocol ("FTP") site utilizing the file delimiter and header rows defined in the CRF.
      5. Provide any required creative assets and hypertext markup language ("HTML") links coded as required by Oracle.
   B. <u>Project Assumptions</u>.
      1. The Services will be performed remotely.
      2. The Services will be performed in English.
      3. Your In-Scope Campaign will consist of a simple postcard layout or a rich content newsletter.
      4. Targeting criteria will utilize any of the following:
         a. Static tables,
         b. Modified or unmodified pre-existing filters, or
         c. Grouping and sets of AND/OR logic.
      5. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Monitoring Monthly Service, Level 2 (NA Only)

Part #B90188

1. <u>Description of Services</u>. During each month of the Professional Services Period (defined below), Oracle will make available to You the following Services related to Your Oracle Responsys ("Responsys") campaigns:
   A. Deliver to You a document that outlines Your contacts and escalation requirements ("Escalation Document") for You to complete;
   B. Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;
   C. Deliver to You an email with a summary of your key CRF campaign data metrics; and
   D. Monitor up to fifty (50) of Your Responsys campaigns ("In-Scope Campaigns") each week. Such monitoring will include:
      1. Verify that the launch date in Responsys matches the launch date given by You in the CRF,
      2. Confirm that the campaign begins on the launch date as specified in the CRF,
      3. Confirm that the campaign deployment rate matches the rate as specified in the CRF,
      4. Confirm that Your campaigns are deploying as written in your CRF,
      5. Alert Your contacts as listed in the Escalation Document should any of the campaign metrics vary from those contained within the CRF,
      6. Send an email confirmation to Your contacts as identified in the Escalation Document at the beginning and completion of each monitored campaign, and
      7. Provide a send time optimization ("STO") launch status every eight (8) hours.

2. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Identify each of Your In-Scope Campaigns no later than one (1) week following the signature date of Your order.
      3. Complete and return the Escalation Document to Oracle within two (2) days of delivery to You.
      4. Complete and return the CRF to Oracle within two (2) days of delivery to You.
   B. <u>Project Assumptions</u>.
      1. The Services will be performed remotely.
      2. The Services will be performed in English.

3. No more than fifty (50) Responsys campaigns per month will be monitored.
4. No more than fifty (50) Responsys triggers per month will be monitored.
5. No more than fifty (50) Responsys connect jobs per month will be monitored.
6. No more than ten (10) Responsys campaigns per month will be monitored for STO.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Monitoring Monthly Service, Level 3 (NA Only)

Part #B90189

1. <u>Description of Services</u>. During each month of the Professional Services Period (defined below), Oracle will make available to You the following Services related to Your Oracle Responsys ("Responsys") campaigns:
   A. Deliver to You a document that outlines Your contacts and escalation requirements ("Escalation Document") for You to complete;
   B. Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;
   C. Deliver to You an email with a summary of your key CRF campaign data metrics; and
   D. Monitor up to eighty (80) of Your Responsys campaigns ("In-Scope Campaigns") each week. Such monitoring will include:
      1. Verify that the launch date in Responsys matches the launch date given by You in the CRF,
      2. Confirm that the campaign begins on the launch date as specified in the CRF,
      3. Confirm that the campaign deployment rate matches the rate as specified in the CRF,
      4. Confirm that Your campaigns are deploying as written in your CRF,
      5. Alert Your contacts as listed in the Escalation Document should any of the campaign metrics vary from those contained within the CRF,
      6. Send an email confirmation to Your contacts as identified in the launch requirements document at the beginning and completion of each monitored campaign,
      7. Provide a daily report containing:
         a. Data metrics for Your triggers and connect jobs, and
         b. Any campaign metrics that deviate from the CRF,
      8. Provide send time optimization ("STO") launch status every eight (8) hours, and
      9. Provide a weekly report containing all campaign metrics for the In-Scope Campaigns.

2. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any

portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A.   <u>Your Cooperation</u>.
      1.   Contact Oracle's project manager to request and schedule the performance of Services within the Proessional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2.   Identify each of Your In-Scope Campaigns no later than one (1) week following the signature date of Your order.
      3.   Complete and return the Escalation Document to Oracle within two (2) days of delivery to You.
      4.   Complete and return the CRF to Oracle within two (2) days of delivery to You.
   B.   <u>Project Assumptions</u>.
      1.   The Services will be performed remotely.
      2.   The Services will be performed in English.
      3.   No more than eighty (80) Responsys campaigns per month will be monitored.
      4.   No more than one hundred (100) Responsys triggers per month will be monitored.
      5.   No more than one hundred (100) Responsys connect jobs per month will be monitored.
      6.   No more than twenty (20) Responsys campaigns per month will be monitored for STO.
      7.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Campaign Monitoring Monthly Service, Level 1 (NA Only)

Part #B90187

1. <u>Description of Services</u>. During each month of the Professional Services Period (defined below), Oracle will make available to You the following Services related to Your Oracle Responsys ("Responsys") campaigns:
   A.   Deliver to You a document that outlines Your contacts and escalation requirements ("Escalation Document") for You to complete;
   B.   Deliver to You a campaign requirements form ("CRF") that requests your campaign information for You to complete;
   C.   Deliver to You an email with a summary of your key CRF campaign data metrics; and
   D.   Monitor up to five (5) of Your Responsys campaigns ("In-Scope Campaigns") each week. Such monitoring will consist of the following:
      1.   Verify that the launch date in Responsys matches the launch date given by You in the CRF,
      2.   Confirm that the campaign begins on the launch date as specified in the CRF,
      3.   Confirm that the campaign deployment rate matches the rate as specified in the CRF,

4. Confirm that Your campaigns are deploying as written in your CRF, and
5. Alert Your contacts as listed in the Escalation Document should any of the campaign metrics vary from those contained within the CRF.

2. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Identify each of Your In-Scope Campaigns no later than one (1) week following the signature date of Your order.
      3. Complete and return the Escalation Document to Oracle within two (2) days of delivery to You.
      4. Complete and return the CRF to Oracle within two (2) days of delivery to You.
   B. <u>Project Assumptions</u>.
      1. The Services will be performed remotely.
      2. The Services will be performed in English.
      3. No more than five (5) Responsys campaigns per month will be monitored.
      4. No more than ten (10) Responsys triggers per month will be monitored.
      5. No more than ten (10) Responsys connect jobs per month will be monitored.
      6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management.</u> You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Basic Creative Modular Email Template Services (NA Only)

Part #: B90179

1. <u>Description of Services</u>.   During the Professional Services Period (defined below), Oracle will perform the following activities related to Your Oracle Responsys marketing platform ("Responsys") creative email activities ("Services"):

A. Conduct a remote web conference call ("Discovery Call") which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to:
   1. Assist you to document your marketing program requirements for one (1) modular template ("Creative Brief");
   2. Discuss the Services, roles and responsibilities and Your pre-requisites;
B. Create one (1) mock-up version ("Version 1 Mock-Up") of Your Responsys modular template for one (1) of Your brands that will contain one (1) framework consisting of the following:
   1. One (1) header,
   2. One (1) footer, and
   3. Up to eight (8) modules;
C. Conduct a remote web conference call ("Creative Review") which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to review the Version 1 Mock-Up with You.
D. Perform up to one (1) round of changes to the Version 1 Mock-Up ("Version 2 Mock-Up") based on Your Creative Review feedback.
E. Perform up to one (1) additional round of updates to Your Version 2 Mock-Up ("Version 3 Mock-Up") based on Your Version 2 Mock-Up feedback;
F. Create one (1) hypertext mark-up language ("HTML"), cascading style sheet language ("CSS3") framework as documented in the Version 3 Mock-Up that will contain the following:
   1. One (1) header, and
   2. One (1) footer, and
   3. Up to eight (8) modules ("mock-up modules");
G. Convert Your mock-up modules into HTML/CSS3 modules, for supported desktop and mobile devices ("mobile optimization");
H. Perform testing ("Email Client Testing") of Your framework and modules on Oracle's supported email clients and environments with test content only;
I. Create three (3) HTML base templates ("HTML Templates") comprised of a combination of Your mock-up modules as determined by You;
J. Create a document outlining Your module specifications; and
K. Perform the following project management activities:
   1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle,
   2. Plan and schedule Oracle resources, and
   3. Document and track project issues and requests for change.

2. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Provide all required creative materials and assets (brand guidelines, logo, licensed fonts, etc.) at least two (2) days prior to the Discovery Call.
      3. Provide Your Creative Review feedback under section 1.D above within one (1) week of the Creative Review.
      4. Provide Your Version 2 Mock-Up feedback under section 1.E above within three (3) days of the delivery to You of Version 2 Mock-Up.

     5. Provide to Oracle the module combinations required by You in your HTML Templates with Your Version 2 Mock-Up feedback.

  B. <u>Project Assumptions</u>.
1. The modular template will leverage a mobile-first approach (as opposed to a responsive approach) for Your mobile optimization.
2. All Services will be performed by Oracle remotely.
3. All Services will be delivered in English.
4. No changes will be made to the Version 3 Mock-Up once finalized by Oracle.
5. The Services will include the design and build of one (1) email template for a single brand and a single language.
6. The final supplied email template will be populated with dummy/placeholder content only.
7. Web-safe fonts will be used for live and system text using a font stack approach.
8. Email Client Testing will be performed for the following applications:
    a. Mobile:
        i.   Android 4.4
        ii.   iOS 9, 10 & 11
        iii. Gmail App
    b. Desktop:
        i.   Outlook 2010, 2013 & 2016
    c. Web:
        i.   AOL Mail
        ii.   Gmail
        iii. Outlook.com
        iv. Yahoo! Mail
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date on Your order, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Basic Strategic Services Email Accelerator Pack (NA Only)

Part #B86005

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You one (1) evaluation of all Oracle Responsys Cloud Service ("Responsys") marketing email programs for one (1) customer brand. Your evaluation will include:

A. Provide to You a form in which You can enter the requested information necessary for Oracle to provide the Services ("Discovery Document");

B. Create a document ("Email Performance Accelerator Pack"), to summarize Your evaluation, which will consist of:

    1. <u>Campaign and audience insights</u>: Contains email performance benchmarks, campaign trends and audience insights including engagement recency and demographics;

    2. <u>Email program scorecard</u>: Scorecard ranks Your Responsys marketing email program across eleven (11) key success factors and evaluates how Your marketing email programs compare to industry best practices;

    3. <u>Email contact map</u>: Compares Your lifecycle messaging against industry best practices and identifies phased recommendations to fill in gaps in automation opportunities;

    4. <u>Deliverability check-up</u>: Evaluates deliverability success factors and provides recommendations based on findings;

    5. <u>Creative evaluation</u>: Performs an assessment of the creative content of up to three (3) email campaigns against the following four (4) key criteria and includes tactical recommendations based on the assessment:

        a. Execution,

        b. Content,

        c. Mobile optimization, and

        d. Cross channel;

    6. <u>Recommendation roadmap</u>: Contains phased, tactical recommendations to accelerate email performance based on Scorecard evaluation and audience insights; and

    7. <u>One (1) program blueprint</u>: One (1) program blueprint describing program strategy for high priority automations and includes high level program design, message cadence and high level message content concepts.

2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the effective date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. <u>Your Cooperation</u>.

    1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

    2. Make key stakeholders available as needed.

    3. Complete and return to Oracle the Discovery Document within two (2) weeks of delivery to You.

    4. Provide a list of up to three (3) of Your competitors.

    5. Provide the name of Your three (3) campaigns for the creative evaluation.

6. Make program performance data available as necessary and in a format requested by Oracle.
7. Ensure tasks are completed in timeframe as mutually agreed upon in project plan.
   B. Project Assumptions.
      1. The Email Performance Accelerator Pack will be provided in Microsoft PowerPoint format.
      2. All Services will be performed in English.
      3. Success factors are pre-defined by Oracle.
      4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      5. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
      6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Strategic Ramp Up SmartStart Add-On Service – Remote (NA Only)

Part #B86184

1. Description of Services. Oracle will make available to You during the Professional Services Period (as defined below), the following remote Services related to Your Oracle Responsys ("Responsys") Strategic Ramp Up SmartStart Add-On Service:
   A. Remotely provide up to ten (10) hours for Oracle to assist You with the creation of one (1) document ("Presentation Document") for up to one (1) Strategic Accelerator Module ("Module") topics of Your choice ("In-Scope Module"). The Presentation Document will consist of the following sections:
      1. Data/content overview,
      2. Enabler recommendations,
      3. Program recommendations and key performance indicators ("KPI's"),
      4. Commonly successful practices and examples,
      5. Prioritization exercise, and
      6. Roadmap overview; and
   B. Conduct up to two (2) workshops, which are each up to four (4) hours in duration and may be attended by up to eight (8) of Your participants for the In-Scope Module.
   C. Conduct one (1) strategic and requirements workshop ("Strategic Workshop"), which is up to four (4) hours in duration and may be attended by up to twelve (12) of Your participants to assist You to:
      1. Review Your completed Discovery Questionnaire,
      2. Discuss Your strategic objectives,

3. Evaluate Your use cases,
4. Discuss Your targeting and email personalization requirements
5. Discuss how to implement Your strategic objectives, and
6. Work with You to create a functional specification document ("Functional Design Document") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop.

2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Purchase Oracle Responsys SmartStart Implementation Services from Oracle under separate order.
   B. <u>Project Assumptions</u>.
      1. The Services will be performed by Oracle remotely.
      2. All Services will be delivered in a native language of the Oracle entity identified in the ordering document.
      3. All Services will utilize Standard Responsys functionality.
      4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
      5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
      6. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
      7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys SmartStart Implementation Services-Strategic Workshop Add-On Service-Remote (NA Only)

Part #B86186

1. <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the following remote Services related to Your Oracle Responsys ("Responsys") SmartStart Implementation Services Strategic Workshop Add-On Service:

   A. Conduct one (1) strategic and requirements workshop ("Strategic Workshop"), which is up to four (4) hours in duration and may be attended by up to twelve (12) of Your participants to assist You to:
      1. Review Your completed Discovery Questionnaire,
      2. Discuss Your strategic objectives,
      3. Evaluate Your use cases,
      4. Discuss Your targeting and email personalization requirements
      5. Discuss how to implement Your strategic objectives, and
      6. Work with You to create a functional specification document ("Functional Specification") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop.

2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2. Purchase Oracle Responsys SmartStart Implementation Services from Oracle under separate order.
   B. <u>Project Assumptions</u>.
      1. The Services will be performed by Oracle remotely.
      2. All Services will be delivered in a native language of the Oracle entity identified in the ordering document.
      3. All Services will utilize Standard Responsys functionality.
      4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
      5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such

timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

6. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.

7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys SmartStart Implementation Services-Strategic Workshop Add-On Service-Onsite (NA Only)

Part #B86187

1. <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the following onsite Services related to Your Oracle Responsys ("Responsys") SmartStart Implementation Services Strategic Workshop Add-On Service:
   A. Conduct one (1) strategic and requirements workshop ("Strategic Workshop"), which is up to four (4) hours in duration and may be attended by up to twelve (12) of Your participants to assist You to:
      1. Review Your completed Discovery Questionnaire,
      2. Discuss Your strategic objectives,
      3. Evaluate Your use cases,
      4. Discuss Your targeting and email personalization requirements
      5. Discuss how to implement Your strategic objectives, and
      6. Work with You to create a functional specification document ("Functional Specification") comprised of the strategic requirements and recommendations discussed during the Strategic Workshop.

2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

2.　Purchase Oracle Responsys SmartStart Implementation Services from Oracle under separate order.
　B.　Project Assumptions.
　　　1.　The Services will be performed by Oracle at Your facility.
　　　2.　All Services will be delivered in a native language of the Oracle entity identified in the ordering document.
　　　3.　All Services will utilize Standard Responsys functionality.
　　　4.　Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
　　　5.　Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
　　　6.　Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
　　　7.　Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.　Project Management.　You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.　Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

5.　Resource Costs.　You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources").　The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are be performed.　These costs are separate from and in addition to expenses.　The costs as related to the performance of Services under this order are defined as Resource Costs.　Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Responsys Basic Strategic Monthly Consulting Services (NA Only)

Part #B86191

1.　Description of Services.　During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to twenty-four (24) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to Your Oracle Responsys ("Responsys") digital marketing efforts for Your email channel.　Such assistance may include:

A. Work with You to create and maintain a document that outlines Your strategic initiatives, priorities of the initiatives and timelines associated with them ("Strategic Engagement Plan & Roadmap");
B. Work with You to create a document containing a 3-month testing plan ("Test Plan");
C. Perform an analysis of the Test Plan results;
D. Work with You to create a document containing email contact strategy recommendations ("Contact Strategy") for Your Responsys marketing campaigns;
E. Perform one (1) performance review ("Performance Review") each month, which is up to four (4) hours in duration and may be attended by up to twelve (12) of Your participants that includes a comparative analysis of client response rates against industry benchmarks;
F. Conduct Strategic Module Workshop(s); and/or
G. Conduct strategic training related to Your Responsys platform.

2. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. <u>Your Cooperation</u>.
    1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
    2. Make Your necessary stakeholders available as requested by Oracle.
    3. Make campaign performance data available as requested by Oracle.
    4. Provide Oracle with a minimum of five (5) days advance notice for the scheduling of any meetings.
B. <u>Project Assumptions</u>.
    1. All Services will be delivered in English.
    2. All project documents will be provided in Microsoft Office format.
    3. The Performance Review report is not customizable.
    4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
    5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

6.   Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
7.   All Services may be performed remotely or onsite.
8.   Any onsite Services will take place at Your facility.
9.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.   <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Strategy Premium Services (NA Only)

Part #B87155

1.   <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of strategic premium hours identified in Your order to assist You with Your Oracle Responsys platform ("Responsys"). Such assistance may include any of the following activities ("In-Scope Tasks"):
   A.   <u>Strategic Tasks</u>.
      1.   Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
      2.   Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
      3.   Review campaign results and provide recommendations;
      4.   Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
      5.   Create customer targeting or segmentation recommendations;
      6.   Create audience segmentation models based on data held by You in Your Responsys account;
      7.   Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
      8.   Conduct data analyses to determine Your audience and campaign performance trends;
      9.   Attend scheduled meetings related to the In Scope Tasks;
      10.   Conduct strategic module workshop(s); and/or
      11.   Conduct strategic training related to Your Responsys platform.
   B.   <u>Project Administration Tasks</u>.
      1.   Assist in coordinating the scoping of new projects, if applicable.
      2.   Plan and budget Oracle resources for Your project(s), as approved by You.
      3.   Provide project status reports.
      4.   Coordinate status meetings with key stakeholders (both Yours and Oracle).

2.   <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or

other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A. Your Cooperation.
        1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        2. Provide any required guidelines for the use of Your brand(s).
        3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
        4. Ensure Your necessary stakeholders are available as requested by Oracle.
        5. Provide campaign performance data as requested by Oracle.
        6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
    B. Project Assumptions.
        1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
        2. Services will be performed by Oracle remotely and/or onsite.
        3. Any documents provided by Oracle will be in Microsoft Office format.
        4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
        5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
        6. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
        7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Strategy Standard Services – Remote (NA Only)

Part #B87157

1. Description of Services. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of strategic standard hours identified in Your order to assist You with Your Oracle Responsys platform ("Responsys"). Such assistance may include any of the following activities ("In-Scope Tasks"):
    A. Strategic Tasks.

1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
3. Review campaign results and provide recommendations;
4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
5. Create customer targeting or segmentation recommendations;
6. Create audience segmentation models based on data held by You in Your Responsys account;
7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
8. Conduct data analyses to determine Your audience and campaign performance trends;
9. Attend scheduled meetings related to the In Scope Tasks;
10. Conduct strategic module workshop(s); and/or
11. Conduct strategic training related to Your Responsys platform.

B. Project Administration Tasks.
1. Assist in coordinating the scoping of new projects, if applicable.
2. Plan and budget Oracle resources for Your project(s), as approved by You.
3. Provide project status reports.
4. Coordinate status meetings with key stakeholders (both Yours and Oracle).

2. Unused Services. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Provide any required guidelines for the use of Your brand(s).
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Ensure Your necessary stakeholders are available as requested by Oracle.
5. Provide campaign performance data as requested by Oracle.
6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
B. Project Assumptions.
1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
2. Services will be performed by Oracle remotely and/or onsite.
3. Any documents provided by Oracle will be in Microsoft Office format.

4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
5. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
6. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. **Project Management**. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Responsys Display Implementation Service (NA Only)

Part # B90400

1. **Description of Services**. Within the Professional Services Period (defined below), Oracle will provide You with the following services ("Services") related to the display feature implementation of Your Oracle Responsys marketing platform ("Responsys"):
   A. Conduct one (1) webinar kickoff session ("Kickoff") for up to sixty (60) minutes for up to five (5) participants to review the project scope, roles and responsibilities, pre-requisite work required, template to be used, and a project plan ("Prerequisite Workbook");
   B. Setup one (1) account with third party vendor AppNexus as documented in the Prerequisite Workbook;
   C. Create one (1) AppNexus website tracking script ("Display Pixel") as documented in the Prerequisite Workbook;
   D. Create up to three (3) AppNexus campaigns;
   E. Upload up to three (3) of Your advertisements into AppNexus;
   F. Create up to five (5) Responsys display programs as documented in the Prerequisite Workbook;
   G. Perform the following project management tasks:
      1. Conduct up to eight (8) webinar session for up to sixty (60) minutes for up to five (5) participants to review the status of the Services ("Check-In Call"),
      2. Plan and schedule Oracle resources, and
      3. Document and track project issues and requests for change.

2. **Your Cooperation and Project Assumptions**. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. **Customer Cooperation**.
      1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

      2.   Provide Oracle with Your up to three (3) advertisements within two (2) weeks of the Kickoff.

      3.   Provide Oracle with no fewer than five (5) days' notice when scheduling Your Check-In Calls.

  B.   Project Assumptions.

      1.   All Services will be delivered in English.

      2.   Webinars will be at a time mutually agreed to by You and Oracle.

      3.   Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3.   Unused Services. The Services must be used within nine (9) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any Services other than the Services stated herein.

4.   Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Responsys Display Monthly Services (NA Only)

Part # B90401

1.   Description of Services. During the Professional Services Period (defined below), Oracle will provide You up to the number of technical hours equal to twelve (12) times the number in the Quantity field in Your order for this part number of assistance related to Your Oracle Responsys ("Responsys") Display cloud service. Such assistance may include:

  A.   Conduct one (1) meeting of at least one (1) hour each month that may be attended by up to ten (10) of Your participants to review and document:

      1.   The campaign ads required by Your for the month ("Monthly Advertising Plan"), and

      2.   Your Monthly Budget and flight dates;

  B.   Create and provide display advertising reports;

  C.   Updating your display ads for your campaigns as documented in the Monthly Advertising Plan;

  D.   Perform tests to determine if Your campaign ads appear as documented in the Monthly Advertising Plan;

  E.   Provide recommendations on Your campaign advertising efforts; and

  F.   Perform the following project management tasks:

      1.   Plan and schedule Oracle resources, and

      2.   Document and track project issues and requests for change.

2.   Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

  A.   Your Cooperation.

1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Ensure any project tasks required of You are completed in the timeframe mutually agreed upon in the project plan.
3. Provide Oracle with no fewer than two (2) weeks' notice if You intend to use more than twelve (12) hours in a single month.
4. Provide Oracle with new fewer than five (5) days' notice when scheduling meetings.
   B. Project Assumptions.
   1. All Services will be delivered in English.
   2. Meetings will be at a time mutually agreed to by You and Oracle.
   3. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Unused Services. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Responsys Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Technical Services

Part #B91177 (EMEA, JAPAC, LAD)

1. Description of Services. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of technical hours identified in Your order to assist You with Your Oracle Marketing Cloud Responsys platform ("Responsys"). Such assistance may include any of the following tasks ("In Scope Tasks"):
   A. Technical Services Activities.
      1. Perform data scoping activities;
      2. Assist You with the configuration and/or building of Your:
         a. SFTP data transfer,
         b. Connect Jobs,
         c. Campaigns,
         d. Responsys Personalization Language ("RPL"),
         e. Audience Filters,

    f. Structured Query Language ("SQL") views,

    g. Responsys Programs,

    h. Contact Lists,

    i. Profile Extension Tables ("PETs"), and/or

    j. Supplemental tables;

   3. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to:

    a. Review with You the In Scope Tasks; and/or

    b. Discuss Your Responsys campaign strategy, design and maintenance, audience selection and analysis and programmatic operational execution; and/or

   4. Provide assistance to address Responsys issues identified by You.

 B. <u>Project Management Tasks</u>.

   1. Provide point of contact for Your project(s).

   2. Provide coordination of the project progress including change requests.

   3. Assist in coordinating the scoping of new projects, if applicable.

   4. Plan and budget Oracle resources for Your project(s), as approved by You.

   5. Provide project status reports.

   6. Create and manage project schedules, including dependencies and key milestones.

   7. Coordinate status meetings with key stakeholders (both Yours and Oracle).

   8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).

2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

 A. <u>Your Cooperation</u>.

   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

   2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

   3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

 B. <u>Project Assumptions</u>.

   1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.

   2. All Services will be performed by Oracle remotely.

   3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.

4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
5. Any documents provided by Oracle will be in Microsoft Office format.
6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
8. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
9. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
10. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Hourly Program Management Services (NA Only)

Part #B86875

1. <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of program management hours identified in Your order to assist You with Your Oracle Marketing Cloud Responsys product ("Responsys"). Such assistance may include any of the following tasks ("In Scope Tasks"):
   A. Program Management Tasks.
      1. Create a document that includes the progress of Your OMC engagements ("OMC Project Roadmap"); and/or
      2. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to review Your OMC Project Roadmap.
   B. Project Management Tasks.
      1. Provide point of contact for Your project.
      2. Provide coordination of the project progress including change requests.
      3. Assist in coordinating the scoping of new projects, if applicable.
      4. Plan and budget Oracle resources for Your project, as approved by You.
      5. Provide project status reports.
      6. Create and manage project schedules, including dependencies and key milestones.
      7. Coordinate status meetings with key stakeholders (both Yours and Oracle).

8.   Provide recommendations on how to use Responsys and the features licensed for Your project.

2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>.   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A.   <u>Your Cooperation</u>
       1.   Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
       2.   Ensure Your tasks are completed in the timeframe as mutually agreed upon.
       3.   Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
       4.   Ensure You have at least two (2) OMC engagements for which You require coordination.
   B.   <u>Project Assumptions</u>.
       1.   All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
       2.   All Services will be performed by Oracle remotely.
       3.   The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
       4.   The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
       5.   Any documents provided by Oracle will be in Microsoft Office format.
       6.   Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
       7.   Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
       8.   Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
       9.   Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
       10. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.

11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Responsys Premium Strategic Services Email Accelerator Pack (NA Only)

Part #B86006

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You one (1) evaluation of all Oracle Responsys Cloud Service ("Responsys") marketing email programs for one (1) customer brand. Your evaluation will include:
   A. Provide to You a form in which You can enter the requested information necessary for Oracle to provide the Services ("Discovery Document");
   B. Create a document ("Email Performance Accelerator Pack"), to summarize Your evaluation, which will consist of:
      1. <u>Campaign and audience insights</u>: Contains email performance benchmarks, campaign trends and audience insights;
      2. <u>Email program scorecard</u>: Scorecard ranks Your Responsys marketing email program across eleven (11) key success factors and evaluates how Your marketing email programs compare to industry best practices;
      3. <u>Email contact map</u>: Compares Your lifecycle messaging against industry best practices and identifies phased recommendations to fill in gaps in automation opportunities;
      4. <u>Deliverability check-up</u>: Evaluates deliverability success factors and provides recommendations based on findings;
      5. <u>Creative evaluation</u>: Performs an assessment of the creative content of up to three (3) email campaigns against the following four (4) key criteria and includes tactical recommendations based on the assessment:
         a. Execution,
         b. Content,
         c. Mobile optimization, and
         d. Cross channel;
      6. <u>Recommendation roadmap</u>: Contains phased, tactical recommendations to accelerate email performance based on Scorecard evaluation and audience insights; and
      7. <u>Three (3) program blueprints</u>: Three program blueprints describing program strategy for high priority automations and include high level program design, message cadence and high level message content concepts.
   C. Conduct one (1) onsite session, which is up to five (5) hours in duration and may be attended by up to twelve (12) of Your participants to review the Email Performance Accelerator Pack document.

2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the effective date of the ordering document ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You

may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
       1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
       2. Make key stakeholders available as needed.
       3. Complete and return to Oracle the Discovery Document within two (2) weeks of delivery to You.
       4. Provide a list of up to three (3) of Your competitors.
       5. Provide the name of Your three (3) campaigns for the creative evaluation.
       6. Make program performance data available as necessary and in a format requested by Oracle.
       7. Ensure tasks are completed in timeframe as mutually agreed upon in project plan.
   B. <u>Project Assumptions</u>.
       1. The Email Performance Accelerator Pack will be provided in Microsoft PowerPoint format.
       2. All Services will be performed in English.
       3. Success factors are pre-defined by Oracle.
       4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
       5. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
       6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.