ADVANCED CUSTOMER SUPPORT
ORACLE PRIORITY SUPPORT FOR SYSTEMS EXHIBIT

> This exhibit incorporates by reference the terms of Your order for Oracle Priority Support for hardware systems.

1. <u>Description of Services</u>. Oracle will perform the following Oracle Priority Support for Systems services for the Oracle systems identified in the Priority Support for Systems Configuration Document (the "Services"):

    A. <u>Support Delivery Management</u>. An Oracle Technical Account Manager ("TAM") will be assigned to You for the duration of the Term. The TAM will serve as Your primary contact for the administration of the Services and will communicate with You in a local language (except as noted below).

       1. Your TAM shall provide the following support services:

          a. Prepare and maintain quarterly service delivery progress reports;
          b. Document the contact details for key Oracle contacts, Your technical contacts for the Services, and Your management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
          c. Provide access to a customer-specific web portal; and
          d. Prepare and maintain a configuration document that identifies Your Oracle systems, servers, and storage components at Your location for which the Services are being provided (the "Priority Support for Systems Configuration Document"). All such systems, servers, and storage components will be referred to as the ("Configuration").

       2. Your TAM will also assist with the following:

          a. Conduct an orientation for Your Customer Contacts;
          b. Conduct quarterly service reviews;
          c. Maintain the Joint Contacts and Escalation Guide;
          d. Review all Oracle Support Services activity, including service request ("SR") activity in connection with individual SRs logged by You or Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
          e. Serve as Your designated point of contact for Severity 1 and mutually agreed upon Severity 2 SR (collectively, "Critical SRs"). The TAM will provide assistance in managing Critical SRs as follows:
             i. SR management, prioritization and escalation;
             ii. Communicate the status of Your SRs to Your Customer Contact(s) as requested; and
             iii. Facilitate communications between Oracle and Your Customer Contacts.
          f. Facilitate Your access to Oracle-sponsored events, as made available to Priority Support customers; and
          g. Facilitate Your access to monthly web conference sessions delivered in English featuring Oracle products.

    B. <u>SR Prioritization</u>.

1. Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to Your SRs per the following guidelines ("Service Request Response Guidelines"):
   a. 90% of Severity 1 SRs within one (1) hour (available 24x7);
   b. 90% of Severity 2 SRs within two and one half (2.5) local business hours;
   c. 90% of Severity 3 SRs within the next local business day; and
   d. 90% of Severity 4 SRs within the next local business day.
2. Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
3. Oracle will prioritize the repair of product defects encountered during the resolution of service requests.

C. <u>Supplemental Resources</u>. If Your order contains Supplemental Resources, Oracle will provide additional resources, either onsite or remotely and in Oracle's sole discretion, to assist in the furtherance of Oracle Priority Support as defined herein, up to the maximum number of days per resource role as set forth in Your order.

D. <u>On-site Response for All Configuration Severity 1 Automated Service Requests (ASRs)</u>. Oracle will dispatch a field engineer to assist with the diagnosis of all Severity 1 ASRs and, if applicable, assist with the replacement of a Field Replaceable Unit ("FRU") for the Configuration.

E. <u>On Request On-site Response</u>. Oracle will coordinate up to four (4) requests during the Term to provide on-site diagnostic assistance for Severity 2 hardware faults for Your Configuration.

F. <u>Time To Replace ("TTR") Services</u>.
1. Oracle will use commercially reasonable efforts to replace FRUs in Your Configuration within the TTR Target times at the Achievement Percentage specified in the table below for any ASRs that result in a SR deemed Severity 1 or Severity 2 in accordance with the Oracle Hardware and Systems Support Policies ("Time To Replace Commitment" or "TTR Commitment").

   The TTR Commitment begins when Oracle Support has diagnosed the root cause of a fault and determines that it is necessary to replace a piece of hardware or a hardware part(s) and ends once the replacement is installed. The severity level used for the purposes of the TTR Commitment is the severity level that was assigned by Oracle to the SR at the time of the diagnosis of the root cause. The TTR Commitment is limited to FRU replacement time and excludes response times for other Priority Support for Systems services and the time associated with any of the following:

   a. Time to reboot and/or restart the system;
   b. Recovery of any data in the system or on any disks;
   c. Recovery of a file system that is damaged or corrupted;
   d. Recovery or restoration of any application or software on the system;
   e. Restoration of any business function;
   f. Testing of the replacement hardware or part(s);
   g. Any material delays resulting from Your access policies and/or delays due to improper equipment accessibility; or

h. Events outside of Oracle's control.

2. TTR Service Level Agreement

Within ten (10) business days of the end of each calendar month, Your Oracle TAM will provide a monthly report documenting the replacement time for all Severity 1 and Severity 2 SRs associated with Your Configuration that resulted in the replacement of FRU(s) ("TTR Monthly Report").

Severity Level	TTR Target	Achievement Percentage
Severity 1 SRs	6 hours (within 25 miles/40 kilometers of a designated Oracle service location) 9 hours (within 26-49 miles/41-79 kilometers of a designated Oracle service location)	≥ 90% for both Severity 1 and Severity 2 SRs
Severity 2 SRs	24 hours (within 25 miles/40 kilometers of a designated Oracle service location) 36 hours (within 26-49 miles/41-79 kilometers of a designated Oracle service location)	

a. If Oracle fails to achieve the TTR Commitment identified in the table above for Severity 1 and Severity 2 SRs for Your Configuration in a calendar month, You may request and, Oracle, pursuant to this Section, may grant a service fee credit for such month ("TTR Service Level Credit").

b. In order to request a TTR Service Level Credit, You must submit a request to Your Oracle TAM within fifteen (15) business days of receiving the TTR Monthly Report. If applicable, the TTR Service Level Credit will be ten percent (10%) of the monthly Priority Support for Systems services fees associated with Your Configuration. The Priority Support for Systems services fees are defined as the additional support fees paid to Oracle for the Priority Support for Systems services under part NEW_PART_NUMBER above and beyond Premier support fees, and are exclusive of any materials, taxes and expenses. Premier support fees are expressly excluded.

c. The TTR Service Level Credit will be in the form of a credit either (a) towards Your next annual services renewal; or (b) towards an order for ACS Services within twelve (12) months of the end of the annual services term; or (c) if You do not choose (a) or (b) You

may request in writing a refund of the TTR Service Level Credit within twelve (12) months of the end of the annual services term. If Oracle provides You with a TTR Service Level Credit **IT WILL REPRESENT YOUR EXCLUSIVE REMEDY AND ORACLE'S SOLE LIABILITY FOR ORACLE'S FAILURE TO ACHIEVE THE TTR COMMITMENT OR TTR TARGETS AND/OR ANY BREACHES OF THE TTR SERVICE LEVELS.**

d. Your request to apply an TTR Service Level Credit must be received by Oracle within one (1) year from the date such credit is issued. Any TTR Service Level Credit that remains unused after one (1) year from the date of issuance shall be forfeited. You may not use an TTR Service Level Credit to pay for materials, taxes or expenses or to pay for other non-ACS Services. An TTR Service Level Credit shall not accrue or aggregate month to month.

e. After five (5) years from last ship date, replacement parts may not be available and/or the response times for sending replacement parts may be delayed. TTR Service Level Credit does not apply to systems after 5 years after last ship date.

3. <u>Obligations and Service Assumptions.</u> You acknowledge that Your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in under this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from Your failure to provide full cooperation.

A. <u>Your Obligations:</u> You acknowledge that Oracle's ability to perform the services depends upon Your fulfillment of the following obligations:

1. Provide Oracle with the serial number and/or other identification and entitlement information for the Configuration in the manner specified by Oracle.
2. Maintain the properly configured software and hardware/operating system platform to support the Priority Support for Systems services.
3. Obtain licenses under separate contract for any necessary Oracle hardware programs before the commencement of services.
4. Maintain annual technical support for the Oracle hardware under separate contract throughout the term of the services.
5. Provide Oracle with timely access to the facility and datacenter where the systems, servers, and storage components included in the Configuration are located.
6. Provide Oracle with appropriate access to the systems, servers and storage in Your Configuration to allow Oracle to perform the services.
7. Provide, for all Oracle resources performing services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
8. Purchase Priority Support for Systems for any X-Option parts added to a server or storage device that is included in Your Configuration.
9. Ensure all products that are part of the Configuration are in a datacenter that is located within twenty-five (25) miles of an Oracle Service Center (parts depot). Please refer to the

following link for a listing of Oracle service locations: http://www.oracle.com/us/support/library/service-locations-073430.pdf.

10. Purchase and maintain on-site spares service for those products in Your Configuration that are located greater than twenty-five (25) miles and within fifty (50) miles of an Oracle Service Center. Oracle will determine, at its sole discretion, if on-site spares are required and such required on-site spares shall be ordered under a separate agreement. Any products located in a datacenter that is greater than fifty (50) miles from an Oracle Service Center are not eligible for this service.

11. Enable ASR for all environments covered in the Configuration.

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

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

14. Provide, for all Oracle resources performing services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

15. Provide any notices, and obtain any consents, required for Oracle to perform services.

16. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.

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

18. Provide and/or support all third-party software in connection with the provision of the services defined in this exhibit.

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

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

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

22. Work with Oracle to facilitate an efficient delivery of services.

23. As required by U.S. Department of Labor regulations (20 CFR 655.734), if services are to be performed in the US, allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

24. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts. Only Your Customer Contacts may communicate with Oracle regarding the delivery of Oracle Priority Support.

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

26. Assist Oracle with maintaining the Joint Contacts and Escalation Guide.

27. If You purchase Oracle Priority Support for hardware systems, You must maintain a current Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems contract for all of Your hardware systems.

B. <u>Renewal of Oracle Priority Support</u>.
   1. If You renew Oracle Priority Support, Your renewal fee for such services will be based on the applicable Oracle Priority Support pricing policies in effect at the time of renewal.
   2. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.
   3. Oracle Priority Support is not subject to the Reinstatement policies stated in the Oracle Hardware and Systems Support Policies.

C. <u>Fees and Expenses.</u> You agree to pay Oracle the fees for services as identified in Your order. All services and payments are noncancelable and nonrefundable.

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

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

E. <u>Other Assumptions</u>.
   1. Oracle Priority Support for Systems under this exhibit is not available with Oracle Linux Network Support.
   2. Oracle Priority Support for Systems, under this exhibit, is available only for Your Configuration.
   3. Oracle Priority Support for software program releases receiving Premier, Extended or Sustaining Support or supported programs receiving Oracle Linux Premier Support, Oracle Linux Basic Support, or Oracle VM Premier Support is available for separate purchase.