



**ADVANCED CUSTOMER SUPPORT (“ACS”)  
PERFORMANCE REVIEW & RECOMMENDATIONS FOR SYSTEMS AND SOFTWARE  
SERVICE DESCRIPTION**

This ACS Service Description incorporates by reference the terms of Your order for Performance Review & Recommendations for Systems and Software.

**Part Numbers:**

Oracle Performance Review & Recommendations for Systems: Base	B90094
Oracle Performance Review & Recommendations for Software: Base	B90706
<b>Oracle Database Technologies Layer</b>	
Oracle Performance Review & Recommendations for Systems: Database Technologies - Tier 2	B90097
Oracle Performance Review & Recommendations for Systems: Database Technologies - Tier 3	B90100
Oracle Performance Review & Recommendations for Systems: Database Technologies - Tier 4	B90103
Oracle Performance Review & Recommendations for Software: Database Technologies - Tier 2	B90709
Oracle Performance Review & Recommendations for Software: Database Technologies - Tier 3	B90712
Oracle Performance Review & Recommendations for Software: Database Technologies - Tier 4	B90715
<b>Oracle Middleware Technologies Layer</b>	
Oracle Performance Review & Recommendations for Systems: Middleware Technologies - Tier 1	B90095
Oracle Performance Review & Recommendations for Systems: Middleware Technologies - Tier 2	B90098
Oracle Performance Review & Recommendations for Systems: Middleware Technologies - Tier 3	B90101
Oracle Performance Review & Recommendations for Systems: Middleware Technologies - Tier 4	B90104
Oracle Performance Review & Recommendations for Software: Middleware Technologies - Tier 1	B90707
Oracle Performance Review & Recommendations for Software: Middleware Technologies - Tier 2	B90710
Oracle Performance Review & Recommendations for Software: Middleware Technologies - Tier 3	B90713
Oracle Performance Review & Recommendations for Software: Middleware Technologies - Tier 4	B90716
<b>Oracle Applications Technologies Layer</b>	
Oracle Performance Review & Recommendations for Systems: Applications Technologies - Tier 1	B90096
Oracle Performance Review & Recommendations for Systems: Applications Technologies - Tier 2	B90099
Oracle Performance Review & Recommendations for Systems: Applications Technologies - Tier 3	B90102
Oracle Performance Review & Recommendations for Software: Applications Technologies - Tier 1	B90708
Oracle Performance Review & Recommendations for Software: Applications Technologies - Tier 2	B90711
Oracle Performance Review & Recommendations for Software: Applications Technologies - Tier 3	B90714
<b>Oracle Supplemental Resources</b>	
Oracle ACS Supplemental Resource for Systems - Technical Account Manager I: Per Day	B90105
Oracle ACS Supplemental Resource for Systems - Technical Account Manager II: Per Day	B90106
Oracle ACS Supplemental Resource for Systems - Advanced Support Engineer: Per Day	B90107
Oracle ACS Supplemental Resource for Systems - Senior Advanced Support Engineer: Per Day	B90108
Oracle ACS Supplemental Resource for Software - Technical Account Manager I: Per Day	B90717
Oracle ACS Supplemental Resource for Software - Technical Account Manager II: Per Day	B90718
Oracle ACS Supplemental Resource for Software – Advanced Support Engineer: Per Day	B90719

**A. Description of Services.**

1. Oracle will review the current configuration of Your environment for one (1) Oracle Product from each Oracle Product Technology Layer as identified in Your order and further defined in the Oracle Product Technology Layer and Tier Level table below, to identify issues that may impact system performance by performing the following Services:
  - a. Conduct a preliminary meeting and orientation;
  - b. Identify data collection time period(s);
  - c. Install configuration and performance data-collector tools;
  - d. Collect data regarding configuration and performance;
  - e. Perform analysis of the collected data;
  - f. Provide a report identifying issues that may impact system performance and provide recommendations to address such issues; and
  - g. Conduct a final meeting to review the report and recommendations.

Oracle Product Technology Layer and Tier Level Table				
Oracle Product Technology Layer	Tier 1 Products	Tier 2 Products	Tier 3 Products	Tier 4 Products
Oracle Database Technologies		Oracle Database 11g	Oracle Database w/ Real Application Clusters (up to 8 nodes)	Oracle Exadata Full Rack (<=8 Databases, 1 Home)
		Oracle Database 12c with 1 multitenant container database ("CDB")	Oracle Exadata 1/2 Rack (<=4 Databases, 1 Home)	Oracle Database High Availability/ Oracle Maximum Availability Architecture w/ Real Application Clusters & Disaster Recovery
		Oracle Database Cloud Service ("DBCS") covering 1 multitenant container database ("CDB")	Oracle Database Cloud Service ("DBCS") w/ Real Application Clusters (up to 8 nodes) for 1 multitenant container database ("CDB")	Oracle Database Cloud Service ("DBCS") High Availability w/Real Application Clusters & Disaster Recovery for 1 multitenant container database ("CDB")
		Oracle Exadata 1/8 or 1/4 Rack (<=4 Databases, 1 Home)		
		Oracle Enterprise Manager		
Oracle Middleware Technologies	Java Standard Edition ("Java SE")	Oracle Applications Server	Oracle WebLogic Server	Oracle Exalogic Full Rack
		Oracle Exalogic 1/8 or 1/4 Rack	Oracle Business Intelligence Enterprise Edition	
			Oracle Exalogic 1/2 Rack	
			Oracle SOA Suite	
	<b>Part #: B89798</b>	<b>Part #: B89801</b>	<b>Part #: B89804</b>	<b>Part #: N/A</b>

<b>Oracle Applications Technologies</b>	Oracle Hyperion Enterprise Performance Management ("EPM")	Oracle PeopleSoft Human Capital Management ("HCM") or Financial Management System ("FMS")	Oracle eBusiness Suite (Financial Management Systems ("FMS"), Supply Chain Management ("SCM"), or Human Capital Management ("HCM"))
		Oracle Siebel Customer Relationship Management ("CRM")	

2. **Supplemental Resources.** If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Performance Review & Recommendations, up to the maximum number of days per resource role as set forth in Your order.

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

- B. Your Service Specific Obligations and Assumptions.** In addition to the obligations and assumptions stated in Your order, You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of the Services as set forth in this Service Description. Oracle will not be responsible for any deficiency in performing the Services under this Service Description if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Services under this Service Description depends upon Your fulfillment of the following obligations and project assumptions:

1. **Your Obligations.**
  - a. If the Services are provided for on premise Products, maintain the properly configured software and hardware/operating system platform to support the Services.
  - b. If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
  - c. If the Services are provided for on premise Products, maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
  - d. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of services under this Service Description and maintain such Cloud Services for the duration of the Services provided under this Service Description.
  - e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
  - f. Coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
  - g. Provide any notices, and obtain any consents, required for Oracle to perform Services.
  - h. Provide and/or support all third-party software in connection with the provision of the Services defined herein.
  - i. 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).
  - j. 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.
  - k. 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.

2. Project Assumptions.

- a. The Services under this Service Description are limited to one (1) Oracle Product from each Oracle Product Technology Layer as identified in Your order.
- b. The Oracle Product(s) selected must match the Oracle Product Technology Layer and Tier Level identified in Your order, and must be reviewed together as part of a single / integrated environment.
- c. Any other Services not expressly identified herein are considered out of scope.

**C. Order of Precedence.** In the event of any inconsistencies between (i) the Agreement and Your order, Your order shall take precedence, (ii) Your order and any Service Descriptions, the Service Descriptions shall take precedence. Your order will control over the terms contained in any purchase order.

**D. Change Control Process.** Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to Your order or to this Service Description.

**E. Data Privacy.** In performing the Services under this Service Description, Oracle will comply with the (a) Oracle Services Privacy Policy and (b) Oracle Consulting & Advanced Customer Services Security Practices. The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at <http://www.oracle.com/contracts> and are incorporated herein by reference. During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

**F. Delivery of Services.** If Services are provided by delivery resources on-site at Your location, such Services will be provided by local delivery resources (i.e., delivery resources local to Your location) if available, as of the effective date of Your order. If local delivery resources are not available then on-site Services will be provided by non-local delivery resources. In addition to the fees set forth in Your order, You agree to reimburse Oracle, within 30 days of the date of an invoice(s) for same, the travel expenses related to providing on-site Services at Your location. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in Your order.

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

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC. You will maintain open ports and adjust firewall rules to allow appropriate network traffic to pass between the ACS Gateway and Oracle. Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet Services provider, or the network connection.

**G. Unused Services.** The Services must be used within six (6) months from the date Your order is placed. Any Services not used within the six (6) months from the date Your order is placed 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.

**H. Project Management.** You shall designate a project manager who shall be solely responsible for (i) project management associated with this Service Description and (ii) direction of the Services provided to You by Oracle under this Service Description. Oracle shall provide the Services under this Service Description only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this Service Description.