
**Oracle Advanced Customer Services (“ACS”)
Time and Materials (“T&M”)
Service Descriptions for Systems and Software**

Effective Date: Feb 12, 2021

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Oracle Technical Account Manager I for Service Delivery Management

Part Numbers:

Oracle Technical Account Manager I for Service Delivery Management for Systems (Standard Business Hours) - Day	B89589
Oracle Technical Account Manager I for Service Delivery Management for Software (Standard Business Hours) - Day	B90733
Oracle Technical Account Manager I for Service Delivery Management for Systems (Standard Business Hours) Prepaid - Day	B89590
Oracle Technical Account Manager I for Service Delivery Management for Software (Standard Business Hours) Prepaid - Day	B90734
Oracle Technical Account Manager I for Service Delivery Management for Systems (Extended Business Hours) - Day	B89591
Oracle Technical Account Manager I for Service Delivery Management for Software (Extended Business Hours) - Day	B90735
Oracle Technical Account Manager I for Service Delivery Management for Systems (Extended Business Hours) Prepaid - Day	B89592
Oracle Technical Account Manager I for Service Delivery Management for Software (Extended Business Hours) Prepaid - Day	B90736
Oracle Technical Account Manager I for Service Delivery Management for Systems (Weekend/Holiday Hours) - Day	B89593
Oracle Technical Account Manager I for Service Delivery Management for Software (Weekend/Holiday Hours) - Day	B90737
Oracle Technical Account Manager I for Service Delivery Management for Systems (Weekend/Holiday Hours) Prepaid - Day	B89594
Oracle Technical Account Manager I for Service Delivery Management for Software (Weekend/Holiday Hours) Prepaid - Day	B90738

Glossary

Day: is defined as one (1) resource working eight (8) business hours.

Standard Business Hours: are defined as hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in Your order.

Extended Business Hours: are defined between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in Your order.

Weekend/Holiday Hours: are defined as hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in Your order and ending on Monday at 7:59 am and/or hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in Your order.

A. Description of Services. During the Term (as defined in Section H below), Oracle may provide assistance with one or more of the following activities ("Services"), for up to the quantity of days set forth in your order, to be performed during the hours identified in your order (as defined in the Glossary above):

1. Coordination, oversight, communication, and planning for any additional ACS Services identified in Your order.
2. Prepare and document a Service delivery plan.
3. Conduct quarterly Service delivery plan reviews.
4. Service request ("SR") management, prioritization and escalation.
5. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
6. Assist with reviewing all applicable Oracle Support Services activity, including SR activity in connection with individual SRs logged by You. The review may consist of status reports, next steps, if any, and review of Your SR priorities.
7. Establish or optimize Your incident management and support processes.
8. Develop a reference guide containing the parties' key contacts and the applicable environment configurations.
9. Provide access to and manage Your customer-specific web portal and portal content.

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. You must notify Oracle in writing if and when You require performance of the Services as set forth in this Service Description.
- b. Maintain the properly configured software and hardware/operating system platform to support the Services.
- c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- d. 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.
- e. 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 order and maintain such Cloud Services for the duration of the Services provided under this order.
- f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- g. 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.
- h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- i. Provide and/or support all third-party software in connection with the provision of the Services defined herein.
- j. 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).
- k. 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.
- l. 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. Oracle will determine whether Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
- b. 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 (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS 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 order, 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. 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 Services provided to You by Oracle under this Service Description. Oracle shall provide 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.

- H. Term.** Unless otherwise stated in Your order, Oracle's obligation to provide You with Services under this Service Description begins as of the effective date of Your order and shall terminate twelve (12) months thereafter ("Term").

Oracle Technical Account Manager II for Expert Advisory

Part Number(s):

Oracle Technical Account Manager II for Expert Lifecycle Advisory for Systems (Standard Business Hours) - Day	B89595
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Software (Standard Business Hours) - Day	B90739
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Systems (Standard Business Hours) Prepaid - Day	B89596
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Software (Standard Business Hours) Prepaid - Day	B90740
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Systems (Extended Business Hours) - Day	B89597
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Software (Extended Business Hours) - Day	B90741
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Systems (Extended Business Hours) Prepaid - Day	B89598
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Software (Extended Business Hours) Prepaid - Day	B90742
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Systems (Weekend/Holiday Hours) – Day	B89599
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Software (Weekend/Holiday Hours) – Day	B90743
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Systems (Weekend/Holiday Hours) Prepaid – Day	B89600
Oracle Technical Account Manager II for Expert Lifecycle Advisory for Software (Weekend/Holiday Hours) Prepaid – Day	B90744

Glossary

Day: is defined as one (1) resource working eight (8) business hours.

Standard Business Hours: are defined as hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in Your order.

Extended Business Hours: are defined between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in Your order.

Weekend/Holiday Hours: are defined as hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in Your order and ending on Monday at 7:59 am and/or hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in Your order.

A. Description of Services. During the Term (as identified in Section H below), Oracle will provide assistance, with one or more of the following activities (“Services”), for up to the quantity of days set forth in your order, to be performed during the hours identified in your order (as defined in the Glossary above):

1. Advice and Guidance for Enterprise Solutions. Oracle will provide assistance to You regarding Your combined use of Your Oracle products and Services (“the Enterprise Solution”). Specific Services may include assistance with one or more of the following activities:
 - a. Enterprise Solution deployment guidance.
 - b. Business and operational strategy guidance.
 - c. Project and program governance.
 - d. User adoption planning strategy.
 - e. Assist with conducting user adoption surveys.
 - f. Guidance for operational and supportability requirements.
 - g. Full lifecycle planning and optimization guidance for the Enterprise Solution.
 - h. Coordinate with Your information technology (“IT”) staff regarding operational practices.
2. Deployment Assistance for Enterprise Solutions. Oracle will provide assistance during the deployment of Your Enterprise Solution(s). Specific Services may include assistance with one or more of the following activities:

- a. Provide advice and guidance regarding the deployment of industry standards for technology, functionality, and supportability.
 - b. Provide Enterprise Solution configuration guidance.
 - c. Identify deployment issues, risks and track recommendations.
 - d. Coordinate with Your systems integrator(s) where applicable.
 - e. Roll-out Enterprise Solution adoption guidance.
3. Governance Assistance. Oracle will assist with governance of Your Enterprise Solution lifecycle and ongoing strategic planning for Your Enterprise Solution. Specific Services may include assistance with one or more of the following activities:
- a. Arrange and host private sessions with Oracle leaders and strategists.
 - b. Participate in Your program management office (“PMO”) and steering committees.
 - c. Service management and program oversight of all of Your Advanced Customer Services (“ACS”).
 - d. Enterprise Solution strategic planning.
 - e. Enterprise Solution implementation planning.

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. You must notify Oracle in writing if and when You require performance of the Services as set forth in this Service Description.
 - b. Maintain the properly configured software and hardware/operating system platform to support the Services.
 - c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
 - d. 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.
 - e. 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 order and maintain such Cloud Services for the duration of the Services provided under this order.
 - f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
 - g. 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.
 - h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
 - i. Provide and/or support all third-party software in connection with the provision of the Services defined herein.
 - j. 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).
 - k. 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.
 - l. 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. Oracle will determine whether Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
- b. Any other Services not expressly identified herein are 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 (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS 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. 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 Services provided to You by Oracle under this Service Description. Oracle shall provide 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.

- H. **Term**. Unless otherwise stated in Your order, Oracle's obligation to provide You with Services under this Service Description begins as of the effective date of Your order and shall terminate twelve (12) months thereafter ("Term").

Oracle Advanced Support Engineer for Expert Assistance

Part Numbers:

Oracle Advanced Support Engineer for Expert Assistance for Systems (Standard Business Hours) - Day	B89577
Oracle Advanced Support Engineer for Expert Assistance for Software (Standard Business Hours) - Day	B90721
Oracle Advanced Support Engineer for Expert Assistance for Systems (Standard Business Hours) - Day (Pre-Paid)	B89578
Oracle Advanced Support Engineer for Expert Assistance for Software (Standard Business Hours) - Day (Pre-Paid)	B90722
Oracle Advanced Support Engineer for Expert Assistance for Systems (Extended Business Hours) - Day	B89579
Oracle Advanced Support Engineer for Expert Assistance for Software (Extended Business Hours) - Day	B90723
Oracle Advanced Support Engineer for Expert Assistance for Systems (Extended Business Hours) - Day (Pre-Paid)	B89580
Oracle Advanced Support Engineer for Expert Assistance for Software (Extended Business Hours) - Day (Pre-Paid)	B90724
Oracle Advanced Support Engineer for Expert Assistance for Systems (Weekend/Holiday Hours) - Day	B89580
Oracle Advanced Support Engineer for Expert Assistance for Software (Weekend/Holiday Hours) - Day	B90725
Oracle Advanced Support Engineer for Expert Assistance for Systems (Weekend/Holiday Hours) - Day (Pre-Paid)	B89582
Oracle Advanced Support Engineer for Expert Assistance for Software (Weekend/Holiday Hours) - Day (Pre-Paid)	B90726

Glossary

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Weekend/Holiday Hours: are defined as hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in Your order and ending on Monday at 7:59 am and/or hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in Your order.

A. Description of Services. During the Term (as identified in Section H below), Oracle may provide assistance with one or more of the following activities ("Services"), for up to the quantity of days set forth in your order, to be performed during the hours identified in your order (as defined in the Glossary above):

1. Advanced Technical Guidance and Readiness. Oracle will assist You in performing activities associated with the installation, setup, configuration, and readiness of Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:
 - a. Installation and configuration.
 - b. Patch and update installation.
 - c. Technology and software lifecycle guidance.
 - d. Product functionality guidance.
 - e. Research setup issues and provide recommendations.
 - f. Oracle product clustering and Real Application Clusters ("RAC") advice and guidance.
 - g. Database and system partitioning.
 - h. Configuration documentation and run books.

2. Advanced Operational and Optimization Assistance. Oracle will assist You with performing production assistance Services and operational optimization for Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises, or at a third party location. Specific Services may include assistance with one or more of the following activities:
 - a. Administration of Oracle Database and/or Oracle Database Cloud Service.
 - b. Administration of Oracle operating systems and/or Oracle Cloud systems.
 - c. Administration of Oracle Fusion Middleware and/or Java.
 - d. Administration of Oracle Applications Unlimited environments.
 - e. Application database administration for Your Oracle Products.
 - f. Database and storage performance optimization.
 - g. Backup and restore operations.
 - h. Recommendations for operational practices.
 - i. Applications server and middleware performance and load balancing.
 - j. Operational troubleshooting and root cause analysis.
 - k. Change management and patching processes.
 - l. Advice and guidance with modernization and critical change events.
 - m. Technical assistance for Your helpdesk.
 - n. Operational workarounds.
 - o. Oracle database, Java and system scripting.
 - p. Disaster recovery for database, storage and systems.
 - q. Technical advice and guidance for system outages related to Oracle Products.

3. Advanced Support Process Assistance. Oracle will assist You with managing Service requests (“SR”), expediting SR processing, and implementing methodologies related to Your internal problem-management processes. Specific Services may include assistance with one or more of the following activities:
 - a. Construct and document a support plan.
 - b. Conduct SR analysis and assist with addressing SR issues.
 - c. Construct a reproducible test case required by Oracle Support to address an SR and help determine a workaround for the issue.
 - d. Assist with SR prioritization and issue management.

4. Advanced Migration Assistance. Oracle will assist You with the migration of Your workloads, databases, and systems, including storage, from legacy environment(s) (“Source Environment”) to Your new Oracle environment(s) (“Destination Environment”) whether deployed in Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, on Your premises or at a third party location. Specific Services may include assistance with one or more of the following activities:
 - a. Conduct a discovery workshop(s) to review Your legacy system configurations, identify Your Oracle applications and third party applications for migration; and storage data transfer requirements and objectives.
 - b. Provide a report summarizing the findings of the discovery workshop(s).
 - c. Prepare a project plan based upon findings of the discovery workshop(s).
 - d. Provide guidance on Solaris virtualization, mapping and consolidation.
 - e. Provide data transfer technical advice and tool and methodology recommendations.
 - f. Provide systems migration test plan assistance.
 - g. Provide data transfer test plan assistance.
 - h. Assist with the migration of Your Source Environment(s) to Your new Destination Environment(s).
 - i. Assist with the transfer of data from Your legacy storage device(s) to the new Oracle storage device(s).
 - j. Assist with systems migration testing and validation.
 - k. Assist with data transfer testing and validation.

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. You must notify Oracle in writing if and when You require performance of the Services as set forth in this Service Description.
- b. Maintain the properly configured software and hardware/operating system platform to support the Services.
- c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- d. 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.
- e. 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 order and maintain such Cloud Services for the duration of the Services provided under this order.
- f. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- g. 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.
- h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- i. Provide and/or support all third-party software in connection with the provision of the Services defined herein.
- j. 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).
- k. 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.
- l. 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. Oracle will determine whether Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
- b. Any other Services not expressly identified herein are 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 (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS 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. 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 Services provided to You by Oracle under this Service Description. Oracle shall provide 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.

H. Term. Unless otherwise stated in Your order, Oracle's obligation to provide You with Services under this Service Description begins as of the effective date of Your order and shall terminate twelve (12) months thereafter ("Term").

Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance

Part Numbers:

Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Systems (Standard Business Hours) - Day	B89583
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Software (Standard Business Hours) - Day	B90727
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Systems (Standard Business Hours) Prepaid - Day	B89584
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Software (Standard Business Hours) Prepaid - Day	B90728
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Systems (Extended Business Hours) - Day	B89585
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Software (Extended Business Hours) - Day	B90729
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Systems (Extended Business Hours) Prepaid - Day	B89586
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Software (Extended Business Hours) Prepaid	B90730
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Systems (Weekend / Holiday Hours) – Day	B89587
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Software (Weekend / Holiday Hours) – Day	B90731
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Systems (Weekend / Holiday Hours) Prepaid Day	B89588
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance for Software (Weekend / Holiday Hours) Prepaid Day	B90732

Glossary

Day: is defined as one (1) resource working eight (8) business hours.

Standard Business Hours: are defined as hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in Your order.

Extended Business Hours: are defined between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in Your order.

Weekend/Holiday Hours: are defined as hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in Your order and ending on Monday at 7:59 am and/or hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in Your order.

A. Description of Services. During the Term (as defined in Section H below), Oracle may provide assistance with one or more of the following activities (“Services”), for up to the quantity of days set forth in your order, to be performed during the hours identified in your order (as defined in the Glossary above)::

1. **Specialized Technical Guidance and Readiness.** Oracle will assist You with performing specialized activities associated with the installation, setup, configuration, and readiness of Your Oracle Programs and/or Oracle Products whether deployed in Your IaaS (infrastructure as a services) and/or PaaS (platform as a services) Oracle Cloud environment, on Your premises or at a third party location. Specific Services may include assistance with one or more of the following activities:
 - a. Advice for Your IaaS (infrastructure as a service) and/or PaaS (platform as a service) Oracle Cloud environment, Oracle Database and systems architecture and design.
 - b. Multi-vendor technical advice and guidance.
 - c. Maximum availability and replication design and configuration guidance.
 - d. Proof of concept (“POC”) projects for Oracle Engineered Systems.
 - e. POC projects for applications utilizing Oracle Fusion Middleware and/or Java.
 - f. POC projects for migrating Oracle Applications Unlimited.
 - g. Oracle Business Intelligence technology configuration and optimization.
 - h. Oracle Data Warehouse and Online Analytical Processing (“OLAP”) configuration and optimization.
 - i. Business integration and Service Orientated Architecture (“SOA”) configuration guidance.
 - j. Applications configuration(s), extension(s), modification(s), localization(s), and integration(s) (“CEMLI”) implementation guidance.

- k. Applications and systems partitioning advice and guidance.
- 2. **Specialized Operational and Optimization Assistance.** Oracle will assist You with performing specialized production tasks and enabling operational optimization for Your complex Oracle environments. Specific Services may include assistance with one or more of the following activities:
 - a. Global deployment and technical guidance.
 - b. Database and systems capacity analysis and resizing.
 - c. Oracle applications capacity analysis and resizing.
 - d. Oracle Cloud virtualization and operational guidance.
 - e. Identity management, security and administration guidance.
 - f. Oracle applications performance optimization.
 - g. Load testing for Oracle applications and database.
 - h. Applications capacity planning and guidance for modernizing database and applications utilizing Oracle Cloud Services.
- 3. **Specialized Assistance for Third Party Applications Running on Oracle Database.** Oracle will assist You with the supportability and operational integration of Your Oracle database deployed with Your third party applications. Specific Services may include assistance with one or more of the following activities:
 - a. Conduct workshops for optimizing Your use of the Oracle database deployed with Your third party applications.
 - b. Technical advice and guidance for the Oracle database deployed with Your third party applications.
 - c. Performance optimization for the Oracle database deployed with Your third party applications.
 - d. Backup and restore planning for the Oracle database deployed with Your third party applications.
 - e. Migration advice and guidance for the Oracle database deployed with Your third party applications.

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. You must notify Oracle in writing if and when You require performance of the Services as set forth in this Service Description.
 - b. Maintain the properly configured software and hardware/operating system platform to support the Services.
 - c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
 - d. 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.
 - e. 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 order and maintain such Cloud Services for the duration of the Services provided under this order.
 - f. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
 - g. 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.
 - h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
 - i. Provide and/or support all third-party software in connection with the provision of the Services defined herein.

- j. 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).
- k. 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.
- l. 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. Oracle will determine whether Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
- b. Any other Services not expressly identified herein are 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 (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS 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. 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 Services provided to You by Oracle under this Service Description. Oracle shall provide 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.
- H. Term.** Unless otherwise stated in Your order, Oracle's obligation to provide You with Services under this Service Description begins as of the effective date of Your order and shall terminate twelve (12) months thereafter ("Term").

Oracle Data Center Engineer for Operational Assistance for Systems

Part Numbers:

Oracle Data Center Engineer for Operational Assistance (Standard Business Hours) - Day	B89601
Oracle Data Center Engineer for Operational Assistance (Standard Business Hours) Prepaid - Day	B89602
Oracle Data Center Engineer for Operational Assistance (Extended Business Hours) - Day	B89603
Oracle Data Center Engineer for Operational Assistance (Extended Business Hours) Prepaid - Day	B89604
Oracle Data Center Engineer for Operational Assistance (Weekend/Holiday Hours) - Day	B89605
Oracle Data Center Engineer for Operational Assistance (Weekend/Holiday Hours) Prepaid - Day	B89606

Glossary

Day: is defined as one (1) resource working eight (8) business hours.

Standard Business Hours: are defined as hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in Your order.

Extended Business Hours: are defined between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in Your order.

Weekend/Holiday Hours: are defined as hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in Your order and ending on Monday at 7:59 am and/or hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in Your order.

A. Description of Services. During the Term (as defined in Section H below), Oracle may provide assistance with one or more of the following activities ("Services"), for up to the quantity of days set forth in your order, to be performed during the hours identified in your order (as defined in the Glossary above):

1. Data Center Operations.
 - a. Routine system administration and operations.
 - b. Routine storage administration.
 - c. Routine virtual machine and private cloud administration.
 - d. Routine administration for infrastructure as a service ("IaaS").
 - e. Schedule and run batch jobs.
 - f. Initiate problem management process for datacenter issues.
 - g. Track remediation status for open datacenter and systems issues.
 - h. Preventative system diagnostics.
 - i. Monitor system alerts and datacenter alerts.
 - j. Conduct datacenter walk-through and inspection.
 - k. Create operational and runbook documentation.

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. You must notify Oracle in writing if and when You require performance of the Services as set forth in this Service Description.
- b. Maintain the properly configured software and hardware/operating system platform to support the Services.
- c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- d. 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.
- e. 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 order and maintain such Cloud Services for the duration of the Services provided under this order.
- f. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- g. 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.
- h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- i. Provide and/or support all third-party software in connection with the provision of the Services defined herein.
- j. 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).
- k. 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.
- l. 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. Oracle will determine whether Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
- b. Any other Services not expressly identified herein are 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 (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS 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. 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 Services provided to You by Oracle under this Service Description. Oracle shall provide 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.
- H. Term.** Unless otherwise stated in Your order, Oracle's obligation to provide You with Services under this Service Description begins as of the effective date of Your order and shall terminate twelve (12) months thereafter ("Term").

Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support for Systems

Part Numbers:

Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support (Standard Business Hours) - Day	B89607
Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support (Standard Business Hours) Prepaid - Day	B89608
Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support (Extended Business Hours) - Day	B89609
Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support (Extended Business Hours) Prepaid - Day	B89610
Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support (Weekend/Holiday Hours) - Day	B89611
Oracle Sr. Data Center Engineer for Infrastructure and Hardware Support (Weekend/Holiday Hours) Prepaid - Day	B89612

Glossary

Day: is defined as one (1) resource working eight (8) business hours.

Standard Business Hours: are defined as hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in Your order.

Extended Business Hours: are defined between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in Your order.

Weekend/Holiday Hours: are defined as hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in Your order and ending on Monday at 7:59 am and/or hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in Your order.

A. Description of Services. During the Term (as defined in Section H below), Oracle may provide assistance with one or more of the following activities ("Services"), for up to the quantity of days set forth in your order, to be performed during the hours identified in your order (as defined in the Glossary above):

1. **Hardware Technical Services.** Oracle will assist with hardware and systems technical Services associated with the installation, repair, upgrade, and de-installation of Your Oracle servers, storage, and networking products. Specific Services may include assistance with one or more of the following activities:
 - a. Install and/or de-install server hardware.
 - b. Install and/or de-install disk or tape storage hardware.
 - c. Install and/or de-install network, communication, cabling and miscellaneous components.
 - d. Install and/or de-install memory, CPUs boards, and other systems cards.
 - e. Upgrade server, storage, and network components.
 - f. Repair server, storage, and network components.
 - g. Hardware remediation Services.
 - h. Hardware diagnostic tests.
 - i. Site inspection.
 - j. Planned datacenter outage assistance.
 - k. Conduct a datacenter walk-through.

2. **Hardware Component Installation and Repair.** Oracle will assist with hardware field service calls to install, repair, upgrade, and de-install components used by Your Oracle servers, storage, and networking products. Specific Services may include assistance with one or more of the following activities:
 - a. Install additional memory into Your Oracle system.
 - b. Install additional central processing units ("CPU") into Your Oracle system.
 - c. Install a card (e.g., memory card or network card) into Your Oracle system.
 - d. Install disk or disk array into Your Oracle system or storage device.
 - e. Install motherboard into Your Oracle system.
 - f. Install other hardware components on Your Oracle system or storage device.

- g. Install Your Oracle system(s) into a rack.
- h. Other part(s) installation: Power.
- i. Other part(s) installation: Cables.
- j. Other part(s) installation: Backplane.
- k. Other part(s) installation: Interface components.
- l. Other part(s) installation: System board additions.
- m. Other part(s) installation: Switch/hub.
- n. Upgrade memory by de-installing existing memory and installing new memory.
- o. Upgrade CPU/motherboard by removing existing boards and installing new boards.
- p. Upgrade hard drive/disk by de-installing existing storage device and installing new storage device.
- q. Upgrade flash drive by de-installing existing flash drive and installing new flash drive.
- r. De-install system by powering it down and removing system components from rack and disassemble.
- s. De-install decommissioned disks or disk arrays from Your Oracle system.
- t. De-install decommissioned cards, boards, and other components from Your Oracle system.
- u. Remove third party or unauthorized parts from Your Oracle system.
- v. Perform on-site system hardware tests and diagnostics.
- w. Perform on-site system/part inspection.
- x. Apply basic cluster software updates.
- y. Apply basic Oracle Solaris operating system software updates.
- z. Perform on-site upgrade of Your existing Oracle system firmware to the latest revision.
- aa. Repair server, storage, and network components.

B. 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. You must notify Oracle in writing if and when You require performance of the Services as set forth in this Service Description.
- b. Maintain the properly configured software and hardware/operating system platform to support the Services.
- c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- d. 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.
- e. 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 order and maintain such Cloud Services for the duration of the Services provided under this order.
- f. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- g. 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.
- h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- i. Provide and/or support all third-party software in connection with the provision of the Services defined herein.
- j. 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).

- k. 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.
 - l. 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.** In addition to the obligations stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your acknowledgment of the following project assumptions:
- a. Oracle will determine whether Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
 - b. Oracle shall not procure new or additional parts to perform the Services hereunder.
 - c. De-installation Services do not include packing materials and do not include removal of packing materials from the site.
 - d. Installation and upgrade services will only be performed on parts previously procured through Oracle or an Oracle authorized reseller.
 - e. Any other Services not expressly identified herein are 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 (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (including any subject matter addressed in the ACS 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. 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 Services provided to You by Oracle under this Service Description. Oracle shall provide 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.
- H. Term.** Unless otherwise stated in Your order, Oracle's obligation to provide You with Services under this Service Description begins as of the effective date of Your order and shall terminate twelve (12) months thereafter ("Term").