

Annual, Fixed Scope, and Time and Materials Services - Service Descriptions

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Professional Services Delivery Policies

The Oracle Professional Services Delivery Policies (“Policies”) available at <http://www.oracle.com/contracts> apply to all professional services in your order.

Oracle’s Professional Services Delivery Policies are subject to change, but such changes will not materially reduce the level of performance, functionality, security, or availability for the Services for the duration of Your order.

Oracle Advanced Support Gateway (OASG)

Oracle may deliver services utilizing an Oracle gateway (the “Oracle Advanced Support Gateway” or “OASG”) as mutually agreed between Oracle and You. Oracle will determine the type of gateway, as described in the table below, that is appropriate based on the services provided by Oracle.

Table 1: Gateway Types

Oracle Gateway	Standard	Monitoring	Remote Access
Usage	Oracle Enterprise Manager Agent-based Monitoring	Monitoring feeds from other sources	Remote access tool
	ACS monitoring services using Oracle Enterprise Manager	ACS monitoring services using external event source	Stateless ACS services where remote access is required

You are responsible for maintaining pre-defined ports, firewall rules, IP addresses, and net-masks, to allow network connectivity and network traffic, as required. If Oracle is not able to remotely connect to the OASG, Oracle and You shall cooperate to troubleshoot the issue.

If the OASG is installed in Your data center, You must ensure that the OASG (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, (ii) is correctly located within Your local-area network and wide-area network environments(s), as mutually agreed, and attached to Your network, to physically rack, stack and power-up, (iii) is positioned such that the systems being monitored can be logically routed to it using layer 3 IP, and (iv) is fully installed connected, and operational.

Please refer to the Oracle Advanced Support Gateway Installation Guide at https://docs.oracle.com/cd/E41177_01/html/E40642/index.html

Once the OASG is installed, Oracle will deploy additional software on the OASG, which will be used to deliver the Services, and request Your assistance as necessary. Oracle retains all rights, title, and interest to the OASG, including the right to update and/or replace the OASG.

Glossary

For purposes of the limitations described in the Oracle Product Environment (“OPE”) table in the exhibit, the following definitions apply:

Advanced Database Support Fault Monitoring – Core: A processor core in a multi-core chip. Cores for the Oracle Databases receiving the Fault Monitoring Service are used to determine service entitlement in the same fashion as processor licenses for the Oracle Database is determined.

Advanced Database Support Fault Monitoring – OCPU: The CPU capacity equivalent to one Intel core with 2 threads and 7.5 Gigabytes of memory with hyper threading enabled. OCPUs for the Exadata Cloud at Customer databases receiving the Fault Monitoring Service are used to determine service entitlement; each one (1) processor license covers use of the program on two (2) OCPUs.

Advanced Database Support Patch Management – Homes One, Two, Three, or Four Times per Year: The Oracle Homes and associated databases identified in the OPE will be patched one, two, three or four times per year.

Advanced Database Support Patch Management for Exadata Cloud at Customer – Homes One, Two, Three, or Four Times per Year: The Oracle Homes and associated Exadata Cloud at Customer databases identified in the OPE will be patched one, two, three or four times per year.

Advanced Database Support Patch Management for Exadata Cloud at Customer – VMs One, Two, Three, or Four Times per Year: The Oracle VMs for Exadata Cloud at Customer identified in the OPE will be patched one, two, three or four times per year.

Agent: A tool within certain Oracle Products that is responsible for collecting telemetry data, including log, monitoring, and performance data to be used in the various Cloud Services (log analytics, IT analytics and infrastructure monitoring). An Agent will be installed on the target Entity, whether in Your on-premises environment or in a Cloud environment. An Agent can communicate to the Cloud Services directly, via a proxy, or via the OMC Gateway.

Application Instance: A single set of memory structures, a single application code tree, and a single set of operating system processes that collectively access a single database.

Application Instance(s) – Monitoring Entities: Your hardware, software or other environment which is the target of the Annual Services.

Business Intelligence Instance: A single set of memory structures, a single application code tree, and a single set of operating system processes that collectively access a single Core Technology Database.

Core Technology Database: A single set of collected data that is treated as a unit.

Core Technologies Database(s) – Monitoring Entities: Your hardware, software or other environment which is the target of the Annual Services.

Critical Reactive Units: A collection of any combination of Application Instances – Critical Reactive, Business Intelligence Instances – Critical Reactive, Middleware Production Environments – Critical Reactive, Core Technology Databases – Critical Reactive, Engineered Systems Machines– Critical Reactive and Server & Storage Systems – Critical Reactive.

Customer-owned Tenancy: OCI Tenancy owned by Customer where the Customer is responsible for subscriptions to Cloud Management Services.

Dashboard: A graphical reporting tool used to display key performance indicators (“KPIs”), metrics, and key data points to observe the health of an information technology ecosystem.

Engineered Systems: A single rack of pre-configured Oracle technology inclusive of systems hardware and operating systems and one or more of the following: Core Technology Databases, Oracle applications, middleware, storage devices, fiber channel switches and/or network switches.

Engineered System(s) – Monitoring Entities: Your hardware, software or other environment which is the target of the Annual Services.

Engineered Systems Incremental Patch Deployment for Oracle Platinum Service - One, Two, Three, or Four Times per Year: The Oracle incremental associated databases and components identified in the OPE will be patched one, two, three or four times per year.

Engineered Systems Quarterly Patch Deployment - One, Two, Three, or Four Times per Year: The Oracle infrastructure racks and associated databases and components identified in the OPE will be patched one, two, three or four times per year.

Engineered System Quarterly Patch Deployment for Cloud at Customer DomU - One, Two, Three, or Four Times per Year: A single rack of pre-configured and Oracle managed system(s) and one or more of the following: Core Technology Databases and Grid Infrastructure.

Engineered Systems Quarterly Patch Deployment for Oracle Cloud Infrastructure Database Exadata DomU - One, Two, Three, or Four Times Per Year: A single rack of pre-configured and Oracle managed system(s) and one or more of the following: Core Technology Databases and Grid Infrastructure.

Entity: Your hardware, software or other environment which is the target of the Cloud Services.

Full Coverage Units: A collection of any combination of Application Instances – Full Coverage, Business Intelligence Instances– Full Coverage, Middleware Production Environments– Full Coverage, Core Technology Databases– Full Coverage, Engineered Systems Machines – Full Coverage and Server/Network/Storage Systems– Full Coverage.

Fusion Middleware Production Environment: A single combination of hardware architecture, operating system brand, Java Machine, and middleware production version supporting a specific business function.

Machine Learning: An application of artificial intelligence (AI) that enables computers to automatically learn and improve from experience to perform new/alternative functions without explicitly being programmed.

Oracle Home: The system context in which Oracle products run. This context consists of the directory location where the products are installed, the corresponding system path setup, and where applicable, the program groups associated with the products installed in that home, and the services running from that home.

Cloud Management Services: Integrated observability, management, and analytics cloud services that leverage Machine Learning and big data techniques against operational IT data. Cloud Management Services used for SSCIO include Oracle Management Cloud and Oracle Observability and Management.

Oracle-owned Tenancy: OCI Tenancy owned by Oracle where Oracle is responsible for subscriptions to Cloud Management Services.

Server & Storage System: A single hardware system and associated operating system, networking product or a single storage system or array.

Server & Storage Technology Program: A single program or utility related to Server, Network or Storage administration.

Tenancy: The main structure within Oracle Cloud Infrastructure (“OCI”) that contains all of an organization’s resources. Within a tenancy, administrators can create one or more Compartments, create additional users and groups, and assign policies that grant groups the ability to use resources with a Compartment.

Annual Service Descriptions

The Annual Services you have ordered for your Oracle Product Environment (if applicable), will be identified in Your order and related Annual Services Exhibit.

Oracle Advanced Support Assistance (“ASA”)

Service Offering	Part #
Oracle Advanced Support Assistance for Software 8X5	B86696
Oracle Advanced Support Assistance for Software 7X24	B86697
Oracle Advanced Support Assistance for Software 8X5: Custom	B86698
Oracle Advanced Support Assistance for Software 7X24: Custom	B86699
Oracle Advanced Support Assistance for Systems 8X5	B86708
Oracle Advanced Support Assistance for Systems 7X24	B86709
Oracle Advanced Support Assistance for Systems 8X5: Custom	B86710
Oracle Advanced Support Assistance for Systems 7X24: Custom	B86711
Oracle Advanced Support Assistance for Systems 8X5 - Reseller	B93093
Oracle Advanced Support Assistance for Systems 7X24 - Reseller	B93091
Oracle Advanced Support Assistance for Systems 8X5: Custom - Reseller	B93094
Oracle Advanced Support Assistance for Systems 7X24: Custom - Reseller	B93092
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Support Delivery Management

A Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following Services:

- a. Prepare and maintain a service delivery plan;
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”);
- c. Document the technical specifications of Your Oracle Product Environment (“Environment and Configuration Guide”);
- d. Prepare and provide quarterly service delivery plan progress reports;
- e. Provide access to a customer-specific web portal;
- f. Assist with conducting an orientation for Your Customer Contacts;
- g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
- h. Assist with conducting quarterly service delivery plan reviews;

- i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request (“SR”) activity in connection with individual SRs logged by Your Customer Contacts. This review may consist of status reports, next steps, if any, and review of Your SR priorities;
- j. Assist with SR management, prioritization, and escalation;
- k. Assist with communicating the status of Your SRs to Your Customer Contact(s), as requested;
- l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
- m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Standby Coverage

Upon Your request to Your TAM, Oracle will provide standby coverage (e.g., SR management, prioritization, and escalation) by Your primary TAM for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Advanced Support Assistance services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.
- b. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
- c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- d. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assumptions

- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

Oracle Business Critical Assistance (“BCA”)

Service Offering	Part #
Oracle Business Critical Assistance for Software 8X5	B86700
Oracle Business Critical Assistance for Software 7X24	B86701
Oracle Business Critical Assistance for Software 8X5: Custom	B86702
Oracle Business Critical Assistance for Software 7X24: Custom	B86703
Oracle Business Critical Assistance for Systems 8X5	B86712
Oracle Business Critical Assistance for Systems 7X24	B86713
Oracle Business Critical Assistance for Systems 8X5: Custom	B86714
Oracle Business Critical Assistance for Systems 7X24: Custom	B86715
Oracle Business Critical Assistance for Systems 8X5 - Reseller	B93095
Oracle Business Critical Assistance for Systems 7X24 - Reseller	B93097
Oracle Business Critical Assistance for Systems 8X5: Custom - Reseller	B93096
Oracle Business Critical Assistance for Systems 7X24: Custom - Reseller	B93098
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Support Delivery Management

A Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following support Services:

- a. Prepare and maintain a service delivery plan;
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”);
- c. Document the technical specifications of Your Oracle Product Environment (“Environment and Configuration Guide”);
- d. Prepare and provide quarterly service delivery plan progress reports;
- e. Provide access to a customer-specific web portal;
- f. Assist with conducting an orientation for Your Customer Contacts;
- g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
- h. Assist with conducting quarterly service delivery plan reviews;
- i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request (“SR”) activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
- j. Assist with SR management, prioritization and escalation;
- k. Assist with communicating the status of Your SRs to Your Customer Contacts, as requested;

- l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
- m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

At the TAM's discretion, for Severity 1 and mutually agreed upon Severity 2 issues, the TAM will engage the Services of an Oracle Advanced Support Engineer ("ASE") or team of ASEs, to assist Your Customer Contact(s) with technical issues. The current definition of Oracle's Severity Levels is available in the applicable Oracle Technical Support Policies which may be accessed at <http://www.oracle.com/support/policies.html>.

a. Critical Service Requests

For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE(s) are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs, collectively ("critical SRs") and shall provide the following support Services for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis;
- ii. Assist with issue identification and issue reproduction;
- iii. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue;
- iv. Assist with potential workarounds;
- v. Provide guidance to implement the recommendations documented in the SR;
- vi. Assist with testing prior to production implementation of any recommendations;
- vii. Extract data from a downed database and attempt a recovery for Oracle databases within the OPE section of the Annual Services Exhibit;
- viii. Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support Services tools for Your Oracle products in the OPE section of the Annual Services Exhibit; and
- ix. Notify You of Oracle alerts, releases, firmware updates and patches related to Your Oracle products in the OPE section of the Annual Services Exhibit, including critical patch updates.

b. Critical Reactive Service Requests

If Your order includes products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide as Critical Reactive units as defined in the Annual Services Exhibit, Oracle will monitor only Severity 1 and mutually agreed upon Severity 2 SRs and communicate the SR status to Your designated Customer Contacts for the quantity of Critical Reactive units defined in the OPE section of the Annual Services Exhibit.

3. Standby Coverage

Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by an ASE for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

4. Service Request Prioritization

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 (“SR 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.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Business Critical Assistance services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.
- b. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
- c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- d. If requested by Oracle, You shall provide a test environment and, if applicable, a non-customized code test environment for Your Oracle applications, for testing patches and troubleshooting.

2. Assumptions

- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service

Service Offering	Part #
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (1 Patch) – Local Delivery	B85531
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (1 Patch) – Remote Delivery	B85535
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (2 Patches) – Local Delivery	B85532
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (2 Patches) – Remote Delivery	B85536
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (3 Patches) – Local Delivery	B85533
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (3 Patches) – Remote Delivery	B85537
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (4 Patches) – Local Delivery	B85534
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service (4 Patches) – Remote Delivery	B85538
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (1 Patch) - Remote Delivery	B86720
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (2 Patches) - Remote Delivery	B86721
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (3 Patches) - Remote Delivery	B86722
Oracle Engineered Systems Incremental Patch Deployment for Oracle Platinum Service Connected (4 Patches) - Remote Delivery	B86723
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (1 Patch)	B85539
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (2 Patches)	B85540
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (3 Patches)	B85541
Oracle Engineered Systems Incremental Patch Deployment w/SAP for Oracle Platinum Services (4 Patches)	B85542

Description of Services

1. Oracle will review and analyze Your current patching configuration for the product(s) set forth in the OPE section of the Annual Services Exhibit and deploy the updated/new patches You receive from My Oracle Support (“MOS”) up to the number of patches specified in Your order by performing the following activities:
 - a. Conduct a preliminary meeting and orientation;
 - b. Identify the previously installed patches to be combined with the planned patches to be installed (“Patch Bundle”) using one (1) of the following patching options:
 - i. Oracle will install the Patch Bundle on one (1) actively running/online system that is substantially similar to the OPE; or

- ii. Oracle will install the Patch Bundle on one (1) inactive/offline system that is substantially similar to the OPE; or
 - iii. Oracle will assist You with the installation of the Patch Bundle on one (1) system that is substantially similar to the OPE.
- c. Conduct a final meeting to review the Services.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. During the preliminary meeting, identify the system in subsection 1.b. above on which the Patch Bundle shall be installed.
- b. In the event You have ordered on-site Patch Bundle installation (as identified in subsection 1.b.iii.), such installation Services will be performed at Your location as defined in the exhibit.

2. Assumptions

- a. The Services shall be coordinated to coincide with the patching Services You are receiving under Platinum Services.

Oracle Engineered Systems Quarterly Patch Deployment

Service Offering	Part #
Oracle Engineered Systems Quarterly Patch Deployment (1 Patch) – Local Delivery	B85523
Oracle Engineered Systems Quarterly Patch Deployment (1 Patch) – Remote Delivery	B85527
Oracle Engineered Systems Quarterly Patch Deployment (2 Patches) – Local Delivery	B85524
Oracle Engineered Systems Quarterly Patch Deployment (2 Patches) – Remote Delivery	B85528
Oracle Engineered Systems Quarterly Patch Deployment (3 Patches) – Local Delivery	B85525
Oracle Engineered Systems Quarterly Patch Deployment (3 Patches) – Remote Delivery	B85529
Oracle Engineered Systems Quarterly Patch Deployment (4 Patches) – Local Delivery	B85526
Oracle Engineered Systems Quarterly Patch Deployment (4 Patches) – Remote Delivery	B85530
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (1 Patch) - Local Delivery	B108167
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (1 Patch) - Local Review/Remote Delivery	B108168
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (1 Patch) - Local/Remote Delivery	B108169
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (2 Patches) - Local Delivery	B108170
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (2 Patches) - Local Review/Remote Delivery	B108171
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (2 Patches) - Local/Remote Delivery	B108172
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (3 Patches) - Local Delivery	B108173
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (3 Patches) - Local Review/Remote Delivery	B108174
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (3 Patches) - Local/Remote Delivery	B108175
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (4 Patches) - Local Delivery	B108176
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (4 Patches) - Local Review/Remote Delivery	B108177
Oracle Engineered Systems Quarterly Patch Deployment for Cloud (4 Patches) - Local/Remote Delivery	B108178
Oracle Engineered Systems Quarterly Patch Deployment Connected (1 Patch) - Remote Delivery	B86724
Oracle Engineered Systems Quarterly Patch Deployment Connected (2 Patches) - Remote Delivery	B86725
Oracle Engineered Systems Quarterly Patch Deployment Connected (3 Patches) - Remote Delivery	B86726
Oracle Engineered Systems Quarterly Patch Deployment Connected (4 Patches) - Remote Delivery	B86727
Oracle Engineered Systems Quarterly Patch Deployment Connected for Cloud (1 Patches) - Local/Remote Delivery	B108179
Oracle Engineered Systems Quarterly Patch Deployment Connected for Cloud (2 Patches) - Local/Remote Delivery	B108180
Oracle Engineered Systems Quarterly Patch Deployment Connected for Cloud (3 Patches) - Local/Remote Delivery	B108181
Oracle Engineered Systems Quarterly Patch Deployment Connected for Cloud (4 Patches) - Local/Remote Delivery	B108182
Oracle Engineered Systems Quarterly Patch Deployment (1 Patch) - Local Review/Remote Delivery	B92954
Oracle Engineered Systems Quarterly Patch Deployment (2 Patches) - Local Review/Remote Delivery	B92955
Oracle Engineered Systems Quarterly Patch Deployment (3 Patches) - Local Review/Remote Delivery	B92956
Oracle Engineered Systems Quarterly Patch Deployment (4 Patches) - Local Review/Remote Delivery	B92957
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

Oracle will review and analyze Your current patching configuration for the product(s) set forth in the OPE section of the Annual Services Exhibit and deploy the updated/new patches You

receive through My Oracle Support (“MOS”) up to the number of patches identified in Your order by performing the following (the “Services”):

1. Review and analyze the patch and configuration data collected by the data collector software or manual methods to identify the current patch levels and status.
2. Identify and determine the compatibility of the previously installed patches with the planned patches to be installed (the “Patch Bundle”).
3. Create a high level patch plan and a detailed patch plan.
4. Review the patch plan with You and identify the following:
 - a. The patches to be included in the Patch Bundle;
 - b. Business requirements and change management procedures;
 - c. Patching strategy;
 - d. Patch deployment schedule
5. Install Patch Bundle(s) in accordance with the patch plan, using one (1) of the following patching options:
 - a. Install the Patch Bundle on one (1) actively running/online system that is substantially similar to the OPE;
 - b. Install the Patch Bundle on one (1) inactive/offline system that is substantially similar to the OPE ;
 - c. Assist You with the installation of the Patch Bundle on one (1) system that is substantially similar to the OPE, at Your location as defined in the exhibit.
6. Upon completion of the installation of the Patch Bundle, create a patch deployment summary.
7. Conduct a final meeting to review the patch deployment summary.

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 Engineered Systems Quarterly Patch Deployment services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Identify the system in which the Patch Bundle will be installed.
- b. Comply with patch recommendations provided by Oracle, including authorizing prompt application of security patches.
- c. Be solely responsible for the impact and related risks resulting from Your failure to comply with Oracle patch recommendations.
- d. Purchase additional database deployments under a separate order, as required.

2. Assumptions

- a. The Oracle Engineered Systems Quarterly Patch Deployment will be performed on up to one (1) Oracle database (per Zero Data Loss Recovery Appliance), two (2) Oracle databases (per Oracle Database Appliance), four (4) Oracle databases (per eighth rack, quarter rack or half rack Exadata; or half rack SuperCluster); up to eight (8) databases (per full rack Exadata or full rack SuperCluster) or Exalytics (per machine, up to three (3) Oracle VM (“OVM”) guests and up to three (3) software instances of any combination of the following: (i.) Oracle Business Intelligence Enterprise Edition (“OBIEE”) and Oracle TimesTen In-Memory Database; and/or (ii.) Oracle Essbase with optional Enterprise Performance Management (“EPM”) Foundation; and/or (iii.) Oracle Endeca) in accordance with the quantities identified in Your Order; one (1) Mammoth patch deployment bundle (per Big Data Appliance).
- b. All communication (oral, written, and electronic) associated with the delivery of the Services will be provided in English language only.
- c. Oracle will limit Your access to functionality contained within the ACS Gateway as required to perform the Services.

Oracle Functional Help Desk for Hospitality

Service Offering	Part #
Oracle Functional Help Desk for Oracle Hospitality	B85444
Oracle Functional Help Desk for Oracle Hospitality Hardware	B85445
Oracle Functional Help Desk for Oracle Hospitality Third Party Product	B85446
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Definitions

“End Users” means those of Your employees, agents, and contractors who are properly licensed or properly authorized to use the Oracle programs, Oracle hardware systems, and Third Party Products identified in the PE.

“Functional Help Desk Configuration Document” means a document that specifies the technical specifications of Your PE.

“Item” means, for Oracle programs, an application instance (i.e., a single set of memory structures, a single application code tree, and a single set of operating system processes that collectively access a single database); for Oracle hardware systems, the hardware system itself; and for Third Party Products, a hardware component (e.g., a monitor, scanner, printer, etc.).

“Key Contacts” means Your technical contacts for Oracle Premier Support, Your incident management team, and Your management escalation team.

“Product Environment” or *“PE”* means, as limited to the number of Oracle program licenses and Oracle hardware systems specified in Your order, the number of Third Party products specified in Your order, the number and location of Sites specified in Your order, and the number of Items of each specified on the Functional Help Desk Configuration Document: (i) the Oracle programs for which You maintain annual technical support during the Term, (ii) the Oracle hardware systems for which You maintain technical support during the Term, and (iii) the third party products which interface with the point of sale (“POS”) terminals at the Sites (“Third Party Products”).

“Services” means Oracle Functional Help Desk Services for the PE.

“Site” means a location from which Your End Users and/or Key Contacts may place SRs for Oracle Functional Help Desk Assistance Services.

“SR” means a service request, logged by Your End Users and/or Key Contacts, for Oracle Functional Help Desk Services.

“Term” means the period that commences on the effective date of Your order and ends on the date that is twelve (12) months thereafter.

Description of Services

During the Term, Oracle will provide the following Services:

1. Support Delivery Management

One Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services. The TAM shall provide the following remotely:

- a. Assist You with developing and maintaining a Functional Help Desk Configuration Document.

- b. Assist You with developing a service delivery plan for the Services which takes into account:
 - i. Your current, documented business processes and end user training practices;
 - ii. Your current, documented customizations, extensions, modifications, localizations, and interfaces/integrations for Oracle programs (“CEMLIs”);
 - iii. Your current, documented PE operational processes, including processes for incident management, testing, change management, configuration management, and escalation management; and
 - iv. Your current, documented PE priorities.
- c. If available, document information, captured during the Term for the PE, on work arounds, patches, fixes and/or known errors;
- d. Document the contact details of Your Key Contacts, the contact information Key Contacts will need to contact the Oracle Functional Help Desk described in Section 2 below (“Oracle Functional Help Desk Contacts”), and the escalation process and procedures Key Contacts must follow in contacting the Oracle Functional Help Desk Contacts (all information collectively documented in the “Joint Contacts and Escalation Guide”);
- e. Document the Oracle programs setups, configurations, and technical specifications of the PE;
- f. Prepare and provide to one of Your Key Contacts a monthly report which shall include:
 - i. Analysis of the trends in the SRs logged by Your End Users during the reporting period; and
 - ii. Identification of the patch sets, alerts, new releases, de-support notices, or new support tools applicable to the Oracle programs in the PE that have been published by Oracle, via My Oracle Support (“MOS”) during the reporting period.
- g. Conduct a Services orientation for Your Key Contacts;
- h. Conduct a Services delivery planning session with Your Key Contacts;
- i. Assist with SR management, prioritization, and escalation in accordance with this exhibit;
- j. Communicate the status of Severity 1 SRs;
- k. For Oracle programs in the PE, facilitate communications between Oracle Global Customer Support and Your Key Contacts, provided, however, that for any SRs related to PE CEMLIs, the TAM will refer Your Key Contacts to Oracle Consulting for assistance with discussing the terms and fees for addressing issues related to PE CEMLIs; and
- l. Maintain the Joint Contacts and Escalation Guide.

2. Oracle Functional Help Desk Support

Oracle Functional Help Desk Contacts will be available to perform the following activities, remotely, twenty-four (24) hours a day, seven (7) days a week (“24x7”):

- a. For Oracle programs and Oracle hardware systems SRs only:
 - i. Receive and acknowledge Oracle programs SR(s) that have been logged by Your End Users in MOS or by calling Oracle’s designated help desk number for customers who have purchased technical support services;
 - ii. Assist in gathering additional relevant information pertaining to the SR(s);

- iii. Assist in collecting system data as necessary to address SR resolution. System data may include trace files, log files, and diagnostic information;
 - iv. Diagnose underlying issues and propose an SR resolution or work around where practical;
 - v. As specified in the Service Request Severity Levels section below, adjust the severity level of SR(s), if required;
 - vi. As specified in the Service Request Severity Levels section below, escalate SR(s) according to severity level definitions;
 - vii. Coordinate with Your incident management team to address Severity 1 SR(s);
 - viii. Coordinate with Oracle Global Customer Support and You for SR(s) that cannot be resolved by the Oracle Functional Help Desk, provided, however, that for any SR(s) related to PE CEMLI, the Oracle Functional Help Desk Contacts will refer You to Oracle Consulting for assistance with discussing the terms and fees for addressing issues related to PE CEMLI;
 - ix. Monitor SR(s) and provide status updates throughout the SR lifecycle;
 - x. Provide assistance with basic administrative, functional, and technical incidents;
 - xi. Provide assistance regarding the use and navigation of the features and functionality of the Oracle programs, as configured in the PE;
 - xii. You and Oracle agree that an SR will remain open until one of the following occurs:
 - 1) The SR has been resolved;
 - 2) You and Oracle agree to close the SR;
 - 3) The SR is transferred or referred in accordance with this exhibit; or
 - 4) The SR is determined by Oracle to be outside the scope of the Services, at which point the SR will be transferred back to one of Your Key Contacts.
- b. For Third Party Products SRs only, if included in Your order:
- i. Receive and acknowledge Third Party Products SR(s), from Your End Users;
 - ii. Gather preliminary information pertaining to the Third Party Products SRs;
 - iii. Transfer the Third Party Products SRs to You or the appropriate third party;
 - iv. Update the Third Party Products SRs with information, if any, received from the third party (i.e., third party ticket number); and
 - v. Once the Third Party Products SRs have been transferred to You or the third party, document the transfer information in the SR received from Your End User, and then close the SR.

Oracle reserves the right to disable polling for Close Events if You fail to implement Oracle recommended actions, within seven (7) calendar days.

3. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, up to the maximum number of days¹ per resource role as set forth in Your order ("Supplemental Resources").

These Supplemental Resource's may assist with one or more of the following activities in furtherance of the services provided under Your order for Oracle Functional Help Desk for Oracle Hospitality services:

- a. Assistance with SRs related to the following:
 - i. Issue identification and issue reproduction
 - ii. Constructing a reproducible test case
 - iii. Potential workarounds
 - iv. Guidance to implement the recommendations documented in the SR
- b. Customer meetings
- c. Local language support

4. Out of Scope

The Services do not include any Service that is not expressly identified in this exhibit, including but not limited to:

- a. Defining, creating, designing, or implementing business practices or processes;
- b. Products training;
- c. Disaster recovery services;
- d. System architecture design or validation;
- e. Assistance, address, or resolution of PE CEMLI's; and
- f. Assistance, address, or resolution of Third Party Products SRs, other than as expressly specified in Section 2.b. above.
- g. Any activity or tasks required to ensure that the then current supported release(s)/version(s) of Third Party Products are running in the PE.

Performance Levels, Metrics and Targets

Oracle will use commercially reasonable efforts to achieve the performance targets listed in the following table; however, the parties agree that Oracle shall not incur any contractual, financial, or other penalty or liability if Oracle does not achieve the performance targets.

Performance Level	Performance Metric	Performance Target
Average Speed of Answer ("ASA")	The average length of time a call (SRs) to the Oracle Functional Help Desk waits before being answered by Oracle	85% of all SRs are answered within 120 seconds
First Call Resolution Rate	The average rate in which the call (SR) is handled in accordance with this exhibit	65% of first call issues (SRs) are handled within 1 hour of Your initial call to the Oracle Functional Help Desk
Abandon Rate	The percentage of calls in which a caller hangs up or terminates a call to the Oracle Functional Help Desk prior to the call being answered	<= 8% for calls (SRs) that hold longer than 120 seconds

Service Request Severity Levels

1. Service Request Severity Level Assignment

Working together, the parties shall assign each SR one of the severity definitions identified in the applicable Oracle Technical Support Policies, which are available at <http://www.oracle.com/us/support/policies/index.html>. The Severity Level of an Oracle program SR may be upgraded or downgraded, using the severity definitions, by the parties as set forth in the following two paragraphs. For purposes of clarity, SR(s) for Oracle program CEMLI will be handled in accordance with Section 2.a.viii. and SR(s) for Third Party Products will be handled in accordance with Section 2.b. (Third Party Products) and will not be upgraded or downgraded.

2. Downgrading Severity Levels

If, during the SR process, the incident no longer warrants the Severity Level currently assigned to it, then the Severity Level may be downgraded to a lower Severity Level that most accurately reflects the current impact of the incident.

3. Upgrading Severity Levels

If during the SR process, the incident warrants the assignment of a higher Severity Level, then the Severity Level may be upgraded to a higher Severity Level that most accurately reflects the then current impact of the incident. When requesting the designation of a higher Severity Level, You must provide Oracle with sufficient information that demonstrates the increased adverse impact of the SR on Your use of the Oracle programs in the PE.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

a. General

- i. Maintain the properly configured software and hardware/operating system platform to support the Services;
- ii. Restrict Oracle's access to any content or information that imposes privacy, security, or regulatory obligations greater than those specified in this order;
- iii. 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;
- iv. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services;
- v. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of the Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of the Services;
- vi. Provide and/or support all third-party software in connection with the provision of the Services defined in Your order;
- vii. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which the Services are to be performed, including, without limitation, the serial number for the hardware system(s);

- viii. 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;
 - ix. Prior to the commencement of the Services, inform Oracle of any storage, server, system, application, equipment, or environment modifications that may affect Oracle's performance of the Services;
 - x. Work with Oracle to facilitate an efficient delivery of the Services; and
 - xi. In the event that there is a change to the Services such that Oracle employees will be required to perform the Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- b. Functional and Technical Support
- i. Implement all recommendations, provided by Oracle to You, to modify the PE to facilitate Oracle's performance of the Services. Oracle reserves the right to suspend or cease the performance of the Services if You fail to implement recommendations as and when required by Oracle;
 - ii. Log all SRs in MOS or by calling Oracle's designated help desk number for customers who have purchased technical support services;
 - iii. Work with Oracle to assign a Severity Level, per the severity definitions identified in the Technical Support Policies and the criteria referenced in the Service Request Severity Levels section above, , to each SR;
 - iv. While an SR is at Severity Level 1, have a Key Contact available twenty-four (24) hours per day, seven (7) days per week, to provide information requested by Oracle, answer questions and participate in diagnostics;
 - v. Provide accurate business impact details for Severity Level 1 and Severity Level 2 SRs;
 - vi. Be responsible for SRs that are not within the scope of the Services (e.g., SRs related to Third Party Products, SRs related to CEMLLs);
 - vii. Provide overall SR management coordination for all products in the PE;
 - viii. Assist Oracle with SR analysis, data collection, and resolution;
 - ix. Validate any data correction and/or modifications to the PE;
 - x. Initiate escalation procedures documented in the Joint Contacts and Escalation Guide for Severity Level 1 and Severity Level 2 SRs;
 - xi. At Oracle's request, promptly identify to Oracle, and ensure the availability of, Your appropriate technical resources for assistance with resolution of SRs;
 - xii. Perform all functional regression, unit and user acceptance testing for SR resolutions and work arounds provided by Oracle;
 - xiii. Manage the setup and management of Your end users;
 - xiv. Provide information on PE functional setups and configurations;
 - xv. Test any change, modification, update, or upgrade made to the PE;

- xvi. Adhere to Oracle's recommended practices, for instance, strategy and code promotion, as part of Your overall release management process;
 - xvii. Prior to the commencement of the Services, provide to the TAM Your functional setups and configuration documents, business process flow documents, user acceptance test case documents, functional specifications, technical specifications, technical architecture documents, CEMLI documents, service operations training guides and other appropriate documentation for all products in the PE;
 - xviii. Prior to the commencement of the Services, provide all documentation and training to Oracle with respect to Your internal processes and tools relevant to the performance of the Services;
 - xix. Prior to the commencement of the Services, ensure all end users are properly trained on how to use all products and the PE; and
 - xx. Prior to the commencement of the development of the Functional Help Desk Configuration Document, provide the Oracle Functional Help Desk Contacts, and the TAM, with a list of Sites (by site number, and address), and the number of Oracle program licenses, Oracle hardware systems, and Third Party Products at each such Site. The number of Sites on the list, and the numbers of Oracle program licenses, Oracle hardware systems, and Third Party Products at each Site on the list, shall be no greater than the numbers for each that are specified in the order under which You acquired Oracle Functional Help Desk Services.
- c. Changes to the PE
- i. Planned changes
 - ii. Notify the Oracle Functional Help Desk Contacts designated in the Joint Contacts and Escalation Guide, and the TAM, of mutually agreed planned changes to the PE at least forty-eight (48) hours in advance of the planned change; and
 - iii. Emergency changes
 - iv. Notify the Oracle Functional Help Desk Contacts designated in the Joint Contacts and Escalation Guide, and the TAM, of emergency changes to the PE at least four (4) hours in advance of the emergency change.
- d. Third Party Products
- i. Maintain annual technical support contract(s) between the You and all third parties for all Third Party Products in the PE throughout the Term of the Services;
 - ii. Be responsible for Your relationships with all third parties necessary to support the Services, including, without limitation, all contract administration, any regular interaction regarding SR status, and all responsibility for knowledge, access privileges and use of available support tools;
 - iii. Facilitate Oracle's access to the third party SR submission process between You and Your third parties, and provide all Oracle Functional Help Desk Contacts designated in the Joint Contacts and Escalation Guide, and the TAM, with such information and appropriate rights to so access;

- iv. Ensure Oracle is assigned rights to act on Your behalf to open SRs with Your third party(ies) both electronically and verbally;
- v. Provide any alternate contact information to be used for Third Party Product SRs. In the absence of alternate contact information, Oracle will open the Third Party Product SR with the contact information of the End User found in the original SR;
- vi. Be responsible for all Third Party Product SRs once transferred to You or the third party, including status tracking and all subsequent interactions; and
- vii. Limit Your Third Party Products SRs as set forth in Section 2.d. below.

2. Assumptions

- a. Throughout the Term, each Third Party Product in the PE must be the current supported release version of such Third Party Product then available from the third party;
- b. SRs shall only be submitted via MOS or by calling Oracle's help desk number for customers who have purchased support;
- c. Only Key Contacts may communicate with the Oracle Functional Help Desk Contacts regarding the Support Delivery Management services set forth in the Description of Services Section 1.d above;
- d. Third Party Product SRs will not exceed 80% of the total number of SRs logged for Oracle programs and hardware systems in a given quarter. Receipt and acknowledgement of Third Party Product SRs in excess of 80% of the total number of SRs logged for Oracle programs and hardware systems is, at all times, at the sole discretion of the Oracle Functional Help Desk Contacts;
- e. Each SR must relate to a single issue only. While additional issues may arise out of an earlier issue for which an SR had previously been submitted, such subsequent issues shall be considered new issues for purposes of this exhibit and a separate SR must be created for each such new issue; and
- f. Notwithstanding any provision or interpretation of this exhibit to the contrary, the Services under this exhibit do not include, and Oracle shall not be responsible for, the quality and/or time for response, restoration or resolution of SR opened with any third party.
- g. The Services are delivered remotely.
- h. Except for those Services identified in this exhibit as Services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), Services are delivered during local business days and hours, excluding local public holidays, in the time zone of Your Sites. Services are not available during non-business hours unless otherwise specified in the exhibit. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.

Oracle Solution Support Center for SSC Standard, SSC Intelligent Ops, and SSC for PaaS/IaaS

Service Offering	Part Number
Oracle Solution Support Center for Software 8X5	B107964
Oracle Solution Support Center for Software 7X24	B107963
Oracle Solution Support Center for Systems 8X5	B107967
Oracle Solution Support Center for Systems 7X24	B107969
Oracle Solution Support Center for PaaS/IaaS/UCM – 8 x 5	B98220
Oracle Solution Support Center for PaaS/IaaS/UCM – 24 x 7	B98221
Oracle Solution Support Center Intelligent Operations – Customer-owned Tenancy – 8 x5	B98218
Oracle Solution Support Center Intelligent Operations – Customer-owned Tenancy - 24 x 7	B107961
Oracle Solution Support Center Intelligent Operations – Oracle-owned Tenancy – 8 x5	B98219
Oracle Solution Support Center Intelligent Operations – Oracle-owned Tenancy - 24 x 7	B107962
Oracle Solution Support Center Intelligent Operations for PaaS/IaaS/UCM – Customer-owned Tenancy – 8 x 5	B98222
Oracle Solution Support Center Intelligent Operations for PaaS/IaaS/UCM – Customer-owned Tenancy – 24 x 7	B98224
Oracle Solution Support Center Intelligent Operations for PaaS/IaaS/UCM – Oracle-owned Tenancy – 8 x 5	B98223
Oracle Solution Support Center Intelligent Operations for PaaS/IaaS/UCM – Oracle-owned Tenancy – 24 x 7	B98225
Oracle Solution Support Center Intelligent Operations for Systems – Customer-owned Tenancy – 8 x 5	B98226
Oracle Solution Support Center Intelligent Operations for Systems – Customer-owned Tenancy – 24 x 7	B98227
Oracle Solution Support Center Intelligent Operations for Systems – Oracle-owned Tenancy – 8 x 5	B98228
Oracle Solution Support Center Intelligent Operations for Systems – Oracle-owned Tenancy – 24 x 7	B98229
Oracle Solution Support Center for Systems 8X5 - Reseller	B107968
Oracle Solution Support Center for Systems 24X7 - Reseller	B107966
Oracle Solution Support Center Intelligent Operations for Systems – Customer-owned Tenancy – 8 x 5 - Reseller	B99167
Oracle Solution Support Center Intelligent Operations for Systems – Customer-owned Tenancy – 24 x 7 - Reseller	B99168
Oracle Solution Support Center Intelligent Operations for Systems – Oracle-owned Tenancy – 8 x 5 - Reseller	B99169
Oracle Solution Support Center Intelligent Operations for Systems – Oracle-owned Tenancy – 24 x 7 - Reseller	B99170
Critical Response Commitment	B55983
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

Oracle will provide the following activities for the Services included in Your order and in accordance with the Service Maximums documented in Your order (“SSC Services”).

1. Support Delivery Management

A Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the SSC Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following activities:

- a. Conduct a delivery planning session and prepare a service delivery plan.
- b. Maintain the service delivery plan and provide quarterly service delivery plan reviews.
- c. Document and maintain the contact details for (i) key Oracle contacts, (ii) Your technical contacts for Oracle Premier Support, Cloud Management Services alerts, and management escalation team (“Customer Contacts”), and (iii) and Oracle’s escalation procedures ((i) through (iii) collectively, the “Joint Contacts and Escalation Guide”).
- d. Document the technical specifications of Your Oracle Product Environment (“OPE”) related to the SSC Services (the “Environment and Configuration Guide”).
- e. Provide access to a customer-specific web portal.
- f. Conduct an orientation for Your Customer Contacts.
- g. Review all applicable SR activity opened with Oracle Support or Oracle Cloud support related to the SSC Services, including service request (“SR”) activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities.
- h. Assist with SR management, prioritization, and escalation.
- i. Facilitate communications between Oracle and Your Customer Contacts, including communicating the status of Your SR(s) to Your Customer Contact(s), as requested.
- j. Maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

A team of Oracle Advanced Support Engineers (Your “ASEs”) will be assigned to You during Your business hours at the location specified in Your order (“business hours”). One of Your ASEs will serve as Your primary ASE point of contact.

- i. A dedicated toll-free telephone number will be assigned to You.
- ii. You may contact Your ASE via this dedicated toll-free telephone number.
- iii. Your ASE will respond to all Severity 1 and mutually agreed Severity 2 SRs placed during Your business hours.
- iv. If Your order contains SSC Services to be delivered “8 x 5”, issues that arise during non-business hours will be responded to the next business day.
- v. If Your order contains SSC Services to be delivered “24 x 7”, issues that arise during non-business hours will be responded to the next business day except for Severity 1 issues, which are immediately forwarded to an ASE to address the issue.
- vi. Non-critical Severity 2 issues and Severity 3 and 4 issues that arise during non-business hours will be responded to the next business day.
- vii. You may only submit SRs and/or call an ASE with issues related to the Oracle products and Oracle Cloud Services identified in Your order and which have been documented within Your Environment and Configuration Guide.

a. Critical Service Requests

For Oracle products and Oracle Cloud Services identified in the Service Maximums section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs (collectively, “Critical SRs”), to provide the following for the quantity of Full Coverage Units defined in the Service Maximums section of the Annual Services Exhibit:

- i. Conduct SR analysis.
- ii. Assist with issue identification and issue reproduction.
- iii. Assist with constructing a reproducible test case required by Oracle Support and/or Oracle Cloud Services to address an SR and help determine a workaround for the issue.
- iv. Assist with potential workarounds.
- v. Provide guidance to implement the recommendations documented in the SR.
- vi. Assist with testing prior to deployment of recommendations in the production environment.
- vii. Conduct root cause analysis of Severity 1 incidents.
- viii. Extract data from a database that is down and attempt a recovery.
- ix. Provide advice and recommendations regarding the operation, configuration, and use of the applicable Oracle Support tools.
- x. Notify You of Oracle alerts, releases, firmware updates and patches, including critical patch updates.

b. Critical Reactive Service Requests

Oracle will assist You with technical issues related to Critical Reactive Units identified in the Service Maximums and provide the following for the quantity of Critical Reactive Units identified in the Service Maximums section of the Annual Services Exhibit:

- i. Conduct SR analysis.
- ii. Assist with issue identification and issue reproduction.
- iii. Assist with constructing a reproducible test case required by Oracle Support to address an SR and help determine a workaround for the issue.
- iv. Assist with potential workarounds.

3. Standby Coverage

Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by one of Your ASEs for up to twenty-four (24) consecutive hours in the quantity defined in the Service Maximums section of the Annual Services Exhibit.

4. Critical Response Commitment

If included in Your order, Oracle will provide an ASE onsite within twenty-four (24) hours of Your request for onsite assistance related to a Severity 1 incident who will provide the following activities:

- a. Document his/her arrival time in the SR.

- b. Investigate the incident and facilitate any workarounds.
- c. Remain onsite, up to the maximum number of consecutive hours permitted under applicable law, until one of the following occurs:
 - i. A workaround has been provided;
 - ii. A temporary fix has been identified;
 - iii. A permanent fix has been identified; or
 - iv. The SR has been downgraded from a Severity 1 to Severity 2.

5. Service Request Prioritization

Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Premier Support or Oracle Cloud Services customers. Commercially reasonable efforts will be made to respond to Your SRs per the following guidelines (“SR Response Guidelines”):

Service	SR Response Guidelines		
	90% of Severity 1 SRs	90% of Severity 2 SRs	90 % of Severity 3/4 SRs
SSC for Software/Systems	20 minutes	Within 2 business hours	Within the next business day
SSC Intelligent Ops	20 minutes		
SSC for PaaS/IaaS	15 minutes		

6. Intelligent Operations

If included in Your order, Oracle will perform the following activities to provide an intelligent operations platform (“Intelligent Operations”) to enables the concurrent use of multiple data sources, data collection methods, analytical (real-time and deep) technologies, and presentation technologies, either on Customer-owned Tenancy or on Oracle-owned Tenancy, as defined in Your order.

- a. Planning and Design
 - i. Perform an analysis of the environment to be covered by the Cloud Management Services.
 - ii. Provide a questionnaire to identify Your existing assets (i.e., hardware and network infrastructure, databases, middleware, and applications), Oracle Cloud Services, and reporting requirements (the “Questionnaire”).
 - iii. Work with You to identify KPIs, alerting rules and contacts, and notification mechanisms.
 - iv. Install and run configuration information collection tools, if applicable.
 - v. Review and analyze the collected configuration information and Your completed Questionnaire.
 - vi. Conduct a meeting to review the results of the planning and design activities described in subsections (i) through (v) of this subsection (a).
 - vii. Prepare a plan that sets forth an installation roadmap (the “Installation Plan”) that will include Agent deployment, Oracle Cloud Services configuration,

observability and analysis rules for each supported Entity and reporting requirements, as applicable.

- viii. Conduct a meeting to review the Installation Plan.
- b. Provisioning, Installation, Configuration, and Maintenance
 - i. If You have purchased Intelligent Operations on Customer-owned Tenancy, provision Cloud Management Services and set up access, resource, and user management policies.
 - ii. Install and configure the Agents on Your Entities.
 - iii. Instrument the Entities where Agents have been installed for data collection.
 - iv. Run configuration verification tests to confirm deployment of the Agents, as required.
 - v. If You have purchased Intelligent Operations on Customer-owned Tenancy, build, and deploy one (1) custom Dashboard to the Cloud Management Services observability and analysis console.
 - vi. Prepare and provide You with an installation and configuration summary report.
 - vii. Review Your on-premises or Cloud environment with You on a quarterly basis.
 - viii. Update existing Agents and adjust configuration of existing Entities, as required.
 - ix. If you have purchased Intelligent Operations on Customer-owned Tenancy, modify Dashboards, as required.
 - x. Install and configure Agents on new Entities, subject to a change order and additional fees.
- c. Observability and Management
 - i. Collect log data, database data, system performance data, capacity data, and application performance data from the Entities that make up Your application topology (the “Collected Data”).
 - ii. Analyze the Collected Data using Cloud Management Services.
 - iii. Use the Machine Learning capabilities of Cloud Management Services to identify the following:
 - 1) characteristics in the Collected Data that may impact Your Oracle Cloud or on-premises environment;
 - 2) potential database and system performance or capacity bottlenecks;
 - 3) potential application performance bottlenecks.
 - iv. Provide You with recommendations for (i) problem avoidance and long term stability, (ii) resolving current database, system, and application performance and/or capacity issues, and (iii) planning performance and capacity management.
 - v. Setup alerting and notification based on agreed KPIs identified during the planning and design phase, including Oracle standard KPIs and agreed-upon customer-specific KPIs.

- 1) If you have purchased Intelligent Operations on Customer-owned Tenancy, send alerts to Your designated Customer Contacts in accordance with the mutually agreed alert mechanism.
- 2) If you have purchased Intelligent Operations on Oracle-owned Tenancy, inform You of critical alerts for Your Oracle product environment.

d. Reporting

If you have purchased Oracle Solution Support Center Intelligent Operations – Customer-owned Tenancy, reporting will be delivered via Oracle Cloud Services standard reporting mechanisms.

If you have purchased Oracle Solution Support Center Intelligent Operations – Oracle - owned Tenancy, reporting will be delivered via a centralized reporting platform provided by Oracle.

Oracle will provide one or more of the following report(s):

- i. A Dashboard or executive summary, as applicable, to summarize the health of the OPE, which may include the following:
 - 1) Systems/databases
 - 2) Up/down status of the systems/databases
 - 3) Alerts
 - 4) Warnings
- ii. Outage / issue reports
 - 1) Key findings provided by the Solution Support Center - Intelligent Operations services.
 - 2) If You have purchased Intelligent Operations on Customer-owned Tenancy, system drill down based on the key findings.
- iii. Weekly reports that may include the following from the prior week:
 - 1) Total number of issues
 - 2) Number of issues resolved
 - 3) Number of issues avoided
 - 4) Performance highlights/concerns
 - 5) Capacity highlights/concerns
- iv. Quarterly Reports that may include information regarding the following:
 - 1) Performance – historical and comparative analysis
 - 2) Capacity – trending and forecast analysis
 - 3) Operational – asset and configuration analysis

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist with one or more of the following activities in the furtherance of the SSC Services, up to the maximum number of days¹ per resource role as set forth in Your order (“Supplemental Resources”):

1. Assist with SRs not defined as Critical SRs that are related to the following:
 - a. Root cause analysis
 - b. Issue identification and issue reproduction
 - c. Constructing a reproducible test case
 - d. Potential workarounds
 - e. Guidance to implement recommendations documented in an SR
2. Lead, participate in, or facilitate meetings with You.
3. Provide local language support.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Return the completed Questionnaire, provided by Oracle, as applicable.
 - b. Restore service, including reconfiguring applications or reloading or restarting application software.
 - c. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
 - d. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support and/or Oracle Cloud support within a commercially reasonable period of time.
 - e. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
 - f. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment, for testing patches and troubleshooting issues.
 - g. Follow the SR escalation process documented on MOS (i.e., “How To Request Management Attention to a Service Request (SR) with Oracle Support Services” (ID 199389.1)).
 - h. 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 SSC Services.
 - i. Prior to the commencement of the SSC Services, inform Oracle of any storage, compute, CPU, server, system, application, equipment, or environment modifications, that may affect Oracle’s performance of the SSC Services.
 - j. Notify Oracle of key system change(s) initiated by You to prevent automated alerts and notifications triggered as a result of such key systems change(s).
 - k. Be responsible for 24 x 7 monitoring of your Oracle product environment.
- ### 2. Assumptions
- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the SSC Services.

- b. The current definition of Oracle's Severity Levels is available in the applicable Oracle Technical Support Policies and/or Oracle Cloud Hosting and Delivery Policies documents, which may be accessed at <http://www.oracle.com/support/policies.html>.
- c. Oracle will determine whether SSC Services are provided by remote delivery resources (not on Your work premises) or by delivery resources on-site at Your work premises.
- d. Any services not expressly identified in this Service Description are out of scope.

Oracle Solution Support Center (“SSC”)

Service Offering	Part #
Oracle Solution Support Center for Software 8X5	B86704
Oracle Solution Support Center for Software 7X24	B86705
Oracle Solution Support Center for Software 8X5: Custom	B86706
Oracle Solution Support Center for Software 7X24: Custom	B86707
Oracle Solution Support Center for Systems 8X5	B86716
Oracle Solution Support Center for Systems 7X24	B86717
Oracle Solution Support Center for Systems 8X5: Custom	B86718
Oracle Solution Support Center for Systems 7X24: Custom	B86719
Oracle Solution Support Center for Systems 8X5 - Reseller	B93106
Oracle Solution Support Center for Systems 7X24 - Reseller	B93104
Oracle Solution Support Center for Systems 8X5: Custom - Reseller	B93107
Oracle Solution Support Center for Systems 7X24: Custom - Reseller	B93105
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Support Delivery Management

A Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following Services:

- a. Prepare and maintain a service delivery plan;
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”);
- c. Document the technical specifications of Your Oracle Product Environment (“Environment and Configuration Guide”);
- d. Prepare and provide quarterly service delivery plan progress reports;
- e. Provide access to a customer-specific web portal;
- f. Assist with conducting an orientation for Your Customer Contacts;
- g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
- h. Assist with conducting quarterly service delivery plan reviews;
- i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request (“SR”) activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
- j. Assist with SR management, prioritization, and escalation;

- k. Assist with communicating the status of Your SR(s) to Your Customer Contact(s), as requested;
- l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
- m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

An Oracle Advanced Support Engineer (“ASE”) will be assigned to You during the hours specified in Your order. A dedicated toll-free telephone number will be assigned to You. You may contact the ASE via this dedicated toll-free telephone number. Your designated ASE will respond to all Severity 1 and mutually agreed upon Severity 2 SRs placed during business hours.

- i. If Your order contains Services to be delivered “8 x 5”, issues that arise during non-business hours will be addressed the next business day.
- ii. If Your order contains Services to be delivered “24 x 7”, issues that arise during non-business hours will be addressed the next business day except for Severity 1 issues, which are immediately forwarded to Your ASE.

The current definition of Oracle’s Severity Levels is available in the applicable Oracle Technical Support Policies which may be accessed at <http://www.oracle.com/support/policies.html>.

a. Critical Service Requests

For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs, collectively (“critical SRs”) and shall provide the following support Services for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis;
- ii. Assist with issue identification and issue reproduction;
- iii. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue;
- iv. Assist with potential workarounds;
- v. Provide guidance to implement the recommendations documented in the SR;
- vi. Assist with testing prior to production implementation of any recommendations;
- vii. Conduct root cause analysis of Severity 1 incidents;
- viii. Extract data from a downed database and attempt a recovery for Oracle databases within the OPE section of the Annual Services Exhibit;
- ix. Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support Services tools for Your Oracle products in the OPE section of the Annual Services Exhibit; and
- x. Notify You of Oracle alerts, releases, firmware updates and patches related to Your Oracle products in the OPE section of the Annual Services Exhibit, including critical patch updates.

b. Critical Reactive Service Requests

If Your order includes products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide as Critical Reactive units as defined in the Annual Services Exhibit, Oracle will assist You with technical issues and shall provide the following Services for the quantity of Critical Reactive units identified in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis;
- ii. Assist with issue identification and issue reproduction;
- iii. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue; and
- iv. Assist with potential workarounds.

3. Standby Coverage

Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by Your primary ASE or designee for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

4. Service Request Prioritization

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 (“SR Response Guidelines”):

- a. 90% of Severity 1 SRs within twenty (20) minutes (available 24x7);
- b. 90% of Severity 2 SRs within two (2) 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.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Solution Support Center services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.
- b. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
- c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- d. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

- e. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment for Oracle applications, for testing patches and troubleshooting issues.
2. Assumptions
- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.

Oracle Solution Support Center Advantage (“SSCA”)

Service Offering	Part #
Oracle Solution Support Center Advantage for Software 8X5	B94162
Oracle Solution Support Center Advantage for Software 7X24	B94164
Oracle Solution Support Center Advantage for Cloud 8X5	B94163
Oracle Solution Support Center Advantage for Cloud 7X24	B94165
Oracle Solution Support Center Advantage for Systems 8X5	B94166
Oracle Solution Support Center Advantage for Systems 7X24	B94167

Description of Services

Oracle Solution Support Center Advantage (“SSCA”) consists of the following services provided by Oracle in accordance with, and for the Oracle enterprise products identified in, the Annual Services Exhibit for Oracle Solution Support Center Advantage (the “SSCA Services”):

1. Support Delivery Management

Oracle will assign a Technical Account Manager (“TAM”) to You, as Your primary contact for the SSCA Services to provide and/or assist with the following activities:

- a. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”).
- b. Conduct a delivery planning session.
- c. Prepare and maintain the service delivery plan.
- d. Provide quarterly service delivery plan progress reports.
- e. Conduct quarterly service delivery plan reviews with You.
- f. Provide access to a customer-specific web portal and manage Your portal content.
- g. Assist with conducting an orientation for Your Customer Contacts.
- h. Up to once per quarter, assist with SR management, prioritization and escalation.

2. Advanced Security Review

Oracle will review Your overall security and compliance objectives, and provide the following guidance based on industry standard practices:

- a. Review security and compliance policy documents provided by You.
- b. Review Critical Patch Update (“CPU”) policies and procedures provided by You.
- c. Work with You to create a security profile document that reflects your overall security and compliance objectives.
- d. Review security vulnerability advisories issued by Oracle for Oracle products and recommend changes.
- e. Identify potential gaps between Your operational security policies and practices and Oracle’s CPUs and Oracle issued security vulnerability advisories.
- f. Discuss with You the results of the gap analysis and propose changes to Your security roadmap.
- g. Once per quarter review Your overall security and compliance objectives.

3. Security Readiness, Advice and Guidance for Enterprise Solutions

If included in Your order, Oracle will assign a Security Account Manager to provide and/or assist with the following activities regarding Your combined use of Oracle products and Oracle services (“Enterprise Solution”):

- a. Develop and maintain a security roadmap that aligns Your security and compliance requirements across Your Oracle Enterprise Solution (the “Security Roadmap”).
- b. Support You during security audits and provide guidance on regulatory compliance and any associated changes to Your security policies and Security Roadmap.
- c. Analyze new Oracle products and/or Oracle services for inclusion in Your Security Roadmap.
- d. Coordinate the delivery of any security and compliance services provided by Advanced Customer Services that You have separately purchased and provide input to align Your specific security configurations with Oracle’s security practices and standards.
- e. Address Your security related questions and requests for assistance and/or information.
- f. Advise You on availability of security related training and coordinate any identified training that may help You with Your adoption of Oracle products and Oracle Services and any related security services.

4. Additional Governance Assistance

If included in Your order, Oracle will provide and/or assist with the following activities:

- a. Provide project management for the services under this Service Description.
- b. Provide additional Service Request (“SR”) management, prioritization, and escalation assistance.
- c. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
- d. 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.
- e. Establish or optimize Your incident management and support processes.

5. Specialized Technical Account Management

If included in Your order, Oracle will assign a Technical Account Manager II to provide and/or assist with one or more of the following specialized activities associated with Your use, deployment, and governance of Your Enterprise Solution in accordance with the Annual Services Exhibit:

- a. Advice and Guidance for Enterprise Solutions

If included in Your order, specific services may include assistance with and/or guidance regarding one or more of the following:

- v. Enterprise Solution deployment
- vi. Business and operational strategy
- vii. Project and program governance

- viii. User adoption planning strategy
- ix. User adoption surveys
- x. Operational and supportability requirements
- xi. Full lifecycle planning and optimization
- xii. Operational practices.

b. Deployment Assistance for Enterprise Solutions

If included in Your order, specific services may include one or more of the following activities related to the deployment of Your Enterprise Solution:

- i. Provide advice and guidance regarding the deployment of industry standards for technology, functionality, and supportability.
- ii. Provide guidance regarding the configuration of Your Enterprise Solution.
- iii. Identify deployment issues, risks and track recommendations.
- iv. Coordinate with Your systems integrator(s) where applicable.
- v. Provide guidance regarding Your adoption of the Enterprise Solution.

c. Governance Assistance

If included in Your order, specific services may include assistance with one or more of the following activities related to governance and strategic planning of Your Enterprise Solution:

- i. Arrange and host private sessions with Oracle leaders and strategists.
- ii. Participate in Your program management office (“PMO”) and steering committees.
- iii. Provide service management and program oversight of all of Your Services provided by Advanced Customer Services (“ACS”).
- iv. Provide advice and guidance regarding Your Enterprise Solution strategic planning and implementation planning.

6. Advanced Technical Support

If included in Your order, Oracle will assign an Advanced Support Engineer to provide and/or assist with one or more of the following activities associated with the installation, setup, configuration, readiness, operational optimization, SR process management, and migration of Your Enterprise Solution in accordance with the Annual Services Exhibit:

a. Advanced Technical Guidance and Readiness

If included in Your order, specific services may include assistance with and/or guidance regarding one or more of the following activities for Your Oracle products:

- i. Installation and configuration
- ii. Patch and update installation
- iii. Technology and software lifecycle
- iv. Product functionality
- v. Research of setup issues and associated recommendations
- vi. Oracle product clustering and Real Application Clusters (“RAC”)
- vii. Database and system partitioning

- viii. Configuration documentation and run books
- b. Advanced Operational and Optimization Assistance

If included in Your order, specific services may include assistance with and/or guidance regarding one or more of the following activities related to operation and optimization of Your Oracle products:

- i. Administration of Oracle Database and/or Oracle Database Cloud Service
- ii. Administration of Oracle operating systems and/or Oracle Cloud Systems
- iii. Administration of Oracle Fusion Middleware and/or Java
- iv. Administration of Oracle Applications Unlimited environments
- v. Application database administration for Your Oracle Products
- vi. Database and storage performance optimization
- vii. Backup and restore operations
- viii. Recommendations for operational practices
- ix. Applications server and middleware performance and load balancing
- x. Operational troubleshooting and root cause analysis
- xi. Change management and patching processes
- xii. Modernization and critical change events
- xiii. Technical assistance for Your helpdesk
- xiv. Operational workarounds
- xv. Oracle database, Java and system scripting
- xvi. Disaster recovery for database, storage and systems
- xvii. System outages related to Oracle products

c. Advanced Support Process Assistance

If included in Your order, specific services may include assistance with one or more of the following activities related to Service Requests (“SR”), SR processing, and Your internal problem and incident management processes:

- i. Construct and document a support plan.
- ii. Conduct SR analysis and assist with addressing SR issues.
- iii. Construct a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
- iv. Assist with SR prioritization and issue management.

d. Advanced Migration Assistance

If included in Your order, specific services may include assistance with one or more of the following activities related to the migration of Your workloads, databases, storage, and systems from Your source environment to Your destination environment:

- i. Conduct a discovery workshop(s) to review Your legacy system configurations, identify Your Oracle applications and third party applications for migration, and review Your storage data transfer requirements and objectives.
- ii. Provide a report summarizing the findings of the discovery workshop(s).
- iii. Prepare a project plan based upon findings of the discovery workshop(s).
- iv. Provide guidance on Solaris virtualization, mapping and consolidation.
- v. Provide data transfer technical advice and tool and methodology recommendations.
- vi. Provide systems migration test plan assistance.
- vii. Provide data transfer test plan assistance.
- viii. Assist with the migration of Your source environment(s) to Your new destination environment(s).
- ix. Assist with the transfer of data from Your legacy storage device(s) to the new Oracle storage device(s).
- x. Assist with systems migration testing and validation.
- xi. Assist with data transfer testing and validation.

7. Specialized Technical Support

If included in Your order, Oracle will assist You with performing specialized activities associated with the installation, setup, configuration, readiness, operational optimization, and architecture of Your Oracle products and the integration of Your Oracle Database with Your third party applications in accordance with the Annual Services Exhibit:

a. Specialized Technical Guidance and Readiness

If included in Your order, specific services may include specialized technical advice and guidance associated with the following:

- i. Your Infrastructure as a Service (“IaaS”) and/or Platform as a Service (“PaaS”) Oracle Cloud environment, Oracle Database and systems architecture and design
- ii. Multi-vendor deployment
- iii. Maximum availability and replication design and configuration
- iv. Proof of concept (“POC”) projects for Oracle Engineered Systems, applications utilizing Oracle Fusion Middleware and/or Java, and/or migration of Oracle Applications Unlimited.
- v. Oracle Business Intelligence technology configuration and optimization
- vi. Oracle Data Warehouse and Online Analytical Processing (“OLAP”) configuration and optimization
- vii. Business integration and Service Orientated Architecture (“SOA”) configuration
- viii. Applications configuration(s), extension(s), modification(s), localization(s), and integration(s) (“CEMLI”) implementation
- ix. Applications and systems partitioning

b. Specialized Operational and Optimization Assistance

If included in Your order, specific services may include specialized operational assistance with, and optimization of, Your complex Oracle environments associated with the following:

- i. Global deployments
- ii. Database and systems capacity analysis and resizing
- iii. Oracle applications capacity analysis and resizing
- iv. Oracle Cloud operation and virtualization
- v. Identity management, security and administration
- vi. Oracle applications performance optimization
- vii. Load testing for Oracle applications and database
- viii. Applications capacity planning and modernizing database and applications utilizing Oracle Cloud Services

c. Specialized Assistance for Third Party Applications Running on Oracle Database

If included in Your order, specific services may include assistance with one or more of the following specialized activities related to operational integration of Your Oracle database with Your third party applications:

- i. Conduct workshops for optimizing Your use of the Oracle database deployed with Your third party applications.
- ii. Provide technical advice and guidance for the Oracle database deployed with Your third party applications.
- iii. Provide performance optimization for the Oracle database deployed with Your third party applications.
- iv. Assist You with planning backup and restore activities for the Oracle database deployed with Your third party applications.
- v. Provide migration advice and guidance for the Oracle database deployed with Your third party applications.

d. Specialized Operational Architecture Assistance for Applications

If included in Your order, specific services may include one or more of the following specialized activities related to application configurations and design standards, interpretation of the standards, and validation of Your architecture against the standards:

- i. Review architecture design documents with You.
- ii. Work with You to define any further details for architecture components as required prior to implementation.
- iii. Respond to Your questions related to application architecture standards on Oracle Cloud Infrastructure (OCI).
- iv. Assist You with sizing and capacity analysis and decisions related to Your selection of architecture components.
- v. Respond to security related questions from Your risk management team.
- vi. Act as the technical authority and escalation point for OCI technical issues and decisions, including deep dives into technical areas to address specific architecture design challenges.

- vii. Act as subject matter expert (SME) for application and Technology Stack architecture standards on OCI.
- viii. Identify potential and emerging technologies to support innovation.
- ix. Recommend new services to complement and enhance OCI designed to streamline and support application development and deployment.
- x. Assist You with planning updates for Your application environments, including defining the deployment of OCI architecture, identifying associated phases of work, helping You understand the technical and cost impact resulting from any changes, and identifying any associated contract changes.
- xi. Create artefacts and documentation to explain architecture design concepts and solutions to all levels of management and stakeholders.
- xii. Review and advise You on the OCI aspects of application architecture, integration architecture, and related security.

Oracle Solution Support Center Intelligent Operations (“SSCIO”)

Service Offering	Part #
Oracle Solution Support Center Intelligent Operations – Customer-owned Tenancy	B92600
Oracle Solution Support Center Intelligent Operations – Oracle-owned Tenancy	B95884
ACS Supplemental Resource for Software Days	B76416

Description of Services

1. Support Delivery Management

A Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the SSCIO Services, during the hours specified in Your order, to provide and/or assist with the following activities:

- a. Conduct a delivery planning session and prepare a service delivery plan.
- b. Maintain the service delivery plan and provide quarterly service delivery plan reviews.
- c. Document and maintain the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, Cloud Management Services alerts, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”).
- d. Provide access to a customer-specific web portal.
- e. Conduct an orientation for Your Customer Contacts.
- f. Document the technical specifications of Your Oracle Product Environment (“OPE”) related to the SSCIO Services (the “Environment and Configuration Guide”).
- g. Review all applicable Oracle Support activity related to the SSCIO Services, including service request (“SR”) activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities.
- h. Assist with SR management, prioritization, and escalation.
- i. Facilitate communications between Oracle and Your Customer Contacts, including communicating the status of Your SR(s) to Your Customer Contact(s), as requested.

2. Assistance on Service Requests

- a. An Oracle Advanced Support Engineer (“ASE”) will be assigned to You during the hours specified in Your order.
 - i. A dedicated toll-free telephone number will be assigned to You.
 - ii. You may contact the ASE via this dedicated toll-free telephone number.
 - iii. The designated ASE will respond to all Severity 1 and mutually agreed upon Severity 2 SRs placed during business hours.
 - iv. Issues that arise during non-business hours will be addressed the next business day, except for Severity 1 issues, which are forwarded to Your ASE for response in accordance with the guidelines defined in section 4.

- v. The current definition of Oracle’s Severity Levels is available in the applicable Oracle Technical Support Policies which may be accessed at <http://www.oracle.com/support/policies.html>.

b. Critical Service Requests

For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs (collectively, “critical SRs”), to provide the following for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis.
- ii. Assist with issue identification and issue reproduction.
- iii. Assist with constructing a reproducible test case required by Oracle Support to address an SR and help determine a workaround for the issue.
- iv. Assist with potential workarounds and recommendations documented in the SR.
- v. Assist with testing of recommended actions prior to deployment in the production environment.
- vi. Conduct root cause analysis of Severity 1 incidents.
- vii. Extract data from a database that is down and attempt a recovery.
- viii. Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support tools.
- ix. Notify You of Oracle alerts, releases, firmware updates and patches, including critical patch updates.

c. Critical Reactive Service Requests

Oracle will assist You with technical issues related to Critical Reactive Units identified in the OPE and provide the following for the quantity of Critical Reactive units identified in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis.
- ii. Assist with issue identification and issue reproduction.
- iii. Assist with constructing a reproducible test case required by Oracle Support to address an SR and help determine a workaround for the issue.
- iv. Assist with potential workarounds.

3. Standby Coverage

Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by Your primary ASE or designee for up to twenty-four (24) consecutive hours in accordance with the OPE section of the Annual Services Exhibit.

4. SR Prioritization

Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Premier Support customers that have not purchased SSCIO and make commercially reasonable efforts to respond to Your SRs per the following guidelines (“SR Response Guidelines”):

- a. 90% of Severity 1 SRs within twenty (20) minutes (available 24x7)
- b. 90% of Severity 2 SRs within two (2) local business hours
- c. 90% of Severity 3 SRs within the next local business day
- d. 90% of Severity 4 SRs within the next local business day

5. Intelligent Operations

Oracle will provide an intelligent operations platform (“Intelligent Operations”) to enable the concurrent use of multiple data sources, data collection methods, analytical (real-time and deep) technologies, and presentation technologies, either on Customer-owned Tenancy or on Oracle-owned Tenancy, as defined in Your order, as follows:

a. Planning and Design

- i. Perform an analysis of the environment to be covered by the Cloud Management Services.
- ii. Provide a questionnaire to identify Your existing assets (i.e., hardware and network infrastructure, databases, middleware, and applications), Cloud Services, and reporting requirements (the “Questionnaire”).
- iii. Work with You to identify KPIs, alerting rules and contacts, and notification mechanisms.
- iv. Install and run configuration information collection tools, if applicable.
- v. Review and analyze the collected configuration information and Your completed Questionnaire.
- vi. Conduct a meeting to review the results of the planning and design activities.
- vii. Prepare a plan that sets forth an installation roadmap (the “Installation Plan”) that will include Agent deployment, Cloud Services configuration, observability and analysis rules for each supported Entity and reporting requirements, as applicable.
- viii. Conduct a meeting to review the Installation Plan.

b. Provisioning, Installation, Configuration and Maintenance

- i. If You have purchased Intelligent Operations on Customer-owned Tenancy, provision Cloud Management Services and set up access, resource, and user management policies.
- ii. Install and configure the Agents on Your Entities.
- iii. Instrument the Entities where Agents have been installed for data collection.
- iv. Run configuration verification tests to confirm deployment of the Agents, as required.
- v. If You have purchased Intelligent Operations on Customer-owned Tenancy, build and deploy one (1) custom Dashboard to the Cloud Management Services observability and analysis console.
- vi. Prepare and provide You with an installation and configuration summary report.
- vii. Review Your on-premises or Cloud environment with You on a quarterly basis.

- viii. Update existing Agents and adjust configuration of existing Entities, as required.
 - ix. If you have purchased Intelligent Operations on Customer-owned Tenancy, modify Dashboards, as required.
 - x. Install and configure Agents on new Entities, subject to a change order and additional fees.
- c. Observability and Management
- i. Collect log data, database data, system performance data, capacity data, and application performance data from the Entities that make up Your application topology (the “Collected Data”).
 - ii. Analyze the Collected Data using Cloud Management Services.
 - iii. Use the Machine Learning capabilities of Cloud Management Services to identify the following:
 - characteristics in the Collected Data that may impact Your Oracle Cloud or on-premises environment;
 - potential database and system performance or capacity bottlenecks;
 - potential application performance bottlenecks.
 - iv. Provide You with recommendations for problem avoidance and long term stability, resolving current database, system, and application performance and/or capacity issues, and planning performance and capacity management.
 - v. Setup alerting and notification based on agreed KPIs identified during the planning and design phase, including Oracle standard KPIs and agreed customer specific KPIs.
 - vi. If you have purchased Intelligent Operations on Customer-owned Tenancy, send alerts to Your designated contacts in accordance with the mutually agreed alert mechanism.
 - vii. If you have purchased Intelligent Operations on Oracle Tenancy, inform You of critical alerts for Your OPE.

6. Reporting

Oracle will provide reports, which may include the following:

- a. A Dashboard or executive summary, as applicable, to summarize the health of the OPE, which may include the following:
 - i. Systems/databases
 - ii. Up/down status of the systems/databases
 - iii. Alerts
 - iv. Warnings
- b. Outage/issue reports.

Oracle will review the following with You via co-browsing using Zoom or other web-based conference system:

- i. Key findings related to the SSCIO Services

- ii. If You have purchased Intelligent Operations on Customer-owned Tenancy, system drill down based on the key findings.
- c. Weekly reports that may include the following from the prior week:
 - i. Total number of issues
 - ii. Number of issues resolved
 - iii. Number of issues avoided
 - iv. Performance highlights/concerns
 - v. Capacity highlights/concerns
- d. Quarterly Reports that may include information regarding the following:
 - i. Performance – historical and comparative analysis
 - ii. Capacity – trending and forecast analysis
 - iii. Operational – asset and configuration analysis

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of SSCIO Services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Restore service, such as reconfiguring, reloading, or restarting application software.
- b. Designate Customer Contacts and identify each of Your Customer Contacts by name, phone number, e-mail address and other appropriate contact methods.
- c. 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 SSCIO Services.
- d. Apply bug fixes, critical patches, and configuration recommendations provided through Oracle Support within a commercially reasonable period of time.
- e. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
- f. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment for Oracle applications, for testing patches and troubleshooting issues.
- g. Prior to the commencement of SSCIO Services, return the completed Questionnaire.
- h. Follow the SR escalation process documented on MOS (i.e., “How To Request Management Attention to a Service Request (SR) with Oracle Support Services” (ID 199389.1)).
- i. Notify Oracle of key system change(s) initiated by You to prevent automated alerts and notifications initiated as a result of faults caused by such key systems change(s).

- j. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the SSCIO Services.
 - k. Prior to the commencement of the SSCIO Services, inform Oracle of any storage, server, system, application, equipment, or environment modifications, that may affect Oracle's performance of the SSCIO Services.
 - l. Be responsible for 24 x 7 monitoring of Your OPE.
2. Assumptions
- a. Only Customer Contacts will communicate with Oracle regarding the delivery of the SSCIO Services.
 - b. All communication (oral, written, and electronic) associated with the delivery of the SSCIO Services is provided in English language.
 - c. Oracle will determine whether SSCIO Services are provided by remote delivery resources (not on Your work premises) or by delivery resources on-site at Your work premises.
 - d. SSCIO Services described above are limited to the following Entities in Your Oracle Cloud environment or in Your on-premises environment:
 - i. Oracle Database;
 - ii. Oracle Real Application Clusters (RAC);
 - iii. Oracle Exadata;
 - iv. Oracle Exadata Cloud Machine;
 - v. Oracle E-Business Suite
 - vi. Oracle PeopleSoft
 - vii. Oracle Siebel
 - viii. Oracle Fusion Middleware
 - ix. Oracle Business Intelligence
 - e. Any services not expressly identified in this Service Description are out of scope.

Oracle Solution Support Center for Platform as a Service ("PaaS") and Infrastructure as a Service ("IaaS")

Service Offering	Part #
Oracle Solution Support Center for PaaS and IaaS: Base Fee	B92566
Oracle Solution Support Center for PaaS and IaaS	B92565
Oracle Solution Support Center for Universal Credits – Base Fee	B92568
Oracle Solution Support Center for Universal Credits	B92567
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

1. Support Delivery Management

A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services. Your TAM shall provide and/or assist with the following Services ("Services"):

- a. Prepare and maintain a Service delivery plan;
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Cloud Services, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
- c. Document the technical specifications of Your Oracle Cloud Services environment ("Environment and Configuration Guide");
- d. Prepare and provide quarterly Service delivery plan progress reports;
- e. Provide access to a customer-specific web portal;
- f. Assist with conducting an orientation for Your Customer Contacts;
- g. Assist with conducting a delivery planning session and maintaining the Service delivery plan;
- h. Assist with conducting quarterly Service delivery plan reviews;
- i. Assist with reviewing all applicable Oracle Cloud Services activity related to the items identified in the Environment and Configuration Guide, including Service Request ("SR") activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
- j. Assist with SR management, prioritization and escalation;
- k. Assist with communicating the status of Your SR(s) to Your Customer Contact(s), as requested;
- l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
- m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

- a. A dedicated toll-free telephone number will be assigned to You. A focused team of Solution Support Center engineers led by a named Oracle Advanced Support Engineer (“ASE”) will be assigned to You. You may contact the ASE via this dedicated toll-free telephone number. The ASE is available during local business hours.
- b. The focused team of Solution Support Center engineers will respond to all Severity 1 and mutually agreed upon Severity 2 SRs, collectively (“critical SRs”).
- c. Severity 2, 3 and 4 issues that arise during non-business hours will be addressed the next business day.
 - i. You may only submit SRs and/or call your ASE with issues related to the Cloud Services which have been documented within Your Environment and Configuration Guide.

3. Critical Service Requests

For the Oracle Cloud Services documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for critical SRs and shall provide the following Services for the quantity defined in the Environment and Configuration Guide:

- a. Conduct SR analysis;
- b. Assist with issue identification and issue reproduction;
- c. Assist with constructing a reproducible test case required by Oracle Cloud Services to address an SR and help determine a workaround for the issue;
- d. Assist with potential workarounds;
- e. Provide guidance to implement the recommendations documented in the SR;
- f. Assist with testing prior to production implementation of any recommendations;
- g. Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Cloud Support Services tools for Your Oracle Cloud Services identified in the Environment and Configuration Guide; and
- h. Notify You of Oracle alerts, releases and patches related the Oracle Cloud Services in the Environment and Configuration Guide, including critical patch updates.

4. Service Request Prioritization

Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Oracle Cloud Services customers. Reasonable efforts will be made to respond to Your SRs per the following guidelines (“SR Response Guidelines”):

- a. 90% of Severity 1 SRs within fifteen (15) minutes (available 24x7);
- b. 90% of Severity 2 SRs within two (2) 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.

5. Supplemental Deliverables

- a. Supplemental Deliverable Entitlement (B90795): Oracle will provide up to two (2) supplemental deliverables per quarter for Part Number B90795: Oracle Solution Support Center for PaaS and IaaS: Base Fee. Supplemental deliverables for part number B90795

do not accumulate year-over-year and any unused supplemental deliverables at the end of a one year period shall be forfeited.

- b. Supplemental Deliverable Entitlement (B90796): Oracle will provide one additional supplemental deliverable per quarter, for each \$120,000 USD (or USD equivalent) in annual net fees due.

For Part Number B90796: Oracle Solution Support Center for PaaS and IaaS. Supplemental deliverables for Part Number B90796 do not accumulate quarter-over-quarter and any unused supplemental deliverables at the end of a quarter shall be forfeited.

- c. Requesting Supplemental Deliverables

During the Services term, you may request, and Oracle will provide any of the following supplemental deliverables subject to the supplemental deliverable entitlements specified in this section:

- i. Workload Migration Blueprints: Oracle will review Your cloud workload migration blueprint against Your documented critical success factors and validate Your Oracle Cloud Services environment, including Your network access and security protocols, are provisioned to Your requirements.
- ii. High Availability and/or Disaster Recovery Plan: Oracle will review Your high availability and/or disaster recovery plan in an effort to mitigate single point(s) of failure and assess whether appropriate load balancing and/or resilience techniques are implemented to meet recovery time objectives (“RTO”) and/or recovery point objectives (“RPO”).
- iii. Security Assessment: Oracle will review Your Oracle Cloud Services security policies for vulnerabilities. Oracle will provide a report describing the analysis and recommendations.
- iv. DevOps Assessment: Oracle will review Your DevOps strategy to identify changes that may improve provisioning or operations. Oracle will provide a report describing the analysis and recommendations.
- v. Configuration Assessment: Oracle will review an individual Oracle Cloud Services deployment in four key areas: Security, Availability, Faults, Performance and Optimizing Costs. Oracle will provide a report describing the analysis and recommendations.
- vi. Network Assessment: Oracle will review Your Oracle Cloud Services network plans for points of vulnerability and risk and provide recommendations. Oracle will provide a report describing the analysis and recommendations.
- vii. Third Party Interoperability: Oracle will assist You with questions related to interoperability of the Oracle Cloud Services with certified third party products. Oracle will provide a report describing the analysis and recommendations.
- viii. Planned or Deployed Workload Architecture: Oracle will review Your Oracle Cloud Services architecture choices including compute, storage, and performance and scaling (shapes). Oracle will provide a report describing the analysis and recommendations.
- ix. Standby Coverage. Upon Your request to Your TAM, Oracle will provide technical standby coverage for up to the number of non-Severity 1 issues (e.g., software upgrades, patch set applications, data purges) designated in the

Environment and Configuration Guide. The standby coverage will be provided by Your primary ASE or designee for up to twenty-four (24) consecutive hours.

6. Reporting

- a. Oracle will provide quarterly reports and conduct programmatic reviews.

7. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely up to the number of days¹ per resource role set forth in Your order (“Supplemental Resources”) to assist with one or more of the following activities in furtherance of the services provided under Your order for *Oracle Solution Support Center for PaaS and IaaS*:

- a. Assist with SRs not defined as critical SRs that are related to the following:
 - i. Root cause analysis
 - ii. Issue identification and issue reproduction
 - iii. Constructing a reproducible test case
 - iv. Potential workarounds
 - v. Guidance to implement recommendations documented in the SR
- b. Lead, participate in, or facilitate meetings with You
- c. Local language support

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. If applicable, maintain the properly configured software and operating system platform to support the Services.
- b. If applicable, obtain and maintain for the duration of the Services ,under separate contract, licenses and annual technical support for any necessary Oracle software and hardware programs.
- c. Designate and identify by name, phone number, e-mail address and other appropriate contact methods, each of Your Customer Contacts.
- d. Apply bug fixes, critical patches and configuration recommendations provided as part of the Oracle Cloud Services within a commercially reasonable period of time.
- e. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
- f. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment, for testing patches and troubleshooting issues.
- 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 under this Service Description.
- h. Limit Oracle’s access to the Oracle Cloud Services to the extent necessary for Oracle to perform the Services under this Service Description.

- i. Prior to commencement of the Services under this Service Description, inform Oracle of any storage, compute, CPU, application, or environment modifications that may affect Oracle's performance of the Services under this Service Description.
2. Assumptions
- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.
 - b. The current definition of Oracle's Severity Levels is available in the applicable Oracle Cloud Hosting and Delivery Policies which may be accessed at <http://www.oracle.com/support/policies.html>.
 - c. 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.
 - d. Any other services not expressly identified herein are out of scope.

Oracle Solution Support Center for Software as a Service ("SaaS")

Service Offering	Part #
Oracle Solution Support Center for SaaS: Base Fee	B92564
Oracle Solution Support Center for SaaS	B92563
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

1. Support Delivery Management

A Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services. The TAM will be available during local business hours and shall provide and/or assist with the following services (the "Services"):

- a. Prepare and maintain a service delivery plan;
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Software as a Service (SaaS) and management escalation team ("Customer Contacts"), and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
- c. Document the technical specifications of Your Oracle SaaS environment ("Environment and Configuration Guide");
- d. Prepare and provide quarterly Service delivery plan progress reports;
- e. Provide access to a customer-specific web portal;
- f. Assist with conducting an orientation for Your Customer Contacts;
- g. Assist with conducting a delivery planning session and maintaining the Service delivery plan;
- h. Assist with conducting quarterly Service delivery plan reviews;
- i. Assist with reviewing all applicable Oracle SaaS activity related to the items identified in the Environment and Configuration Guide, including Service Request ("SR") activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
- j. Assist with SR management, prioritization and escalation;
- k. Assist with communicating the status of Your SR(s) to Your Customer Contact(s), as requested;
- l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
- m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

- a. A dedicated toll-free telephone number will be assigned to You. A focused team of Solution Support Center engineers led by a named Oracle Advanced Support Engineer ("ASE") will be assigned to You. You may contact the ASE via this dedicated toll-free telephone number. The ASE is available during local business hours.

- b. The focused team of Solution Support Center engineers will respond to all Severity 1 and mutually agreed upon Severity 2 SRs (collectively, “Critical SRs”).
- c. Severity 2, 3 and 4 issues that arise during non-business hours will be addressed the next business day.
- d. You may only submit SRs and/or call your ASE with issues related to the Oracle SaaS Services which have been documented within Your Environment and Configuration Guide.

3. Critical Service Requests

For the Oracle SaaS Services documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Critical SRs and shall provide the following Services for the quantity identified in the Environment and Configuration Guide.

- a. Conduct SR analysis;
- b. Assist with issue identification and issue reproduction;
- c. Assist with constructing a reproducible test case required by Oracle SaaS Services to address an SR and help determine a workaround for the issue;
- d. Assist with potential workarounds;
- e. Provide guidance to implement the recommendations documented in the SR;
- f. Assist with testing prior to production implementation of any recommendations;
- g. Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle SaaS Support Services tools for Your Oracle SaaS Services identified in the Environment and Configuration Guide; and
- h. Notify You of Oracle alerts, releases, and patches related to Your Oracle SaaS Services in the Environment and Configuration Guide, including critical patch updates.

4. Service Request Prioritization

Oracle will prioritize Your SRs above SRs of the same severity level submitted by other Oracle SaaS Services customers. Reasonable efforts will be made to respond to Your SRs per the following guidelines (“SR Response Guidelines”):

- a. 90% of Severity 1 SRs within fifteen (15) minutes (available 24x7);
- b. 90% of Severity 2 SRs within two (2) local business hours;
- c. 90% of Severity 3 SRs within three (3) local business hours; and
- d. 90% of Severity 4 SRs within eight (8) local business hours.

5. Supplemental Deliverables

- a. Supplemental Deliverable Entitlement (B90813): Oracle will provide up to one (1) supplemental deliverable per quarter for Part Number B90813: Oracle Solution Support Center for SaaS: Base Fee. For clarification, a quarter shall be the three month period beginning on the effective date of the Oracle Solution Support Center for SaaS services and every three month period thereafter. Supplemental deliverables for part number B90813 expire at the end of each quarter of service and any unused supplemental deliverables remaining at the end of such quarter shall be forfeited.
- b. Supplemental Deliverable Entitlement (B90626): Oracle will provide one (1) additional supplemental deliverable per quarter, for each \$120,000 USD (or USD equivalent) in

annual net fees due for Part Number B90626: Oracle Solution Support Center for SaaS. For clarification, a quarter shall be the three month period beginning on the effective date of the Oracle Solution Support Center for SaaS services and every three month period thereafter. Supplemental deliverables for Part Number B90626 expire at the end of each quarter of service and any unused supplemental deliverables remaining at the end of such quarter shall be forfeited.

- c. Requesting Supplemental Deliverables: During the Services term, you may request, and Oracle will provide any of the following supplemental deliverables subject to the supplemental deliverable entitlement specified in this Section:
- i. SaaS to PaaS/IaaS Configuration Assessment: Oracle will review an individual Oracle SaaS deployment in five key areas: security, availability, faults, performance and optimizing costs for up to two (2) interfaces You have built between the Oracle SaaS documented in Your Environment and Configuration Guide and Oracle Platform as a Service (“PaaS”) or Oracle Infrastructure as a Service (“IaaS”). Oracle will provide a report describing the analysis and recommendations.
 - ii. Fusion SaaS Fast Formula Assessment: Oracle will review up to ten (10) Fusion Fast Formulas You have deployed or plan to deploy for Oracle Fusion Cloud in three key areas: security, availability and performance. Oracle will provide a report describing the analysis and recommendations.
 - iii. Critical Process Monitoring Assessment: Oracle will review your methodology for monitoring your critical business processes to identify changes that may improve effectiveness. Oracle will provide a report describing the analysis and recommendations.
 - iv. Business Process Optimization Assessment: Oracle will review a business process and identify new functionality that may improve effective use of the Oracle SaaS Services documented in Your Environment and Configuration Guide. Oracle will provide a report describing the analysis and recommendations.
 - v. Integration Planning Assessment: Oracle will review your plan for new integrations with other Oracle Cloud Services or Third Party Software including connectivity, API planned usage and performance. Oracle will provide a report describing the analysis and recommendations.
 - vi. Interoperability Assessment: Oracle will review interoperability of up to two (2) Oracle SaaS Services documented in Your Environment and Configuration Guide with Your on-premise products, other Oracle Cloud Services, or Third Party SaaS products. Oracle will provide a report describing the analysis and recommendations.
 - vii. RightNow PCI Cloud/US Government Cloud Customization and Configuration Annual Assessment: Oracle will review Your new or modified customizations and configurations for compliance with applicable RightNow PCI Cloud or US Government Cloud platform requirements. Your TAM will provide You a report detailing the findings. Once You have remediated any non-compliant customizations or configurations, Your TAM will provide an updated report.
 - viii. DevOps Assessment: Oracle will review Your DevOps strategy to identify changes that may improve provisioning or operations. Oracle will provide a report describing the analysis and recommendations.

- ix. Standby Coverage. Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purges) designated in the Environment and Configuration Guide. The standby coverage will be provided by Your primary ASE or designee for up to twenty-four (24) consecutive hours.

6. Reporting

- a. Oracle will provide quarterly reports and conduct programmatic reviews.

7. Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, up to the number of days¹ per resource role set forth in Your order (“Supplemental Resources”).

These Supplemental Resources may assist with one or more of the following activities in furtherance of the services provided under Your order for Oracle Solution Support Center for SaaS:

- a. Assist with SRs not defined as critical SRs that are related to the following:
 - i. Root cause analysis
 - ii. Issue identification and issue reproduction
 - iii. Constructing a reproducible test case
 - iv. Potential workarounds
 - v. Guidance to implement recommendations documented in the SR
- b. Lead, participate in, or facilitate meetings with You
- c. Local language support

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Designate and identify by name, phone number, e-mail address and other appropriate contact methods, each of Your Customer Contacts.
- b. Apply configuration recommendations provided as part of the Oracle SaaS Services within a commercially reasonable period of time.
- c. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
- d. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment, for testing patches and troubleshooting issues.
- e. 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 under this Service Description.
- f. Limit Oracle’s access to the Oracle SaaS Services to the extent necessary for Oracle to perform the Services under this Service Description.

- g. Prior to commencement of the Services under this Service Description, inform Oracle of any application or environment modifications that may affect Oracle's performance of the Services under this Service Description.
 - h. Purchase and maintain Oracle Solution Support Center for SaaS for all Oracle SaaS Services and quantities identified in Your order for which Oracle Solution Support Center for SaaS is available.
2. Assumptions
- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables.
 - b. The current definition of Oracle's Severity Levels is available in the applicable Oracle Cloud Hosting and Delivery Policies which may be accessed at <http://www.oracle.com/support/policies.html>.
 - c. 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.
 - d. Any other services not expressly identified herein are out of scope.

Fixed Scope Service Descriptions

The Fixed Scope Services you have ordered for your Oracle Product Environment (if applicable), will be identified in Your order and related Fixed Scope Services Exhibit.

Oracle Advanced Support Knowledge Workshop

Service Offering	Part #
Oracle Advanced Support Knowledge Workshop	B68098
Oracle Advanced Support Knowledge Workshop for Systems	B72740
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will provide You with one (1) Oracle Advanced Support Knowledge Workshop (the “Workshop”) by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to discuss and determine the following:
 - i. Review Your knowledge development goals and objectives;
 - ii. Identify any existing applicable content from the Workshop repository;
 - iii. Provide recommendations regarding content for the Workshop and discuss any requests, by You, to modify the Workshop content; and
 - iv. Determine the location, audience (i.e., database administrators, developers, IT operations staff, etc.) and dates for each Workshop.
 - b. Provide one (1) Workshop presentation, for up to four (4) hours, not to exceed thirty (30) attendees;
 - c. Provide up to sixteen (16) person hours of post presentation guidance, for up to four (4) attendees of the Workshop presentation; and
 - d. Conduct a final meeting to review the Oracle Advanced Support Knowledge Workshop Services.

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 Advanced Support Knowledge Workshop services, up to the maximum number of days¹ per resource role as set forth in Your order.

Assumptions

1. Modifications to the Workshop content are subject to Oracle’s change control process.
2. A “person hour” is defined as one (1) person working up to sixty (60) minutes.
3. In the event the post presentation guidance is provided on-site, such guidance will be provided in two (2) eight (8) hour increments; otherwise, guidance provided remotely will be performed in a minimum of two (2) hour increments.

Oracle Backup and Recovery Review

Service Offering	Part #
Oracle Backup and Recovery Review	B82498
Oracle Backup and Recovery Review for Systems	B92019

Description of Services

Oracle will review Your backup and restore plan for a single Oracle database instance* or a single Oracle application instance** by performing the following Services:

1. Conduct a preliminary meeting and orientation;
2. Gather information from You regarding Your backup procedures and Your objectives for restoration timeline and completeness of restored data;
3. Review the following areas which may affect Your backup and restoration plan: hardware configuration, software configuration, and operational procedures;
4. Compare Your current backup plan to Your objectives for restoration timeline and completeness of restored data, and identify areas where Your backup and restore plan is insufficient to meet Your objectives;
5. Provide a report describing the deficiencies in Your backup and restore plan and provide recommendations for improvement; and
6. Conduct a final meeting to review the report and recommendations.

*With respect to Oracle's core technology programs, a "database instance" means a single set of data files and a single Oracle database environment that accesses that set of data files.

**With respect to Oracle's applications programs, an "application instance" means a single set of memory structures, a single Oracle application suite, and a single set of processes that collectively access a single Oracle database instance.

Oracle Capacity Planning Review and Recommendations

Service Offering	Part #
Oracle Capacity Planning Review and Recommendations	B72670
Oracle Capacity Planning Review and Recommendations for Systems	B72672
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will review the configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to analyze Your current capacity and consumption rates by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to:
 - i. Identify data collection time period(s);
 - ii. Advise on data collection techniques; and
 - iii. Provide a configuration questionnaire to be completed by You.
 - b. Perform analysis of Your collected data and questionnaire;
 - c. Provide a report identifying current capacity, modeling projected consumption trends and capacity planning recommendations; and
 - d. Conduct a final meeting to review the report and recommendations.

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 Capacity Planning Review and Recommendations services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Collect and provide necessary consumption data.
 - b. Promptly return the completed configuration questionnaire described within this Oracle Capacity Planning Review and Recommendations Service.
2. Assumptions
 - a. In the event You choose not to collect Your own data, Oracle will collect the data on Your behalf pursuant to Oracle's change control process.

Oracle Configuration Review and Recommendations

Service Offering	Part #
Oracle Configuration Review & Recommendations	B65855
Oracle Configuration Review & Recommendations for Systems	B65860
Oracle Configuration Review & Recommendations for Cloud	B108122
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

1. Oracle will review the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to identify issues that may impact system reliability, availability, and supportability by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Install configuration data-collector tools;
 - c. Collect current data regarding configuration, version and patching;
 - d. Perform analysis of the collected data;
 - e. Provide a report describing the analysis and recommendations; and
 - f. Conduct a final meeting to review the report and recommendations.

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 Configuration Review and Recommendations services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Database Upgrade Service

Service Offering	Part #
Oracle Database Upgrade Service	N/A

Description of Services

Oracle will upgrade Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit to the most current, generally available Oracle Database by performing the following (the “DB Upgrade Services”):

1. Upgrade Planning
 - a. Conduct a preliminary meeting and orientation to review the DB Upgrade Services and Your business and technical requirements;
 - b. Provide an upgrade planning review questionnaire (the “Questionnaire”) to be completed by You;
 - c. Collect Oracle Database environment data to include server and database configuration data and patching history;
 - d. Conduct a readiness planning workshop to review options for upgrading and select the upgrade approach;
 - e. Review and analyze Your upgrade planning information (i.e., configuration, and patching technical design specifications and upgrade plan, if available), and Your completed Questionnaire;
 - f. Provide an upgrade planning report which identifies upgrade test plans (i.e., functional, performance, unit) and issues, details the various upgrade options, and provides upgrade and downgrade recommendations; and
 - g. Conduct a meeting to review the report.

2. Impact Analysis

Oracle will provide a review and analysis of potential effects of an upgrade on Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following:

- a. Collect current data regarding Your production environment, including database performance and configuration data;
- b. Collect target environment data, including server and target database configuration and patching data;
- c. Review configuration data, patch data, including evaluation and identification of additional critical patches and critical patch updates (“CPU”);
- d. Identify potential issues, evaluate and determine any required changes to Your upgrade plan to address those issues;
- e. Prepare a report identifying issues that may impact the upgrade and provide upgrade recommendations; and
- f. Conduct a meeting to review the report.

3. Test Upgrade Deployment

Oracle will conduct an upgrade in a test Oracle Database environment which mirrors Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following:

- a. Capture Structured Query Language (“SQL”) execution plans and statistics from Your current production database;
- b. Upgrade Your test Oracle Database to the most current, generally available Oracle Database release;
- c. Assist You to conduct post upgrade testing utilizing Your test Oracle Database instance and plans;
- d. Conduct performance tuning on Your test Oracle Database instance;
- e. Provide a report of issues identified during the upgrade, if any, and provide recommendations to address such issues; and
- f. Conduct a meeting to review the report.

4. Production Upgrade Deployment

Oracle will deploy an upgrade of Your existing Oracle Database environment set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following:

- a. Upgrade Your existing production Oracle Database to the most current, generally available Oracle Database release;
- b. Test and tune Your existing production Oracle Database using test plans provided by You;
- c. Provide a report of issues identified during the upgrade, if any, and provide recommendations to address such issues; and
- d. Conduct a final meeting to review the report.

5. Go-Live Assistance

- a. Provide the following in support of Your Go-Live (“Go-Live Assistance”):
 - i. One (1) week prior to Go-Live, establish a Go-Live Assistance plan.
 - ii. Provide up to three (3) continuous eight (8) hour days of assistance consisting of two (2) days prior to Go-Live and one (1) day post Go-Live.
 - iii. Document progress and status during Go-Live Assistance.
 - iv. Conduct a final meeting to review the final status of Go-Live.

6. RAC Cluster Option

- a. If included in Your order, Oracle will provide DB Upgrade Services for databases supporting Oracle Real Application Clusters (“RAC”), each with up to four (4) nodes, for one (1) non-production RAC cluster and one (1) production RAC cluster, including Oracle Grid Infrastructure (“GI”), in accordance with the Service Maximums:
 - i. Collect and review relevant Oracle GI patching data for the target release.
 - ii. Run the RAC upgrade readiness assessment tool.
 - iii. Run the cluster verification readiness assessment utility.

- iv. Upgrade Your existing Oracle GI Source Environments to the most current, generally available Oracle GI release.
 - v. Apply required Oracle GI patches following the Oracle GI upgrade.
7. Multitenant Configuration Option
- a. If included in Your order, Oracle will configure up to ten (10) pluggable databases (“PDBs”) for in place consolidation in accordance with the Service Maximums:
 - i. Work with You to identify the Oracle Databases to be converted to PDBs.
 - ii. Work with You to define a plan detailing the structure of the CDBs and PDBs.
 - iii. Upon completion of the DB Upgrade:
 - iv. Create the CDBs.
 - v. Create the PDBs using metadata from the appropriate source databases.
 - vi. Plug the newly created PDBs into the CDB.
 - vii. Execute scripts to remove unnecessary metadata from the multitenant environment.
8. SQL Regression Assessment with RAT Option
- a. If included in Your order, Oracle will provide a SQL regression assessment using Oracle Real Application Testing (“RAT”) for one (1) of Your production Oracle Databases:
 - i. Work with You to identify the SQL statements that require assessment.
 - ii. Reset Automatic Workload Repository (AWR) retention in the production database, as required.
 - iii. Capture SQL tuning sets (“STS”) in the production database.
 - iv. Export STS from the source production database.
 - v. Import STS to the upgraded non-production database.
 - vi. Execute SQL performance analyzer to measure the impact of the system change on the performance of the identified SQL statements.
 - vii. Produce and analyze SQL compare reports.
 - viii. Provide a report documenting recommendations for the top ten (10) SQL statements impacted by the system change.
 - ix. Review the report and recommendations with You.
9. Additional Oracle Homes Option
- a. You may purchase DB Upgrade Services for one (1) additional Oracle Home.
10. Additional Oracle Database Option
- a. You may purchase DB Upgrade Services for one (1) additional Oracle Database.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

a. Upgrade Planning

- i. Promptly return the completed Questionnaire.
 - ii. Acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services.
 - iii. Assist in collecting Oracle Database environment data, including server and database configuration data, and patching history.
 - iv. Provide an outline of Your existing infrastructure; and/or provide access to Your current production Oracle Database environment for Oracle Configuration Manager to collect data.
 - v. Provide existing internal test plans (i.e., functional, performance, unit).
 - vi. Provide copies of Your existing upgrade planning information (i.e., configuration, and patching technical design documents, and upgrade plan, if available).
 - b. Impact Analysis
 - i. Provide access to a test Oracle Database environment that is configured identically to Your current production Oracle Database environment.
 - ii. Provide access and logistics to Your production Oracle Database system(s) as required.
 - c. Test Upgrade Deployment
 - i. Provide access and logistics to production Oracle Database system(s) as required.
 - ii. Provide access to a test environment that is configured identically to Your current production Oracle Database environment.
 - iii. Build a test Oracle Database by copying Your current production Oracle Database.
 - iv. Backup the pre-upgrade test Oracle Database.
 - v. Provide existing internal technical and functional test plans.
 - vi. Test the new Oracle Database release according to Your test plans
 - vii. Backup the upgraded test Oracle Database.
 - d. Production Upgrade Deployment
 - i. Backup Your production Oracle Database before and after the upgrade;
 - ii. Provide existing internal technical and functional test plans.
 - iii. Assist Oracle to conduct post upgrade testing utilizing Your test plans.
 - iv. Prepare and release the production Oracle Database to Your users.
 - e. Go-Live Assistance
 - i. Work with Oracle to create the Go-Live Assistance plan.
 - ii. Participate in a final meeting to review the final status of Go-Live.
2. Assumptions
 - a. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.

- b. An Oracle Technical Account Manager (“TAM”) will be assigned to You as Your primary contact for the Services.
- c. All communication (oral, written, and electronic) associated with the delivery of the Service is only provided in English.
- d. The DB Upgrade Services are available for Oracle Database source versions that support a direct path upgrade to the current generally available Oracle Database release. For Oracle 19c (current long-term support release), the following Oracle Database source versions support a direct patch upgrade to Oracle Database 19c:
 - i. Oracle Database 11.2.0.4
 - ii. Oracle Database 12.1.0.2
 - iii. Oracle Database 12.2.0.1
 - iv. Oracle Database 18.1
- e. Oracle will provide the DB Upgrade Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
- f. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the DB Upgrade Services.
- g. Out of Scope

The following activities are not within the scope of DB Upgrade Services:

- i. Review and analysis of any third party products included as part of Your upgrade.
- ii. Operating System configuration.
- iii. Gap analysis and/or analysis of new and changed features made available because of the upgrade.
- iv. Installation and/or Implementation of new features made available because of this upgrade.
- v. Review and analysis of change(s), enhancement(s), modification(s), localization(s), and integration(s) (“CEMLI”).
- vi. Any services not specifically identified within this Service Description.

Oracle Go-Live Support

Service Offering	Part #
Oracle Go-Live Support	B68097
Oracle Go-Live Support for Systems	B72741
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will assess Your readiness to commence production operations (i.e., to process live data, “Go-Live”) of all of Your licensed Oracle products associated with Your deployment or implementation (“Deployment Environment”) and provide additional assistance by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Oracle will assess Your readiness for the Go-Live by performing the following Services:
 - i. Review Your plans and associated schedule for Go-Live, including Your plan for returning to the pre-Go-Live configuration for the Deployment Environment in the event the Go-Live schedule is not met;
 - ii. Conduct an operational readiness review of Your planned production processes;
 - iii. Conduct an impact review to assess the potential business impact associated with the Go-Live; and
 - iv. Develop a final report of recommendations associated with Go-Live preparation and review those recommendations with You.
 - c. One (1) week before Go-Live, establish a Go-Live assistance plan for three (3) continuous days, including two (2) days prior to Go-Live and one (1) day after Go-Live;
 - d. Provide up to three (3) continuous eight (8) hour days of assistance for Go-Live including documenting progress and status of that assistance; and
 - e. Conduct a final meeting to review the final status of Go-Live.

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 Go-Live Support services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle High Availability Review and Recommendations

Service Offering	Part #
Oracle High Availability Review and Recommendations	B72671
Oracle High Availability Review and Recommendations for Systems	B72673
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will review the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit to analyze availability and failover functionality by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to:
 - i. Identify availability requirements of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit; and
 - ii. Provide a configuration questionnaire (“Questionnaire”) to be completed by You.
 - b. Perform analysis of the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit;
 - c. Provide a report identifying potential issues and recommendations for remediation, if applicable; and
 - d. Conduct a final meeting to review the report and recommendations.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Oracle High Availability Review and Recommendations, up to the maximum number of days¹ per resource role as set forth in Your order

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

 - a. Promptly return the completed Questionnaire.
 - b. Acknowledge that Your prompt return of the completed Questionnaire is a prerequisite to Oracle’s delivery of the Services.
2. Assumptions
 - a. Any delays in the prompt return of the Questionnaire may delay the performance of the Services.

Oracle Load Testing and Analysis Service

Service Offering	Part #
Oracle Load Testing and Analysis Service - Local/Remote Delivery	B75918
Oracle Load Testing and Analysis Service - Local Delivery	B77667

Description of Services

Oracle will test the performance impact of one (1) planned modification (e.g., upgrade, patch, operating system change, etc.) (the “Modification”) on Your current Oracle production database (“Source Environment”) using a test environment which is configured identically as the Source Environment (“Destination Environment”) (collectively the “Service”).

1. Oracle will perform the following tasks as part of the Service:
 - a. Conduct a preliminary meeting and orientation;
 - b. Provide the Service questionnaire (the “Questionnaire”) to be completed by You;
 - c. Provide access to the Central Portal (defined below) to access reports and recommendations as part of the Service;
 - d. In Your Source Environment, collect data regarding configuration and database performance for up to seven (7) days; (“Source Environment Data Analysis”);
 - e. Create a project plan and estimated project schedule based upon Your answers to the Questionnaire and Source Environment Data Analysis;
 - f. Review the project plan with You;
 - g. Confirm that the Destination Environment is ready for testing;
 - h. Perform the following testing on the Destination Environment to analyze the impact of the Modification on the Structured Query Language (“SQL”) queries:
 - i. Capture the SQL queries from Your Source Environment for up to twenty-four (24) hours;
 - ii. Copy the captured SQL queries from the Source Environment to the Destination Environment;
 - iii. Conduct two (2) tests of the SQL queries in the Destination Environment: (1) prior to implementing the Modification (“SQL Baseline”); and (2) after introducing the Modification (“SQL Results ”); and
 - iv. Provide a report that contains the analysis and recommendations based upon the results of the SQL tests (“SQL Test Analysis Report”), which will be made available to You through the Central Portal.
 - i. Perform the following testing on the Destination Environment to analyze the impact of the Modification on the Workload (defined below):
 - i. Capture the database transaction execution timing, concurrent computations and transaction sequences (“Workload”) in Your Source Environment for up to eight (8) hours;
 - ii. Copy the captured Workload from the Source Environment to the Destination Environment;

- iii. Conduct two (2) tests of the Workload in the Destination Environment: (1) prior to implementing the Modification (“Workload Baseline”); and (2) after introducing the Modification (“Workload Results”); and
 - iv. Provide a report that contains the analysis and recommendations based upon the results of the Workload tests (“Workload Test Analysis Report”), which will be made available to You through the Central Portal.
- j. Conduct a closing meeting to review and discuss the contents of the SQL Test Analysis Report and the Workload Test Analysis Report.

Oracle Advanced Support Portal

The Oracle Advanced Support Portal (“Central Portal”) is a Web-based interface hosted by Oracle in an Oracle datacenter. It is used for configuring and maintaining the Configuration Management Database (“CMDB”), managing monitoring events, handling change requests and documenting Your requests. It is accessible by You and authorized Oracle Support engineers.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Complete the Questionnaire and identify the Modification to be tested within five (5) business days after the preliminary meeting.
- b. Provide a Destination Environment that is compatible with the Source Environment for performing the testing.
- c. Set up the Destination Environment for the Service described in this Description of Services.
- d. Replicate the Source Environment data into the Destination Environment in accordance with the project plan.
- e. Prior to the commencement of the Service, install patches as required by Oracle on both Your Source Environment and Destination Environment. The patches required for Your Source Environment and Destination Environment can be found at <https://support.oracle.com>, doc. ID 560977.1.

2. Assumptions

- a. An Oracle Technical Account Manager (“TAM”) will be assigned to You as Your primary contact.
- b. All communication (oral, written, and electronic) associated with the delivery of the Services are only provided in English.
- c. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
- d. The Service reports, findings and recommendations are available to You through the Central Portal.
- e. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.

Oracle Modernization and Upgrade Roadmap

Service Offering	Part #
Oracle Modernization and Upgrade Roadmap	N/A

Description of Services

1. Oracle will conduct a modernization review and provide an upgrade roadmap for adopting new technologies and features for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to review the Services, and discuss Your business and technical requirements and planned architecture destination;
 - b. Provide access to the Customer Portal (defined below) to access reports as part of the Service;
 - c. Provide a modernization and upgrade roadmap review questionnaire (the “Questionnaire”) to be completed by You;
 - d. Review and analyze Your existing infrastructure, and planned infrastructure, if one exists (i.e., technical design specifications and OPE design architecture), and Your completed Questionnaire;
 - e. Provide a report identifying upgrade options and an upgrade roadmap; and
 - f. Conduct a final meeting to review the report.

Oracle Advanced Support Gateway Portal

The Oracle Advanced Support Gateway Portal (“Customer Portal”) is a Web-based interface hosted on the OASG behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the OASG.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

 - a. Promptly return the completed Questionnaire.
 - b. Acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle’s performance of the Services.
 - c. Provide copies of Your existing infrastructure (i.e., existing outline/blueprint, if one exists, technical design documents and OPE design architecture) for to the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.
 - d. Provide copies of Your planned infrastructure, (i.e., existing outline/blueprint, if one exists, technical design documents and OPE design architecture, if one exists).
 - e. Provide copies of Your existing upgrade planning information (i.e., OPE design architecture and upgrade plan) for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.
2. Assumptions

- a. Any delays in the prompt return of the Questionnaire may delay the performance of the Services.
- b. An Oracle Technical Account Manager (“TAM”) will be assigned to You as Your primary contact for the Services.
- c. All communication (oral, written, and electronic) associated with the delivery of the Service is only provided in English.

Oracle Patch Review and Installation

Service Offering	Part #
Oracle Patch Review and Installation	B68095
Oracle Patch Review and Installation for Systems	B68099
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will review and analyze Your current patching configuration for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Install patch history and configuration data-collector tools;
 - c. Provide and review patching recommendations based on data-collector tool results;
 - d. Evaluate the recommended patches approved by You and identify the required merge patches to be installed;
 - e. Assemble approved patches and merge patches into a patch bundle (“Patch Bundle”);
 - f. Perform one (1) of the following patching options:
 - i. Install the Patch Bundle on one (1) system that is substantially similar to the production OPE;
 - ii. Assist You with the installation of the Patch Bundle on one (1) test system that is substantially similar to the production OPE; or
 - iii. Install, at Your direction, the Patch Bundle on one (1) production OPE during a patching window.
 - g. Conduct a final meeting to review the Oracle Patch Review and Installation Services.

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 Patch Review and Installation services, up to the maximum number of days¹ per resource role as set forth in Your order.

Assumptions

1. In the event that You request the patching option described in subsection 1.f.ii., Oracle’s assistance will be deemed completed upon installation of the Patch Bundle.
2. In the event that You request the patching option described in subsection 1.f.iii., You will be responsible for all testing, all of Your software change control processes, and all rollback plans.

Oracle Performance Review and Recommendations

Service Offering	Part #
Oracle Performance Review & Recommendations	B65856
Oracle Performance Review & Recommendations Connected	B86728
Oracle Performance Review & Recommendations for Systems	B65861
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will review the current configuration of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit 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.

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 and Recommendations services, up to the maximum number of days¹ per resource role as set forth Your order.

Oracle Premier Support Qualification

Service Offering	Part #
Premier Support Qualification Service, Racks	B62596
Premier Support Qualification Service, Servers - Group I	B62536
Premier Support Qualification Service, Servers - Group II	B62578
Premier Support Qualification Service, Servers - Group III	B62579
Premier Support Qualification Service, Servers - Group IV	B62580
Premier Support Qualification Service, Servers - Group V	B62581
Premier Support Qualification Service, Servers - Group VI	B62582
Premier Support Qualification Service, Storage Disk - Group I	B62583
Premier Support Qualification Service, Storage Disk - Group II	B62584
Premier Support Qualification Service, Storage Disk - Group III	B62585
Premier Support Qualification Service, Storage Disk - Group IV	B62586
Premier Support Qualification Service, Storage Tape - Group I	B62587
Premier Support Qualification Service, Storage Tape - Group II	B62588
Premier Support Qualification Service, Storage Tape - Group III	B62589
Premier Support Qualification Service, Storage Tape - Group IV	B62590
Premier Support Qualification Service, Storage Tape - Group V	B62591
Premier Support Qualification Service, Storage Tape - Group VI	B62592
Premier Support Qualification Service, Switches - Group I	B62593
Premier Support Qualification Service, Switches - Group II	B62594
Premier Support Qualification Service, Switches - Group III	B62595
Premier Support Qualification Service, Switches - Group IV	B62669
Premier Support Qualification Service, Engineered Systems - Group I	B96347
Premier Support Qualification Service, Engineered Systems - Group II	B96348

Description of Services

1. Oracle will perform the following Services as defined in Your order, to assess the eligibility for Oracle Premier Support of the hardware system(s) ("OPSQ"), as identified in the OPE section of the Fixed Scope Services Exhibit.
 - a. Prior to performing the review and inspection specified below, provide You with, and review with You, Your answers to the Oracle qualification Services questionnaire;
 - b. Review the hardware system(s) utilizing Oracle diagnostic tool(s) to assess the configuration and revision levels;
 - c. To determine eligibility for use, Oracle will inspect the hardware system(s) for:
 - i. Visible physical damage;
 - ii. Missing or altered hardware components; and
 - iii. Determine/identify if hardware components are purchased from and/or manufactured by Oracle or an Oracle authorized reseller.
 - d. Run an Oracle diagnostic tool(s) to determine if Your Operating System software is operational;

- e. Provide an assessment report which identifies issues and required repairs to the hardware system(s) (“Parts Remediation Report”) that must be resolved prior to being eligible to receive Oracle Premier Support Services for the hardware system(s) identified in the Parts Remediation Report. If, based on the assessment report, Oracle determines that there are no issues and no required repairs to the hardware system(s), Oracle will issue a qualification certificate as set forth as below;
- f. The following terms shall apply to any such qualification certificate issued by Oracle, in its sole discretion:
 - i. Any qualification certificate issued is valid for a period of one hundred twenty (120) days from the date of issuance (“certification validity period”). You may not order Oracle Premier Support Services using the qualification certificate after the expiration of the certification validity period. Within the certification validity period, You are eligible to order Oracle Premier Support Services, from Oracle Support Services, under a separate ordering document. If You wish to order Oracle Premier Support Services after the expiration of the certification validity period, You may order OPSQ under a separate ordering document;
 - ii. Any qualification certificate issued will be automatically voided in the event of damage to the hardware system(s) (including, but not limited to: failure to maintain environmental conditions within the range specified by the manufacturer, accident, neglect, unauthorized use, unauthorized or improper maintenance, or misuse).
 - iii. Any qualification certificate establishes solely that Your hardware system(s), set forth in the OPE section of the Fixed Scope Services Exhibit, is eligible for Oracle Premier Support Services, and such certification is not an implied or express warranty of any kind for the hardware system(s) set forth in the OPE section of the Fixed Scope Services Exhibit; and
 - iv. Oracle reserves the right to identify, at any time, any hardware system(s) and/or component(s) not manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized partner) (“third-party product”). In the event a third-party product is identified by Oracle, such third-party product is subject to the Third-Party Product section of the Oracle Hardware and Systems Support Policies. The current version of the Oracle Hardware and Systems Support Policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Respond to Oracle’s standard qualification Services questionnaire prior to the commencement of OPSQ.
- b. Acknowledge and agree that Your payment of fees for OPSQ is not conditioned upon issuance of a qualification certificate.
- c. Upon commencement of OPSQ, You will provide documentation of a valid license for Your Operating System software.

2. Assumptions

- a. The scope and fees for the Services do not include any tests for firmware or software other than those expressly stated in the description set forth in this OPSQ section. Any other software will remain on the hardware system(s) unless You and Oracle agree in writing that such software will be removed.
- b. Services associated with the procurement of parts, parts remediation, resolution of issues identified in the Parts Remediation Report and/or parts installation are outside the scope of the Services.
- c. OPSQ does not include the removal of any software on the hardware systems identified in the OPE section of the Fixed Scope Services Exhibit.
- d. You may purchase required parts, parts installation and/or any associated Services for parts remediation and under separate contract through Your Oracle Premier Support Services representative.
- e. It is expressly agreed that the terms of this Description of Services and Your order supersede any terms included in the qualification certificate and that any terms included in the qualification certificate shall not apply to the Services.

Completion of Services

Upon completion of OPSQ, Oracle will provide You with written notice (e.g., a completion certificate). If You fail to provide written notice to Oracle that the Services specified in the Description of Services above are not complete, within three (3) business days after the date of Oracle's written notice of completion, (the "review period"), then the Services shall be deemed completed at the end of the review period.

Fees, Expenses and Payment

You agree to pay Oracle the fees for OPSQ as identified in the Services Ordered table of Your order. This fee does not include expenses, if applicable, or taxes. Notwithstanding Section B. (Fees, Expenses and Payment) of the Fixed Scope Exhibit, once OPSQ is completed, or deemed completed, in accordance with the Completion of Services section above, the fees becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fees. This payment obligation shall become non-cancelable and the sum paid non-refundable upon completion of Services. Expenses will be invoiced monthly as they are incurred.

Oracle Preproduction Readiness Review

Service Offering	Part #
Oracle Preproduction Readiness Review	B68096
Oracle Preproduction Readiness Review for Systems	B72742
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will review Your preproduction readiness plans and provide guidance and recommendations by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Review Your service request (“SR”) management process and provide recommendations on engaging Oracle Premier Support;
 - c. Provide recommendations for Your existing Oracle Configuration Manager Setup (“OCM”) instance to setup automatic and/or OCM-assisted SR logging;
 - d. Review up to three (3) of Your internal plans to be selected from the following:
 - i. setup and configuration plan;
 - ii. migration plan;
 - iii. backup plan; and/or
 - iv. test plan.
 - e. Generate a final report of preproduction readiness recommendations; and
 - f. Conduct a final meeting to review the report.

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 Preproduction Readiness Review services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Production Diagnostic Review and Recommendations

Service Offering	Part #
Oracle Production Diagnostic Review & Recommendations	B65857
Oracle Production Diagnostic Review & Recommendations for Systems	B65862
Oracle Production Diagnostic Review and Recommendations for Cloud	B97390
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

1. Oracle will identify and analyze issues associated with stability, availability, configuration, and performance of the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Collect information regarding operational symptoms;
 - c. Establish a diagnostic review plan;
 - d. Install configuration and environment data-collector tools;
 - e. Collect configuration and environment data including patch levels, firmware levels, recorded errors, warnings and failures;
 - f. Analyze collected data to determine suspected source of the symptom (e.g., configuration/patching, performance, availability and/or stability);
 - g. Perform root-cause analysis of the source(s) of the applicable symptom(s);
 - h. Provide a report identifying issues associated with stability, availability, configuration, and performance of the OPE and provide recommendations to address such issues; and
 - i. Conduct a final meeting to review the report and recommendations.

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 Production Diagnostic Review and Recommendations services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Security Design and Hardening Pack

Service Offering	Part #
Oracle Security Design and Hardening Pack	B80786
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

Oracle will perform the services below to design, install and configure the Oracle Products set forth in the OPE section of Your Fixed Scope Services Exhibit (collectively, the “Services”).

1. Core Pack Services

The Oracle Security Design and Hardening Pack includes the following services, which are defined at a different location within this document and can be viewed using the corresponding links below:

- a. [Oracle Supportability Planning and Site Survey Support](#)
 - b. [Oracle Standard Software Installation and Configuration](#)
2. Oracle will assign an Oracle Technical Account Manager (“TAM”) for the duration of the term who will serve as Your primary contact for the administration of the Services and provide the following governance services:
- a. Conduct a preliminary meeting and orientation;
 - b. Prepare and maintain a Service delivery plan;
 - c. Prepare and provide Service delivery plan progress reports; and
 - d. Conduct a final meeting to provide a Service summary and review with You the documentation created during the delivery of Services.

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 Security Design and Hardening Pack services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Security Review and Recommendations

Service Offering	Part #
Oracle Security Review and Recommendations	B80774
Oracle Security Review and Recommendations for Systems	B80776
Oracle Security Review and Recommendations for Oracle Cloud	B92966
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

1. Oracle will review and provide recommendations for Your database security configuration settings, operating system security configuration settings, if applicable, and database security practices for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to review the Services and provide a security practices questionnaire to be completed by You;
 - b. Assist you with the installation of security configuration collection tools and/or scripts if requested by You;
 - c. Collect data regarding security configuration settings from the tools;
 - d. Perform an analysis of the collected security configuration settings and questionnaire;
 - e. Conduct a meeting to review the analysis with You;
 - f. Provide a report identifying database and/or operating system security issues and provide security recommendations; and
 - g. Conduct a final meeting to review the report and recommendations.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Oracle Security Review and Recommendations services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

1. Promptly complete and return the security practices questionnaire described within this Oracle Security Review and Recommendations Service.
2. Provide copies of existing security documents, audit files, reports and/or assessments relative to the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.
3. Install security configuration collection tools and/or scripts with guidance from Oracle.
4. Implement the recommendations provided as part of the Services unless the parties agree otherwise under a separate order.

Oracle Standard Software Installation and Configuration

Service Offering	Part #
Oracle Standard Software Installation & Configuration	B65858
Oracle Standard Software Installation & Configuration for Systems	B65863
Oracle Standard Software Installation & Configuration for Cloud	B97351
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will install and setup the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Review Your completed build-sheet questionnaire and provide recommendations;
 - c. Install and validate product installation;
 - d. Review and install recommended patches, and perform any applicable post-installation setup modifications;
 - e. Configure system based on the updated build-sheet questionnaire;
 - f. Run configuration verification tests;
 - g. Prepare and provide an installation summary report; and
 - h. Conduct a final meeting to review the installation summary report and recommendations.

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 Standard Software Installation and Configuration services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

 - a. Respond to the Oracle build-sheet questionnaire within a commercially reasonable amount of time after the preliminary meeting.
2. Assumptions
 - a. Services exclude the physical installation of Your hardware components, including switches and cabling; hardware installation Services are available for purchase separately.

Oracle Standard System De-Installation

Service Offering	Part #
De-Installation Service Fee, Servers - Group VI	B61481
De-Installation Service, Engineered Systems - Group I	B75447
De-Installation Service, Engineered Systems - Group II	B75448
De-Installation Service, Engineered Systems - Group III	B75449
De-Installation Service, Engineered Systems - Group IV	B75450
De-Installation Service, Engineered Systems - Group V	B75451
De-Installation Service, Engineered Systems - Group VI	B75452
De-Installation Service, Racks	B62019
De-Installation Service, Servers - Group I	B61476
De-Installation Service, Servers - Group II	B61477
De-Installation Service, Servers - Group III	B61478
De-Installation Service, Servers - Group IV	B61479
De-Installation Service, Servers - Group V	B61480
De-Installation Service, Storage Disk - Group I	B61482
De-Installation Service, Storage Disk - Group II	B62010
De-Installation Service, Storage Disk - Group III	B62011
De-Installation Service, Storage Disk - Group IV	B62012
De-Installation Service, Storage Tape - Group I	B62013
De-Installation Service, Storage Tape - Group II	B62014
De-Installation Service, Storage Tape - Group III	B62015
De-Installation Service, Storage Tape - Group IV	B62016
De-Installation Service, Storage Tape - Group V	B62017
De-Installation Service, Storage Tape - Group VI	B62018
De-Installation Service, Switches - Group I	B62020
De-Installation Service, Switches - Group II	B62021
De-Installation Service, Switches - Group III	B62022
De-Installation Service, Switches - Group IV	B62023

Description of Services

1. Oracle will perform the following de-installation services on the hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit (the “De-Installation Services”). The De-Installation Services include the following:
 - a. Conduct a preliminary meeting;
 - b. Inspect Your hardware system(s), in order to note the physical condition of the hardware system(s) and confirm the information You provided to Oracle regarding the hardware system(s);
 - c. Disconnect industry standard electrical/receptacle connectors power supply(ies), disconnect cable(s), remove doors (if required);
 - d. At Oracle’s discretion, remove and/or secure moveable hardware components (such as tape drives and robotic interface modules);
 - e. Coordinate the disposal of any De-Installed hardware systems component(s) that is no longer required by You; and

- f. Conduct a final meeting to review the De-Installation Services.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Prior to the commencement of the De-Installation Services:
 - i. Perform any activity required by Oracle to facilitate de-installing the hardware system(s);
 - ii. 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;
 - iii. Inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services;
 - iv. Ensure all data is erased from any hardware system(s) that will be disposed; and
 - v. Ensure that the systems are disconnected from Your power supply.
- b. De-Install any hardware system(s) that is not identified in the OPE section of the Fixed Scope Services Exhibit.
- c. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion systems) so as to allow Oracle to safely perform the Services.
- d. Ensure that the hardware system(s) to be De-Installed is not connected to, or accessing, hardware system(s) that will not be De-Installed.

2. Assumptions

- a. Services will be scheduled for a mutually agreeable date and time during standard business hours at the location where the Services are to be performed.
- b. Oracle reserves the right to use third-party subcontractors to perform Services hereunder.
- c. Oracle will not disconnect any electrical power supplies, or perform any other electrical work that, in Oracle's sole opinion, should be performed by a licensed electrician.
- d. Oracle is not responsible for erasing data from any hardware systems that will be disposed.
- e. The following activities are not within the scope of Services of this order:
 - i. De-installation of any disk, disk drives, or tape media;
 - ii. Removal and disposal of any packing materials;
 - iii. Pack and/or unpack hardware system(s);
 - iv. De-Installation of any hardware system(s) not identified in the OPE section of the Fixed Scope Services Exhibit; and
 - v. Any Services not specifically identified within this service description.

Oracle Standard System Installation (“OSSSI”) Basic

Service Offering	Part #
Oracle Standard System Installation Service, Basic: Storage Disk - Group I	B61473
Oracle Standard System Installation Service, Basic: Storage Tape - Group I	B61977
Oracle Standard System Installation Service, Basic: Storage Tape - Group II	B61980
Oracle Standard System Installation Service, Basic: Switches - Group I	B61998
Oracle Standard System Installation Service, Basic: Switches - Group V (multirack cabling)	B83848
Oracle Standard System Installation Service, Basic: Switches - Group VI (multirack planning)	B83849
Oracle Standard System Installation Service, Basic: Upgrade - Group I	B63937
Oracle Standard System Installation Service, Basic: Upgrade - Group II	B63938
Oracle Standard System Installation Service, Basic: Upgrade - Group III	B63939
Oracle Standard System Installation Service, Basic: Upgrade - Group IV	B63940
Oracle Standard System Installation Service, Basic: Upgrade - Group V (interconnect, 1 rack)	B63941
Oracle Standard System Installation Service, Basic: Upgrade - Group V (C@C Temporary Re Rack, ¼ rack)	B95251
Oracle Standard System Installation Service, Basic: Upgrade - Group VI (ZFS RS Re-rack, up to 4 DE)	B63942
Oracle Standard System Installation Service, Basic: Upgrade - Group VII (ZFS RS Re-rack, up to 9 DE)	B63943
Oracle Standard System Installation Service, Basic: Upgrade - Group VIII	B63944
Oracle Standard System Installation Service, Basic: Upgrade - Group IX (Exadata, RA, Re-rack, ¼ rack)	B63945
Oracle Standard System Installation Service, Basic: Upgrade - Group IX (C@C Re Rack, ¼ rack)	B95252
Oracle Standard System Installation Service, Racks - Basic	B61995
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will install and configure Your hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit (“the Systems”), at Your location defined in the exhibit. The Services will be performed in the following three (3) phases:

- a. Installation Configuration Planning Phase

Oracle will perform the following Services:

- i. Review Your time frame options and plans for installation and configuration (collectively, “Requirements”) with You for the Systems installation and configuration; and
- ii. Confirm with You the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the Systems.

- b. Installation and Configuration Phase

Oracle will perform the following Services:

- i. Review the packing list and compare it to the Systems identified in the OPE section of the Fixed Scope Services Exhibit;
- ii. Unpack Systems and gather up any discarded packaging for disposal;
- iii. Conduct a physical review of the Systems for visible damage and notify You of any damage;

- iv. Install the Systems, including internal and external components;
 - v. Provide Systems cable labeling;
 - vi. Connect industry standard electrical/receptacle connectors power supply(ies);
 - vii. Oracle may, at Oracle's discretion, connect the Systems to Your servers, storage Systems and/or network switches, subject to the following conditions:
 - 1) All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed Systems;
 - 2) All Systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the Systems to be connected;
 - 3) Cables are installed where no potential safety hazards exist;
 - 4) Cables are not installed higher than the top of Your Oracle rack unless otherwise approved in writing by Oracle; and
 - 5) Under-floor cables will only be installed in a raised-floor environment.
 - viii. Power up the Systems;
 - ix. Configure the Systems in accordance with Your Requirements;
 - x. Oracle may, at Oracle's discretion, apply the applicable firmware updates and operating system patches to the Systems identified in the OPE section of the Fixed Scope Services Exhibit; and
 - xi. Oracle may, at Oracle's discretion, configure Oracle Auto Service Request for Sun Systems Manager ("OASR") on the Systems.
- c. Operational Handover Phase
- Oracle will provide You with the following reference documentation ("Reference Documentation"):
- i. The end user technical manuals, made available by Oracle, for the Systems; and
 - ii. User passwords to the Systems.

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 Standard System Installation Basic services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Provide Oracle with Your proposed Requirements at least one week prior to the commencement of Services.
- b. Prior to the Installation and Configuration Phase, ensure that the Systems are connected and grounded to Your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle.

- c. Acknowledge and agree that the performance Services is contingent upon the Systems being undamaged and include all the relevant system components.
- d. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion Systems) so as to allow Oracle to safely perform the Services.
- e. At Oracle's request, properly install an operational OASR on the Systems.
- f. At Oracle's request, provide to Oracle Your in-house cable labeling guide for the Systems.

2. Assumptions

- a. The scope of, and fees for, Services herein are for Services performed at Your location specified in the exhibit.
- b. Requests to perform Services for additional locations shall be addressed in accordance with Oracle's change control process.
- c. Services will be scheduled for a mutually agreeable date and time at the location where the Services are to be performed.
- d. In the event Oracle is unable to perform the Services because the Systems are damaged or components are missing, the parties will mutually agree to reschedule the Services.
- e. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the Systems.
- f. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the Systems.
- g. Oracle will not connect any electrical power supplies, or perform any other electrical work that, in Oracle's sole opinion, should be performed by a licensed electrician.
- h. The following activities are not within the scope of Services:
 - i. Site planning;
 - ii. Environmental or electrical site planning;
 - iii. Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;
 - iv. Perform any building construction work of any kind;
 - v. Technical support for the Systems;
 - vi. Updates or upgrades to the Systems; and
 - vii. Any Services not specifically identified in this service description.

Oracle Standard System Installation (“OSSl”) with Site Audit

Service Offering	Part #
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group I	B74193
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group II	B74194
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group III	B74195
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group IV	B74196
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group V	B74197
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group VI	B74198
Oracle Standard System Installation Service, Site Audit: Engineered Systems - Group VII	B92336
Oracle Standard System Installation Service, Site Audit: Servers - Group II	B61304
Oracle Standard System Installation Service, Site Audit: Servers - Group III	B61307
Oracle Standard System Installation Service, Site Audit: Servers - Group IV	B61310
Oracle Standard System Installation Service, Site Audit: Servers - Group V	B61313
Oracle Standard System Installation Service, Site Audit: Servers - Group VI	B61470
Oracle Standard System Installation Service, Site Audit: Storage Disk - Group IV	B61974
Oracle Standard System Installation Service, Site Audit: Storage Tape - Group V	B61989
Oracle Standard System Installation Service, Site Audit: Storage Tape - Group VI	B61992
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will install and configure Your hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit (“the Systems”), at Your location defined in the exhibit. The Services will be performed in the following five (5) phases:

- a. Site Survey Phase

Oracle will perform the following Services:

- i. Conduct, with Your assistance, a site audit(s) to assess the conditions for installing the system(s), including assessment of the following:
 - 1) Suitability of access routes to the installation location, such as doors, elevators, floor strengths and ramps;
 - 2) Stability of the floor at Your installation location;
 - 3) Availability of electrical power required to run and maintain the Systems;
 - 4) Environmental conditions at Your installation location, such as temperature control, humidity, cleanliness; and
 - 5) Any other conditions related to the installation of the Systems that Oracle deems necessary to assess.
- ii. Create a site audit report (“Site Audit Report”), which will include recommendations and requirements related to the installation of the Systems.

- b. Installation Configuration Planning Phase

Oracle will perform the following Services:

- i. Review Your time frame options and plans for installation and configuration (collectively, “Requirements”) with You for the Systems installation and configuration;
 - ii. Prepare an installation and configuration plan (“Installation and Configuration Plan”) that will document Your final Requirements to will be addressed in the Systems installation and configuration phase; and
 - iii. Confirm with You the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the Systems.
- c. Installation and Configuration Phase

Oracle will perform the following Services in accordance with the Installation and Configuration Plan:

- i. Review the packing list and compare it to the Systems identified in the OPE section of the Fixed Scope Services Exhibit;
 - ii. Unpack Systems and gather up any discarded packaging for disposal;
 - iii. Conduct a physical review of the Systems for visible damage and notify You of any damage;
 - iv. Install the Systems, including internal and external components;
 - v. Provide Systems cable labeling;
 - vi. Connect industry standard electrical/receptacle connectors power supply(ies);
 - vii. Oracle may, at Oracle’s discretion, connect the Systems to Your servers, storage Systems and/or network switches, subject to the following conditions:
 - 1) All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed Systems;
 - 2) All Systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the Systems to be connected;
 - 3) Cables are installed where no potential safety hazards exist;
 - 4) Cables are not installed higher than the top of Your Oracle rack unless otherwise approved in writing by Oracle; and
 - 5) Under-floor cables will only be installed in a raised-floor environment.
 - viii. Power up the Systems;
 - ix. Configure the Systems in accordance with the Installation and Configuration Plan;
 - x. Oracle may, at Oracle’s discretion, apply the applicable firmware updates and operating system patches to the Systems identified in the OPE section of the Fixed Scope Services Exhibit; and
 - xi. Oracle may, at Oracle’s discretion, configure Oracle Auto Service Request for Sun Systems (“OASR”) on the Systems.
- d. Systems Testing Phase

Oracle will perform the following Services:

- i. Create a test procedures plan document (“Test Procedures Plan Document”) that identifies the tests to be performed on the Systems, describes the applicable testing procedures, and expected results;
 - ii. Perform the tests and record the results as identified in the Test Procedures Plan Document; and
 - iii. Oracle may, at Oracle’s discretion, run Oracle Explorer Data Collector on Solaris installed servers to capture the final system(s) configuration and/or patching information.
- e. Operational Handover Phase

Oracle will provide You with the following reference documentation (“Reference Documentation”):

- i. The end user technical manuals, made available by Oracle, for the Systems; and
- ii. User passwords to the Systems.

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 Standard System Installation with Site Audit services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Provide Oracle with Your proposed Requirements at least one week prior to the commencement of Services.
- b. Acknowledge and agree that the performance Services is contingent upon the Systems being undamaged and include all the relevant system components.
- c. Prior to the Installation and Configuration Phase:
 - i. Ensure that You perform any activity required by the Site Audit Report;
 - ii. Ensure that the Systems are connected and grounded to Your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle; and
 - iii. Provide Oracle with any configuration information necessary for Oracle to prepare the Installation and Configuration Plan. This includes without limitation, information about system naming, operating system installation, network connectivity and configuration, boot disk layout and possible mirroring.
- d. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion Systems) so as to allow Oracle to safely perform the Services.
- e. At Oracle’s request, properly install an operational OASR on the Systems.
- f. Provide appropriate and approved inter-connection cabling necessary for Oracle to perform the Services.
- g. At Oracle’s request, provide to Oracle Your in-house cable labeling guide for the Systems.

2. Assumptions

- a. The scope of, and fees for, Services herein are for Services performed at Your location specified in the exhibit.
- b. Requests to perform Services for additional locations shall be addressed in accordance with Oracle's change control process.
- c. Services will be scheduled for a mutually agreeable date and time at the location where the Services are to be performed.
- d. In the event Oracle is unable to perform the Services because the Systems are damaged or components are missing, the parties will mutually agree to reschedule the Services.
- e. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the Systems.
- f. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the Systems.
- g. Oracle will not connect any electrical power supplies, or perform any other electrical work that, in Oracle's sole opinion, should be performed by a licensed electrician.
- h. The following activities are not within the scope of Services:
 - i. Site planning;
 - ii. Environmental or electrical site planning;
 - iii. Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;
 - iv. Perform any building construction work of any kind;
 - v. Technical support for the Systems;
 - vi. Updates or upgrades to the Systems; and
 - vii. Any services not specifically identified within this service description.

Oracle Standard System Installation (“OSSl”) without Site Audit

Service Offering	Part #
Oracle Standard System Installation Service, Without Site Audit: Servers - Group I	B61301
Oracle Standard System Installation Service, Without Site Audit: Storage Disk - Group II	B61968
Oracle Standard System Installation Service, Without Site Audit: Storage Disk - Group III	B61971
Oracle Standard System Installation Service, Without Site Audit: Storage Tape - Group III	B61983
Oracle Standard System Installation Service, Without Site Audit: Storage Tape - Group IV	B61986
Oracle Standard System Installation Service, Without Site Audit: Switches - Group II	B62001
Oracle Standard System Installation Service, Without Site Audit: Switches - Group III	B62004
Oracle Standard System Installation Service, Without Site Audit: Switches - Group IV	B62007
ACS Supplemental Resource for Systems Days	B76417

Description of Services

1. Oracle will install and configure Your hardware system(s) identified in the OPE section of the Fixed Scope Services Exhibit (“the Systems”), at Your location defined in the exhibit. The Services will be performed in the following four (4) phases:

- a. Installation Configuration Planning Phase

Oracle will perform the following Services:

- i. Review Your time frame options and plans for installation and configuration (collectively, “Requirements”) with You for the Systems installation and configuration;
- ii. Prepare an installation and configuration plan (“Installation and Configuration Plan”) that will document Your final Requirements to be addressed in the Systems installation and configuration phase; and
- iii. Confirm with You the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the Systems.

- b. Installation and Configuration Phase

Oracle will perform the following Services in accordance with the Installation and Configuration Plan:

- i. Review the packing list and compare it to the Systems identified in the OPE section of the Fixed Scope Services Exhibit;
- ii. Unpack Systems and gather up any discarded packaging for disposal;
- iii. Conduct a physical review of the Systems for visible damage and notify You of any damage;
- iv. Install the Systems, including internal and external components;
- v. Provide Systems cable labeling;
- vi. Connect industry standard electrical/receptacle connectors power supply(ies);
- vii. Oracle may, at Oracle’s discretion, connect the Systems to Your servers, storage Systems and/or network switches, subject to the following conditions:

- 1) All required Oracle approved cables must be provided by You prior to the time that Oracle is prepared to power up the installed Systems;
 - 2) All Systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the Systems to be connected;
 - 3) Cables are installed where no potential safety hazards exist;
 - 4) Cables are not installed higher than the top of Your Oracle rack unless otherwise approved in writing by Oracle; and
 - 5) Under-floor cables will only be installed in a raised-floor environment.
- viii. Power up the Systems;
 - ix. Configure the Systems in accordance with the Installation and Configuration Plan;
 - x. Oracle may, at Oracle's discretion, apply the applicable firmware updates and operating system patches to the Systems identified in the OPE section of the Fixed Scope Services Exhibit; and
 - xi. Oracle may, at Oracle's discretion, configure Oracle Auto Service Request for Sun Systems ("OASR") on the Systems.
- c. Systems Testing Phase
- Oracle will perform the following Services:
- i. Create a test procedures plan document ("Test Procedures Plan Document") that identifies the tests to be performed on the Systems, describes the applicable testing procedures, and expected results;
 - ii. Perform the tests and record the results as identified in the Test Procedures Plan Document; and
 - iii. Oracle may, at Oracle's discretion, run Oracle Explorer Data Collector on Solaris installed servers to capture the final system(s) configuration and/or patching information.
- d. Operational Handover Phase
- Oracle will provide You with the following reference documentation ("Reference Documentation"):
- i. The end user technical manuals, made available by Oracle, for the Systems; and
 - ii. User passwords to the Systems.

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 Standard System Installation without Site Audit services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Provide Oracle with Your proposed Requirements at least one week prior to the commencement of Services.
 - b. Acknowledge and agree that the performance Services is contingent upon the Systems being undamaged and include all the relevant system components.
 - c. Prior to the Installation and Configuration Phase:
 - i. Ensure that the Systems are connected and grounded to Your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle; and
 - ii. Provide Oracle with any configuration information necessary for Oracle to prepare the Installation and Configuration Plan. This includes without limitation, information about system naming, operating system installation, network connectivity and configuration, boot disk layout and possible mirroring.
 - d. Ensure the physical environment where the Services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion Systems) so as to allow Oracle to safely perform the Services.
 - e. At Oracle's request, properly install an operational OASR on the Systems.
 - f. Provide appropriate and approved inter-connection cabling necessary for Oracle to perform the Services.
 - g. At Oracle's request, provide to Oracle Your in-house cable labeling guide for the Systems.
2. Assumptions
- a. The scope of, and fees for, Services herein are for Services performed at Your location specified in the exhibit.
 - b. Requests to perform Services for additional locations shall be addressed in accordance with Oracle's change control process.
 - c. Services will be scheduled for a mutually agreeable date and time at the location where the Services are to be performed.
 - d. In the event Oracle is unable to perform the Services because the Systems are damaged or components are missing, the parties will mutually agree to reschedule the Services.
 - e. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the Systems.
 - f. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the Systems.
 - g. Oracle will not connect any electrical power supplies, or perform any other electrical work that, in Oracle's sole opinion, should be performed by a licensed electrician.
 - h. The following activities are not within the scope of Services:
 - i. Site planning;
 - ii. Environmental or electrical site planning;
 - iii. Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;
 - iv. Perform any building construction work of any kind;
 - v. Technical support for the Systems;

- vi. Updates or upgrades to the Systems; and
- vii. Any services not specifically identified within this service description.

Oracle Supportability Assessment for SaaS

Service Offering	Part #
Oracle Supportability Assessment for SaaS	B97015
Oracle Supportability Assessment for SaaS – Functional Analysis	B97016

Description of Services

Oracle will provide the following assessment activities for the Software as a Service (“SaaS”) Cloud Services, for which You have separately purchased a subscription (each, a “Supported SaaS Service”), in accordance with the Service Maximums documented in Your order (the “SaaS Assessment Services”):

1. Assign a Technical Account Manager (“TAM”) who will serve as Your primary point of contact for the following activities to facilitate the SaaS Assessment Services:
 - a. Conduct an orientation with You to introduce the TAM and identify and document the key Oracle delivery contacts and Your designated technical contacts (“Customer Contacts”).
 - b. Coordinate communication between the key Oracle delivery contacts and Your Customer Contacts.
 - c. Assist with escalations related to the SaaS Assessment Services.
2. Provide You with guided questionnaires (“Questionnaire(s)”) to be completed by You.
3. Conduct one (1) supportability assessment kick-off workshop with You, review the completed Questionnaire(s), and document information about the following:
 - a. The specific Supported SaaS Services subject to the SaaS Assessment Services (“Identified Supported SaaS Services”) based on the Questionnaire(s);
 - b. Your My Oracle Support Customer Support Identifier (“CSI”);
 - c. Oracle’s access requirements to Your Identified Supported SaaS Services; and
 - d. If Functional Analysis (as defined below) is included in Your order:
 - i. Oracle’s deployment of the repository containing functionality checks (the “Assessment Repository”), following Your change control process; and
 - ii. Execution of the functionality checks contained in the Assessment Repository (“Functionality Checks”), if included in Your order, for the Post Go-Live Supportability Assessment (defined below).
4. Perform one (1) assessment of Your existing functional and technical configurations in Your Identified Supported SaaS Services to assess operational supportability (the “Supportability Assessment”), either prior to go-live (“Pre-Production Supportability Assessment”) or post go-live (“Post Go-Live Supportability Assessment”), as follows:
 - a. Receive and review Your completed Questionnaire(s).
 - b. Collect Service Request metadata from My Oracle Support for Your CSI.
5. If Oracle Supportability Assessment for SaaS – Functional Analysis, Part # B97016 is included in Your order, as part of the Post Go-Live Supportability Assessment, collect

configuration-specific data from Your Identified Supported SaaS Services utilizing Functionality Checks from the Assessment Repository (“Functional Analysis”).

6. Upon completion of the Supportability Assessments, conduct one (1) final workshop session with You to present the findings, including the following:
 - a. Readiness scores based on Your completed Questionnaire;
 - b. Heat map of specific areas for potential optimization based on the Service Request analysis;
 - c. If Functional Analysis is included in Your order, Functional Analysis results as part the Post Go-Live Supportability Assessment.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Designate Customer Contacts and identify each of Your Customer Contacts by name, phone number, email address and other appropriate contact methods.
- b. Provide Oracle with necessary user and role access to the Identified Supported SaaS Services as required to deliver the SaaS Assessment Services.
- c. Authorize Oracle to deploy the Assessment Repository in the Identified Supported SaaS Services environment, as required.
- d. Promptly complete and return the Questionnaire(s) provided by Oracle.

2. Assumptions

- a. The SaaS Assessment Services may not be available for all Oracle SaaS Cloud Services.
- b. Oracle will have sole access to the Assessment Repository and will remove the Assessment Repository upon completion of the SaaS Assessment Services.
- c. The collected assessment data will be retained in accordance with Oracle’s data retention policies.
- d. Any other activities not expressly identified in this Service Description are out of scope.

Unused Services

The SaaS Assessment 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, with no further action required of either party. 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 SaaS Assessment Services. You may not use the fees for any Services other than the SaaS Assessment Services stated herein.

Oracle Supportability Planning and Site Survey Support

Service Offering	Part #
Oracle Supportability Planning and Site Survey Support	B80775
Oracle Supportability Planning and Site Survey Support for Systems	B80777
Oracle Supportability Planning and Site Survey Support for Cloud Service	B92251
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417
ACS Supplemental Resource for Oracle Cloud Days	B92268

Description of Services

1. Oracle will identify, review, and provide design requirements and recommendations for the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to review the Services and provide a configuration requirements questionnaire (“Questionnaire”) to be completed by You;
 - b. Install and run configuration information collection tools, if applicable;
 - c. Collect configuration information from the tools;
 - d. Review and analyze the collected configuration information and Your completed configuration requirements questionnaire;
 - e. Identify design requirements;
 - f. Conduct a meeting to review the analysis with You and confirm the design requirements;
 - g. Provide design documents that sets forth the processes, procedures and recommendations for how to install, configure and test the products set forth in the OPE section of the Fixed Scope Services Exhibit; and
 - h. Conduct a final meeting to review the design document(s) and recommendations.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Oracle Supportability Planning and Site Survey Support services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

1. Promptly complete and return the Questionnaire described within this Oracle Supportability Planning and Site Survey Support Service.
2. Provide copies of existing architecture design documents, audit files, reports and/or assessments relative to the product(s) set forth in the OPE section of the Fixed Scope Services Exhibit.

Oracle Technical Upgrade for Apps On Premise

Part #	Service Offering
B95400	MCS – Oracle Technical Upgrade for Apps On-Premise
B95402	MCS - Oracle Technical Upgrade for Apps - CEMLI Upgrade Support

Description of Services

Oracle will perform a technical upgrade (the “Technical Upgrade”) for the Oracle Programs identified in the Fixed Scope Services Exhibit (the “Identified Oracle Programs”) designed to update an existing Oracle Program environment (“Pre-Upgrade Environment”) to a newer Oracle Program version located on premises, resulting in the upgraded environment (the “Upgraded Environment”).

As part of the Technical Upgrade Oracle will provide the following activities in accordance with the Fixed Scope Services Exhibit (the “Technical Upgrade Services”):

Project Planning and Assessment:

1. Assign a project manager to facilitate the delivery of the Technical Upgrade Services.
2. Coordinate with You to establish a project plan for delivery of the Technical Upgrade Services that contains the following (the “Upgrade Project Plan”):
 - a. Estimated project start and end dates
 - b. Key milestone estimated dates
 - c. Detailed tasks, dependencies, owners, and deliverables
 - d. Scheduled downtime of the Pre-Upgrade Production Environment for cutover to the Upgraded Environment
 - e. CEMLI object types and CEMLI object counts, as applicable.
3. Assess the level of compliance of the Pre-Upgrade Environment with Oracle standards, including interfaces to and/or from systems external to the environment.
4. Verify the current state of data within the Pre-Upgrade Environment.
5. Document service requirements, including the Identified Oracle Programs, the compare reports, the upgrade path, and details of the Upgraded Environment, as applicable.
6. Manage and track the Upgrade Project Plan tasks assigned to Oracle.
7. Manage and track the issues and personnel required to deliver the Technical Upgrade Services.
8. Conduct project status calls.
9. Provide an initial escalation contact for issues related to the Technical Upgrade.

Project Governance:

1. Provide guidance to You on Releases, training, certified configuration requirements, and general standards applicable to the Technical Upgrade.
2. Identify licenses, technical support, Managed Services, or other types of services that You may need to separately purchase to facilitate the Technical Upgrade.

3. Update existing documentation with changes to existing processes and manual operations required as a result of the Technical Upgrade.
4. Obtain Your acceptance of key Upgrade Project Plan deliverables.

Technical Upgrade

1. Identify service options required for delivery of the Technical Upgrade Services, including, but not limited to, additional storage and additional Non-Production Environments.
2. Examine Your current configuration and identify related tasks to be added to the Upgrade Project Plan.
3. Identify and assess installed components, storage requirements, technology stack components, third party software integrations, and setups in the Pre-Upgrade Environment.
4. Perform metadata migration as required for the Identified Oracle Programs.
5. Perform up to the number of test upgrades identified in the Fixed Scope Services Exhibit on a copy of Your existing Pre-Upgrade Environment or on the provisioned target release (each an "Upgrade Test"), as applicable, intended to validate the documented Technical Upgrade steps and determine the duration of each such task.
6. Work with You to address issues resulting from the Technical Upgrade as identified during Your System Integration Testing ("SIT") and UAT.
7. Perform required backups and restores as part of the Technical Upgrade as mutually agreed between You and Oracle.
8. Upon Your successful completion of SIT and UAT and written approval from You, perform the production upgrade, or enable the provisioned target release for production operations, resulting in the Upgraded Production Environment.
9. Perform basic health checks to validate that You can access the Upgraded Environment.
10. Perform the production assessment activities to validate that the Upgraded Environment is suitable for production operations.

Component Upgrade

Component upgrade applies to the Oracle Programs identified in the Fixed Scope Services Exhibit, limited to the components that reside in the Pre-Upgrade Environment, that fall into the following two categories:

- Configurations, outlines, and report definitions that are inherently part of the Oracle Programs themselves and for which upgrade utilities are provided as part of the Identified Oracle Programs ("artifacts")
- Batch jobs, interfaces, data load scripts and routines developed by You and unique to Your implementation ("custom routines")

Oracle is not responsible for any impact that upgraded custom routines may have on the Technical Upgrade and the associated environments. You are responsible for the upgrade of custom routines in accordance with Oracle standards. Oracle will assist You as follows:

1. Migrate artifacts where upgrade utilities are provided.
2. Provide You with Oracle standards for custom routine compliance.
3. Install custom routines into the UAT environment and the Upgraded Environment.

Production Readiness and Post-Production Go-Live Assistance

1. Execute basic functionality checks required by Oracle, as applicable.
2. Confirm the stability of the Upgraded Environment from a technical standpoint.
3. Complete a system assessment of the Upgraded Environment.
4. Confirm that the Upgraded Environment meets the requirements for obtaining Production Ready Status.
5. Obtain Your acceptance to proceed to Production Go-Live.
6. Assist You with any issues related to the Technical Upgrade following Post-Production Go-Live for the period identified in the Fixed Scope Services Exhibit (“Post-Production Go-Live Assistance Period”).

Third Party Software

Oracle’s assistance for Third Party Software that resides in the Pre-Upgrade Environment is limited to the following:

1. Approve the use of the identified Third Party Software in the Upgraded Environment, as feasible.
2. With guidance and instructions from You, enable Third Party Software in the Upgraded Environment
3. Assist You and the applicable Third Party Software Vendor to facilitate trouble shooting of Third Party Software in connection with the Technical Upgrade.

CEMLI Upgrade Support

If included in Your order as indicated in the Fixed Scope Services Exhibit, Oracle will provide CEMLI upgrade support for the business flows implemented and used in the Pre-Upgrade Environment for the Identified Oracle Programs as of the effective date of the Ordering Document (“Identified CEMLI”) in accordance with the Fixed Scope Services Exhibit and for the number and type of CEMLI objects specified in the Upgrade Project Plan.

1. Review business process documentation and functional and technical design documentation for the Identified CEMLI.
2. Review source code of the Identified CEMLI.
3. Update any existing technical flow documents and unit testing scripts and/or scenarios provided by You.
4. Validate the design of the Identified CEMLI as submitted by You.
5. Retrofit and unit test the Identified CEMLI in the Upgraded Test Environment, including one of the following per batch: updated code pack, updated technical design document, install instructions.
6. Provide unit test results to You and review them with You.
7. Address any issues related to the retrofitted CEMLI objects identified during the SIT and UAT test cycles.
8. Review the CEMLI issues logged during the testing.
9. Resolve the CEMLI issues identified during functional testing.
10. Fix any retrofitted CEMLI objects that break during SIT and UAT test cycles, and production cutover.
11. Assist in deployment of the retrofitted CEMLI to the Upgraded Environment

Your Cooperation, Assumptions, and Exclusions

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to the obligations in the Policies.

Technical Upgrade

1. Procure and maintain for the duration of the Technical Upgrade Services the hardware and infrastructure as required to provide adequate computing capacity for the performance of the Oracle Programs.
2. Be responsible for Your, Your Users' and Your third parties' use of and access to networks, systems, and environments, including use of and access to Your Content and for compliance by You and such third parties with the terms of the Agreement, order, and this Service Description.
3. Acknowledge that the development environment and/or production support environment used for the Technical Upgrade Services will be dedicated to the Technical Upgrade.
4. Provide copies of Your existing Production Environment, including the latest production data, to be used by Oracle to perform Upgrade Tests, as applicable.
5. Appoint and identify a project manager who will be responsible for interaction with Oracle regarding the Technical Upgrade Services ("Customer Project Manager"). All communication from Oracle regarding the Technical Upgrade Services will be through the Customer Project Manager.
6. Coordinate with Oracle to create the Upgrade Project Plan and identify interfaces to and/or from external systems.
7. Manage and track the Upgrade Project Plan tasks and related issues and risks assigned to You and participate in project status calls.
8. Ensure that the Pre-Upgrade Production Environment is fully functional, including from an applications perspective, prior to commencement of the Technical Upgrade Services.
9. Agree not to make significant changes that will impact the Identified Oracle Programs, including but not limited to patching, updates, enhancements, adding new business areas, countries, or modules, or significantly increasing the volume of data or data loads.
10. Accept or reject key deliverables of the Upgrade Project Plan within three (3) business days of receipt of such deliverables from Oracle ("acceptance period"):
 - a. Provide Oracle with written notice for rejection of key deliverables, which will include the reason for the rejection and specify any deficiencies in detail.
 - b. Oracle will use reasonable efforts to cure such deficiencies and resubmit the deliverable for Your review and testing after completing such cure.
 - c. Acknowledge that failure to accept or reject key deliverables within the acceptance period, or unreasonably withholding acceptance, may result in delays to the Technical Upgrade project schedule and/or may require purchase of additional services.
11. Refresh and create a full backup of the Pre-Upgrade Environment, as required.
12. Evaluate the Oracle Program functionality and determine any impact on current business workflows and CEMLI and prepare Your End Users for the Technical Upgrade, including business and IT Users.

13. Perform and manage functional changes, functional and regression testing activities, and unit testing, SIT, and UAT, required as part of the Technical Upgrade.
14. Acknowledge that Your Environment will be unavailable during the execution of the final production cutover.
15. Work with Oracle to address any issues identified during UAT.
16. Generate the required documentation for the Upgrade Test and final cutover.
17. Be responsible for all application security changes as a result of the Technical Upgrade.
18. Provide written approval to Oracle to proceed to Production Go-Live.
19. Assist Oracle with Changes to the Upgraded Environment required to obtain Production Ready Status.
20. Participate in an after-action review (AAR) meeting with Oracle to assess the success of the project and review any outstanding issues.
21. Provide Oracle with guidance and instructions to enable and troubleshoot the Third Party Software approved by Oracle in the Upgraded Environment.

CEMLI Upgrade Support

1. If CEMLI Upgrade Support is not included in Your order:
 - a. Retrofit any changes to CEMLIs and Third Party Software affected by the Technical Upgrade
 - b. Resolve any performance issues related to customizations in the Upgraded Environment(s).
2. If CEMLI Upgrade Support is included in Your order:
 - a. Work with Oracle to resolve CEMLI issues identified during testing.
 - b. Assist Oracle with scheduling the activities related to CEMLI retrofit.
 - c. Report to Oracle any errors found during UAT.
 - d. Upon completion of successful UAT, acknowledge, in writing, that the CEMLI are working as intended.

Assumptions

1. Development and test environments listed in the Fixed Scope Services Exhibit will be refreshed after each Upgrade Test.
2. Application and database will be upgraded during a single downtime. Separate application and database upgrades may be provided subject to additional fees.
3. The Technical Upgrade Services will be provided remotely during business days and hours for eight (8) hours per day in the time zone as mutually agreed.
4. The Upgrade Services, including any documentation, will be provided by Oracle, in U.S. English language only.
5. If a Disaster Recovery Environment is included in the Technical Upgrade and Disaster Recovery capability for the Production Environment is required for the duration of the Technical Upgrade, then a separate Disaster Recovery Environment for the Technical Upgrade will be required.

Exclusions

1. Creation and configuration of data related to the Technical Upgrade.

2. Development and/or optimization activities, modifications of integrations, or implementation of new integration methodologies before, during, or after the delivery of the Technical Upgrade Services.
3. Redesign of existing security features or activation of new security features.
4. Application of additional Maintenance Code Releases, application patches, maintenance packs or bundles not specifically required by the Technical Upgrade.
5. Transition, migration, implementation, and/or configuration services.
6. Activities related to non-Oracle technology stack, third party servers and/or storage, network, and switch configurations, and/or validation of architecture shape and sizing.
7. Any activities not explicitly described in this Service Description.

Oracle Upgrade Assurance for Oracle Database

Service Offering	Part #
Oracle Upgrade Assurance for Oracle Database	N/A

Description of Services

1. Oracle will test the performance impact of one (1) Oracle database upgrade (the “Upgrade”) on Your current Oracle production database identified in the OPE section of the Fixed Scope Services Exhibit, using a test production database which is configured identically as Your current Oracle production database by performing the following Services:

a. Upgrade Planning

- i. Conduct a preliminary meeting and orientation to review the Services and Your business and technical requirements associated with the Services;
- ii. Provide access to the Customer Portal (defined below) for the duration of the Services to provide access to reports and recommendations as part of the Services;
- iii. Provide an upgrade planning review questionnaire (the “Questionnaire”) to be completed by You;
- iv. Collect Oracle production database data to include server and database configuration data and patching history for the production database identified in the OPE;
- v. Conduct a readiness planning workshop to review options for upgrading and select the applicable upgrade approach; and
- vi. Review Your completed Questionnaire.

b. Impact Analysis

Oracle will provide an analysis of potential effects of an upgrade on Your current Oracle production database identified in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

- i. Collect current baseline data regarding Your Oracle production database, including database performance, Structured Query Language (“SQL”) performance, and configuration data;
- ii. Collect test database data, including server and test database configuration and patching data;
- iii. Review configuration data, patch data, including evaluation and identification of additional critical patches and patch set updates (“PSU”);
- iv. Provide an upgrade planning report which identifies the steps Oracle will follow to execute testing plans; and
- v. Conduct a meeting to review the report.

c. Upgrade Testing

Oracle will conduct an upgrade on a test Oracle production database which is configured identically to Your current Oracle production database identified in the OPE section of the Fixed Scope Services Exhibit by performing the following Services:

- i. Capture SQL execution plans and statistics from Your current Oracle production database;
 - ii. Capture workload from Your current Oracle production database;
 - iii. Upgrade Your test Oracle production database to the most current, generally available Oracle database release;
 - iv. Replay captured workload in the upgraded test Oracle production database;
 - v. Identify potential issues, evaluate and determine any required changes to Your upgrade plan to address those issues;
 - vi. Prepare an interim report identifying issues that may impact the upgrade and provide upgrade recommendations; and
 - vii. Conduct a meeting to review the report.
- d. Upgrade Analysis Report
- Oracle will provide a detailed report comparing results of pre- and post-replay Oracle production database performance.
- i. The report will include:
 - 1) An upgrade scorecard, highlighting transaction errors (if any), data divergence, capture/replay execution time, and performance of key business transactions;
 - 2) Details regarding the Oracle Database performance and SQL performance; and
 - 3) A recommendation to proceed with the Oracle production database upgrade or perform additional testing.
 - ii. Conduct a final meeting to review the report.
- e. Production Upgrade
- If Your order includes a production upgrade, Oracle will deploy an upgrade of Your current Oracle production database identified in the OPE by performing the following Services:
- i. Upgrade Your current Oracle production database to the most current, generally available Oracle database release;
 - ii. Test and tune Your current Oracle production database using test plans provided by You;
 - iii. Create and provide a report of issues identified during the upgrade, if any, and provide recommendations to address such issues; and
 - iv. Conduct a final meeting to review the report.

Oracle Advanced Support Gateway Portal

The Oracle Advanced Support Gateway Portal (“Customer Portal”) is a Web-based interface hosted on the OASG, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the OASG.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Upgrade Planning
 - i. Promptly return the completed Questionnaire;
 - ii. Acknowledge and agree that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services;
 - iii. Assist in collecting Oracle production database data, including server and database configuration data, and patching history;
 - iv. Provide an outline of Your existing infrastructure; and/or provide access to Your current Oracle production database for Oracle Configuration Manager ("OCM") to collect data; and
 - v. Provide copies of Your current Oracle production database information (i.e., configuration, and patching technical design documents, and upgrade plan, if available).
- b. Impact Analysis
 - i. Provide access to a test Oracle database that is configured identically to Your current Oracle production database; and
 - ii. Provide access and logistics to Your production Oracle database as required.
- c. Upgrade Testing
 - i. Provide access and logistics to Your current Oracle production database as required;
 - ii. Provide access to a test Oracle database that is configured identically to Your current Oracle production database;
 - iii. Backup the pre-upgrade Oracle production database;
 - iv. Resolve all issues identified during testing; and
 - v. Backup the upgraded test Oracle production database.

2. Assumptions

- a. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.
- b. An Oracle Technical Account Manager ("TAM") will be assigned to You, as Your primary contact for the Services, throughout the duration of the Services.
- c. All communication (verbal, written, and electronic) associated with the delivery of the Services is in English only.
- d. The Services set for above are only available for Oracle Database versions 10.2.0.5, 11.1.0.7, and 11.2.0.2. and above.
- e. Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
- f. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
- g. Out of Scope

The following activities are not within the scope of Services:

- i. Review and analysis of any third party products included as part of Your upgrade;
- ii. Operating system configuration;
- iii. Gap analysis and/or analysis of new and changed features made available because of the upgrade;
- iv. Installation and/or implementation of new features made available because of the upgrade; and
- v. Review and analysis of change(s), enhancement(s), modification(s), localization(s), and integration(s) (“CEMLI”).

Oracle Workload Planning and Design

Service Offering	Part #
Oracle Workload Planning and Design - Local/Remote	B87960
Oracle Workload Planning and Design - Local Delivery	B87961
Oracle Workload Planning and Design - Remote Delivery	B87962

Description of Services

1. Oracle will provide recommendations for transitioning Your current on-premises environment(s), which is simple, moderate or complex as described below, and as identified in Your order, (“Source Environment”) to Your Oracle on-premises, hybrid, and/or an Oracle Cloud environment (“Destination Environment”).
 - a. Source Environment - Simple
 - i. Up to six (6) Oracle databases, up to maximum ten (10) terabytes (“TB”) each; or
 - ii. Up to four (4) Oracle databases, up to maximum ten (10) TB each and one (1) packaged application (such as E-Business, Java Application, PeopleSoft, etc., hereinafter referred to as “Oracle Packaged Applications”); or
 - iii. One (1) Oracle database, up to maximum twenty five (25) TB each and up to two (2) Packaged Applications; or
 - iv. Up to twenty five (25) Virtual Machine (“VM”) images.
 - b. Source Environment - Moderate
 - i. Up to ten (10) Oracle databases, up to maximum ten (10) TB each; or
 - ii. Up to four (4) Oracle databases, up to maximum ten (10) TB each and three (3) Packaged Applications or;
 - iii. Up to six (6) Oracle databases, up to maximum twenty five (25) TB each and up to two (2) Packaged Applications; or
 - iv. Up to one hundred (100) VM images; or
 - c. Source Environment - Complex
 - i. Up to fourteen (14) Oracle databases, up to maximum ten (10) TB each; or
 - ii. Up to six (6) Oracle databases, up to maximum ten (10) TB each and four (4) Packaged Applications; or
 - iii. Up to nine (9) Oracle databases, up to maximum twenty five (25) TB each and up to two (2) Packaged Applications; or
 - iv. Up to two hundred fifty (250) VM images.
2. Planning for Transition from Source Environment to Destination Environment

As part of the Oracle Workload Planning and Design, Oracle will perform the following to assist in the planning for transition of Your Source Environment(s) to Your Destination Environment(s):

 - a. General
 - i. Conduct a preliminary meeting and orientation to review the Services.

- b. Analysis of Source Environment
 - i. Provide a questionnaire to identify Your existing infrastructure assets (i.e., architecture, configuration, and features requirements), service level(s) and critical business objectives, and areas of focus for Your Source to Destination strategy (“Questionnaire”) to be completed by You;
 - ii. Install and run configuration information collection tools, if applicable;
 - iii. Collect configuration information from the tools;
 - iv. Review and analyze the collected configuration information and Your completed Questionnaire; and
 - v. Conduct a meeting to review above.
- c. Review of options and feasibility.
 - i. Provide an evaluation of migration feasibility for Your Source Environment(s), which may include a review of Your existing certifications, product features, service levels document(s);
 - ii. Recommend a migration approach; and
 - iii. Identify the recommended Destination Environment(s).
- d. Create deployment specification plan.
 - i. Provide a detailed plan which sets forth a deployment roadmap, recommended migration approach(es), processes, procedures and recommendations for transitioning to the recommended Destination Environment(s); and
 - ii. Conduct a final meeting to review the document(s) and Destination Environment(s) recommendations.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Promptly return the completed Questionnaire.
- b. Provide copies of existing architecture design documents, audit files, reports and/or assessments relative to Your current Source Environment(s) as well as document and provide Your critical business requirements, service level requirements, and current utilization.

2. Assumptions

- a. An Oracle Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services, throughout the duration of the Services.
- b. All communication (verbal, written, and electronic) associated with the delivery of the Services is in English only.
- c. Oracle will limit the Services to the databases, data and, where applicable, applications as identified by You.
- d. Oracle will not provide recommendations for any third party software in Your on-premises environment.

- e. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
- f. Out of Scope

For the avoidance of doubt, the following services are outside the scope of the Services:

- i. Installation of Your Source Environment(s);
- ii. Migration of Your Source Environment(s) to the recommended Destination Environment(s); and
- iii. Implementation of Oracle Programs into Your Source Environment or into the recommended Destination Environment.

Oracle Workshop(s) for Third Party Applications

Service Offering	Part #
Individualized ACS Package	B41052
ACS - SAP R/3 ABAP Tuning With Oracle Database Platform	L71336
ACS - Oracle 10g for SAP R/3 Environments	L71337
ACS - Oracle Advanced Performance Tuning for SAP R/3 (Level II)	L71338
ACS - Oracle Real Application Clusters for SAP R3	L71339
ACS - Fundamentals of Oracle for SAP® R/3 (Level I)	L71340
ACS - Oracle Expert for SAP R/3 (Level III)	L71341
ACS - Oracle Database Administration for SAP BW (Business Warehouse)	L71342

Description of Services

1. Oracle will provide You with the following Oracle Workshop(s) for third party applications (“Workshop(s)”) in the quantities identified in Your order (up to a maximum of twelve (12) attendees for any single Workshop):

Oracle Workshops for Third Party Applications	Course Duration (Business Days)
Fundamental Technical Skills Workshop for Third Party Enterprise Resource Planning (“ERP”) Applications (Level I)	5 days
Database 11g Technical Skills Workshop for Third Party Business Suite Applications	4 days
Advanced Tuning Technical Skills Workshop for Third Party Enterprise Resource Planning (“ERP”) Applications (Level II)	5 days
Database Administration Technical Skills Workshop for Third Party Business Intelligence (“BI”) Applications	4 days
Expert Technical Skills Workshop for Third Party Enterprise Resource Planning (“ERP”) Applications (Level III)	3 days
Real Application Clusters (“RAC”) Technical Skills Workshop for Third Party Enterprise Resource Planning (“ERP”) Applications	5 days
Tuning Technical Skills Workshop for Third Party Application Programming (“ABAP”)	2 days

As part of the Workshop(s), Oracle will perform the following Services:

- a. Conduct a preliminary planning session to determine logistical arrangements as follows:
 - i. Review any pre-requisite training or any minimum skill requirements for attendance;
 - ii. Review the standard syllabus for each Workshop and discuss any requests, by You, to modify the Workshop content (subject to Oracle’s change control process); and
 - iii. Determine the location, audience (i.e., database administrators, developers, IT operations staff, etc.) and dates for each Workshop.

- b. Modify the content and revise the syllabus to reflect mutually agreed upon modifications;
- c. Provide one (1) copy of the Workshop(s) materials and syllabus prior to the commencement of Services; and
- d. Conduct a final meeting to discuss feedback from the Workshop.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Setup and provide access to test accounts on Your application test instance for specific training exercises during the Workshop, as required.

2. Assumptions

- a. Additional fees may be incurred for proposed modification to any Workshop content. Such additional fee shall be addressed pursuant to Oracle's change control process.
- b. Additional training courses needed for attendees to the meet the minimum requirements are deemed outside the scope of the Oracle Workshop(s) for third party applications.
- c. A "business day" is defined as an eight (8) hour period of Service delivery by one (1) Oracle resource provided during normal business hours (in the time zone in which Services are delivered), Monday through Friday.
- d. The Workshops generally cover one or more of the following topic areas:
 - i. General use of Oracle database with a third party application environment;
 - ii. Optimizing performance for the Oracle database with a third party application environment;
 - iii. Use of the Oracle database with specific third application products and configuration;
 - iv. Use of database options, including Real Application Clusters ("RAC") with a third party application environment; and
 - v. Oracle database recommended practices for writing third party programming procedural code.

Time and Materials Service Descriptions

The Time and Materials Services You have ordered will be identified in Your order and related Time and Materials Exhibit.

Technical Account Manager I

Service Offering	Part #
Technical Account Manager I	N/A
Oracle Technical Account Manager I for Service Delivery Management	

Description of Services

1. Oracle will assist You with coordination, oversight, communication, planning, and project management for all Advanced Customer Services (“ACS”) identified in Your order. Specific Services may include assistance with one or more of the following activities:
 - a. Project management for the ACS time and materials Services that are defined in Your order.
 - b. Prepare and document a Service delivery plan.
 - c. Conduct quarterly Service delivery plan reviews.
 - d. Service request (“SR”) management, prioritization, and escalation.
 - e. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue.
 - f. 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.
 - g. Establish or optimize Your incident management and support processes.
 - h. Develop a reference guide containing the parties’ key contacts and the applicable environment configurations.
 - i. Provide access to and manage Your customer-specific web portal and portal content.

Technical Account Manager II

Service Offering	Part #
Technical Account Manager II	N/A
Oracle Technical Account Manager II for Expert Lifecycle Advisory	

Description of Services

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.

Advanced Support Engineer

Service Offering	Part #
Advanced Support Engineer	N/A
Oracle Advanced Support Engineer for Expert Assistance	

Description of Services

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 Services 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 systems 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.

Sr. Advanced Support Engineer

Service Offering	Part #
Sr. Advanced Support Engineer	N/A
Oracle Sr. Advanced Support Engineer for Specialized Expert Assistance	

Description of Services

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 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. 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.

4. Specialized Operational Architecture Assistance for Applications

Oracle will assist You with understanding application configurations and design standards, interpretation of the standards, and validation of Your designed architecture against the standards for cloud, hybrid, and on-premises deployments. Specific activities may include one or more of the following:

- a. Review architecture design documents with You.
- b. Work with You to define any further details for architecture components as required prior to implementation.
- c. Respond to Your questions related to application architecture standards on Oracle Cloud Infrastructure (OCI).
- d. Assist You with sizing and capacity analysis and decisions related to Your selection of architecture components.
- e. Respond to security related questions from Your risk management team.
- f. Act as the technical authority and escalation point for OCI technical issues and decisions, including deep dives into technical areas to address specific architecture design challenges.
- g. Act as subject matter expert (SME) for application and Technology Stack architecture standards on OCI.
- h. Identify potential and emerging technologies to support innovation.
- i. Recommend new services to complement and enhance OCI designed to streamline and support application development and deployment.
- j. Assist You with planning updates for Your application environments, including defining the deployment of OCI architecture, identifying associated phases of work, helping You understand the technical and cost impact resulting from any changes, and identifying any associated contract changes.

- k. Create artefacts and documentation to explain architecture design concepts and solutions to all levels of management and stakeholders.
- l. Review and advise You on the OCI aspects of application architecture, integration architecture, and related security.

Datacenter Engineer

Service Offering	Part #
Datacenter Engineer	N/A

Description of Services

1. Datacenter Operations

Oracle will assist You with datacenter hardware and systems technical Services associated with the administration of Your Oracle servers, storage, and networking products and components . Specific technical hardware and systems Services may include assistance with one or more of the following activities, specifically excluding installation and de-installation activities:

- a. Routine administration of server, storage, and network components.
- b. Routine administration of virtual machines and private cloud compute, storage, and network components.
- c. Routine administration of infrastructure as a service (IaaS) compute, storage, and network components.
- d. Schedule and run system batch jobs.
- e. Initiate problem management process for datacenter issues.
- f. Track remediation status for open datacenter and systems issues.
- g. Preventative system diagnostics.
- h. Monitor system alerts and datacenter alerts.
- i. Conduct datacenter walk-through and inspection.
- j. Create operational and technical runbook documentation.

Sr. Datacenter Engineer

Service Offering	Part #
Sr. Datacenter Engineer	N/A

Description of Services

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.

Assumptions

1. Oracle shall not procure new or additional parts to perform the Services.
2. De-installation Services do not include packing materials and do not include removal of packing materials from the site.
3. Installation and upgrade services will only be performed on parts previously procured through Oracle or an Oracle authorized reseller.

Retired Service Offerings

Oracle Advanced Database Support (“ADS”) Oracle Advanced Database Support (“ADS”) for Exadata Cloud at Customer (“ExaCC”)

Service Offering	Retired Part #
Oracle Advanced Database Support	B85837
Oracle Advanced Database Support with TAM	B85838
Oracle Advanced Database Support: Patch Management (1 Patch)	B85839
Oracle Advanced Database Support: Patch Management (2 Patches)	B85840
Oracle Advanced Database Support: Patch Management (3 Patches)	B85841
Oracle Advanced Database Support: Patch Management (4 Patches)	B85842
Oracle Advanced Database Support for Exadata Cloud at Customer	B90915
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (1 Patch)	B90916
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (2 Patches)	B90917
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (3 Patches)	B90918
B90919 Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle Homes (4 Patches)	B90919
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (1 Patch)	B90920
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (2 Patches)	B90921
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (3 Patches)	B90922
Oracle Advanced Database Support: Patch Management for Exadata Cloud at Customer Oracle VMs (4 Patches)	B90923
ACS Supplemental Resource for Software Days	B76416

Description of Services

1. Advanced Database Support

Oracle will provide the following Services for (i) Oracle Advanced Database Support, (“ADS”) for the databases running on the quantity of ACS processor cores identified in the OPE section of the Annual Services Exhibit; and/or (ii) Oracle Advanced Database Support (“ADS”) for Exadata Cloud at Customer, (“ExaCC”) for the databases running on the quantity of OCPUs identified in the OPE section of the Annual Services Exhibit and the associated Oracle virtual machines (VMs) for ExaCC, as applicable. Oracle will provide the following for the initiation of the Services:

- a. Online ADS activation questionnaire (“Questionnaire”);
- b. ACS Gateway (defined below) installation and setup process instructions;

- c. Oracle's fault notification process documentation;
- d. Service Request ("SR") process documentation; and
- e. Customer Portal (defined below) use and functionality documentation.

2. Fault Management

Oracle will monitor the Oracle databases and/or VMs for ExaCC identified in the OPE section of the Annual Services Exhibit twenty-four (24) hours per day, seven (7) days a week ("24x7") to identify nonstandard activity ("Event"). Each detected Event that results in an actual unplanned interruption or immediate material reduction in quality of performance of the Oracle database(s), and associated VMs for ExaCC as applicable, is referred to as a Fault. Oracle will determine the tools and criteria used to determine whether an Event constitutes a Fault.

- a. For each Fault, Oracle will:
 - i. Categorize the Fault based upon the definitions of severity in Oracle's technical support policies, which are available at:
<http://www.oracle.com/us/support/policies/index.html>;
 - ii. Gather available applicable diagnostic information pertaining to the Fault;
 - iii. Provide You with a Fault notification e-mail for each automated service request ("ASR"). Oracle will use commercially reasonable efforts to provide the Fault notification email within fifteen (15) minutes of Oracle's detection of the Fault. The fifteen minutes commences upon the detection of the Fault by the Oracle fault monitoring tools and ends when Oracle sends You the Fault notification e-mail; and
 - iv. Create an ASR with My Oracle Support ("MOS"), which includes the available applicable diagnostic information. Oracle will use commercially reasonable efforts to create the ASR within fifteen (15) minutes of Oracle sending the Fault notification e-mail.
 - v. In the event You submit a severity 1 SR, based upon the definitions of severity in Oracle's technical support policies, for a database and/or VM for ExaCC identified in the OPE section of the Annual Services Exhibit, Oracle will use commercially reasonable efforts to provide an initial response through MOS within twenty (20) minutes of Your SR submittal.

3. Reporting

Oracle will provide standardized reports via the Customer Portal for the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit. Oracle will determine the contents of the reports which may include the following:

- a. Oracle Database Security Compliance Report. Oracle will provide summary and detail reports comparing Your database configurations, database directory and file permissions and database user access to Oracle's configuration recommendations;
- b. Oracle Patch Advisory Report. Oracle will provide a summary and detailed report identifying the patch set update(s) ("PSU") available for the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit;
- c. Oracle Status Report. Oracle will provide information concerning the status of the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit (e.g., current up/down status, cluster/single instance, version number);

- d. Oracle ASR Report. Oracle will provide a summary of opened ASRs for each database and/or VM for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit; and
- e. Oracle Health-check Report. Oracle will provide information about potential configuration setting issues and scalability attributes for database and/or VM for ExaCC, as applicable, as well as suggested remediation actions.

4. Patch Management

If Patch Management is included in Your order, Oracle will perform the following Services for the quantity of ACS – Oracle HOMES and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit:

- a. Perform a patch assessment;
- b. Create a patch installation plan;
- c. If necessary, prior to installing the PSUs, Oracle will provide a standard test/back-out plan example, and both You and Oracle will agree, in writing, on the test/back-out plan;
- d. Oracle will install the PSUs during an agreed upon window; and
- e. Provide oversight and escalation management for each patch installment activity.

5. Support Delivery Management

If Support Delivery Management is included in Your order, a Technical Account Manager (“TAM”) will be assigned to You as Your primary contact for the Services and shall provide and/or assist with the following support Services:

- a. Conduct an orientation for Your Customer Contacts (defined below);
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”);
- c. Assist with providing monthly technical service reviews including SR and ASR activity in connection with the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit;
- d. Assist with providing quarterly management reviews; and
- e. Assist with facilitating communications between Oracle and Your Customer Contacts.

Supplemental Resource

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Advanced Database Support services, up to the maximum number of days per resource role as set forth in Your order.

Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on MOS and a physical or virtual hardware platform or an Oracle Public Cloud (“OPC”) instance, which hosts Oracle’s tools, for collecting, managing, updating, and presenting information (“ACS Gateway”). Oracle’s minimum hardware requirements for the ACS Gateway are available at https://docs.oracle.com/cd/E41177_01/html/E40642/index.html. Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient

rack and floor space, air conditioning, electrical power, Internet connectivity, (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up, and (iii) is positioned such that the systems being fault monitored can be logically routed to it using layer 3 IP. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Gateway Portal (“Customer Portal”) is a Web-based interface hosted on the ACS Gateway, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the ACS Gateway.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Prior to the commencement of Services, return the completed Questionnaire.
- b. Maintain Oracle Premier Support for Systems for the dedicated hardware component of the ACS Gateway and the Oracle systems running the Oracle database(s) and/or VMs for ExaCC, if applicable and as described here: <http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf>.
- c. Prior to the commencement of Services, install and configure the ACS Gateway in Your datacenter on Your network and start the Services initiation process.
- d. Provide required private and public-facing Internet Protocol (“IP”) addresses, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to the ACS Gateway.
- e. If You have chosen to enable the remote access control feature of the ACS Gateway:
 - i. Use commercially reasonable efforts to immediately grant Oracle access to the ACS Gateway when requested by Oracle to allow Oracle to resolve incidents or security vulnerabilities associated with the ACS Gateway; and
 - ii. At least monthly, mutually agree with Oracle on a window of access to the ACS Gateway sufficient for Oracle to proactively patch the ACS Gateway and make any configuration changes appropriate for Oracle to deliver the Services.
- f. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the ACS Gateway.
- g. Identify the database(s) described in section A.2. (Fault Management) above via the Customer Portal.
- h. Change the default Customer Portal password.
- i. Via the Customer Portal, maintain current contact and email information.
- j. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.

- k. Follow the SR escalation process documented on MOS (i.e., “How To Request Management Attention to a Service Request (SR) with Oracle Support Services (ID 199389.1”)).
- l. Create a blackout in the actions field within the Customer Portal during key system change(s) initiated by You so that ASRs are not initiated automatically as a result of faults caused by key systems change(s).

m. Patch Management Specific Cooperation:

If Patch Management is included in Your order, You will:

- i. Schedule patch installation(s) via the Customer Portal;
- ii. Provide installation and back out instructions that were created and tested in Your nonproduction environment for the patch installations; and
- iii. Test all patch installations in Your nonproduction environment.

2. Assumptions

- a. All communication (oral, written, and electronic) associated with the delivery of the Services is only provided in English.
- b. Your prompt return of the completed Questionnaire is a prerequisite to Oracle’s performance of the Services described herein. Any delays in the prompt return of the Questionnaire shall delay the performance of the Services.
- c. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
- d. Subject to hardware system capacity limits, any number of Oracle databases may be fault monitored on the hardware system(s) associated with the ACS processor cores identified in the OPE section of the Annual Services Exhibit.
- e. Oracle Database Security Compliance Reporting Assumption
 - i. Database security compliance reports provided by Oracle hereunder may contain security related information regarding the Oracle databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit. While you may use such reports for informational purposes to assist You in your submission of security content for any of Your internal or external reporting, the security reports provided hereunder are not certifications or attestations and are provided for Your internal business operations only. Oracle makes no representations about the security of Your systems or equipment.
- f. Patch Management Assumptions

If Patch Management is included in Your order, the following assumptions will apply:

- i. Ensure You are running Oracle Database 11g2 or higher, and/or Oracle ExaCC in order to receive the Services.
- ii. Upon the commencement of Patch Management, You and Oracle will agree upon the current PSUs appropriate for Your environment which shall be either the most current PSU or its immediate predecessor applicable to Your version of the Oracle database(s) and/or VMs for ExaCC, as applicable, identified in OPE section of the Annual Services Exhibit;

- iii. PSU deployment will be performed first in Your non-production environment(s). Oracle will validate that the environment(s) is accessible to You for Your testing prior to promotion to production. Prior to the promotion of the patch to production, a valid backup must be performed by You if backups are under Your control;
- iv. Patch Management does not include testing of patch installations for customer-specific configurations;
- v. Oracle will not install patches designated as, or determined by Oracle to be, “release” or “version” patches; and
- vi. The deployment of PSUs may impact the performance of the databases and/or VMs for ExaCC, as applicable, identified in the OPE section of the Annual Services Exhibit.

Oracle Application Readiness Service

Service Offering	Part #
Oracle Application Readiness Service	Retired

Description of Services

1. Oracle will configure Your hardware systems set forth in the OPE section of the Fixed Scope Services Exhibit (“Hardware Systems”) for Your installation of Oracle and/or third party software (the “Software”) by performing the following Services:
 - a. Conduct a preliminary meeting and orientation;
 - b. Review the technical requirements for configuring Your Hardware Systems (the “Technical Requirements”);
 - c. Create and provide You with a Hardware Systems configuration plan that will describe (i) the Technical Requirements, and (ii) the technical components (including subcomponents) of the Hardware Systems that Oracle will configure as part of the Services;
 - d. Prepare the Hardware Systems for the Technical Requirements, as set forth in the Hardware Systems configuration plan;
 - e. Prepare a system build specification document, based upon Oracle’s configuration of the Hardware Systems for the Technical Requirements;
 - f. Prepare a test procedure plan document, based upon the previously prepared build specification document to identify the tests to be performed on the Hardware Systems to evaluate the reliability, availability and serviceability of Your Hardware Systems;
 - g. Perform a series of tests, as defined in the test procedure plan, to evaluate the reliability, availability and serviceability of Your Hardware Systems;
 - h. Provide You with one (1) back up of the Hardware Systems configuration;
 - i. Provide You with a document containing the passwords to the Hardware Systems; and
 - j. Conduct a final meeting to review the Hardware Systems configuration.

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 Application Readiness services, up to the maximum number of days¹ per resource role as set forth in Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Prior to the commencement of the Service, perform back-up or archival reproductions of all software and data contained on the Hardware Systems.
- b. Provide media on which Oracle can back up the Hardware Systems configuration.

2. Assumptions

- a. Servers that are a part of the Hardware Systems to be configured shall not be connected to storage, either hard drives or solid state memory that is in use by any other hardware system.
- b. The configuration and build of the Hardware Systems will only include configuration of storage that is used by the Hardware Systems to be configured and shall not include configuration of storage, either hard drives or solid state memory that is in use by any other hardware system.

Oracle Cloud Infrastructure Starter Pack

Service Offering	Part #
Oracle Cloud Infrastructure Starter Pack	Retired
Oracle Supplemental Resources for Oracle Cloud	
Oracle ACS Supplemental Resource for Oracle Cloud - Technical Account Manager I - Day	
Oracle ACS Supplemental Resource for Oracle Cloud - Technical Account Manager II - Day	
Oracle ACS Supplemental Resource for Oracle Cloud - Advanced Support Engineer - Day	
Oracle ACS Supplemental Resource for Oracle Cloud - Senior Advanced Support Engineer - Day	
Oracle ACS Supplemental Resource for Software Days	

Description of Services

Oracle will provide the following services (the “Services”) designed to assist You with understanding and adopting Oracle Cloud Infrastructure (OCI) for which You have separately purchased a subscription (the “Cloud Subscription”):

1. Assign a Technical Account Manager (“TAM”) as Your primary contact for the Services who will perform the following:
 - a. Conduct a preliminary meeting and orientation
 - b. Prepare and maintain a service delivery plan
 - c. Prepare and provide service delivery plan progress reports
 - d. Conduct a final meeting to provide a service summary
2. Provide You with one (1) workshop for the OCI for which You have separately purchased a Cloud Subscription (the “OCI Workshop”) consisting of the following:
 - a. Conduct a preliminary meeting and orientation to discuss and determine the location, participants, and dates for the OCI Workshop.
 - b. Conduct one (1) OCI Workshop presentation, for up to eight (8) hours/1 day, not to exceed 15 attendees.
 - c. Provide an overview of OCI during the OCI Workshop presentation, including up to three (3) specific OCI topics of Your choice.
3. Identify, validate, and transition a single workload to Your OCI tenancy (the “Candidate Workload”) with up to five (5) participants designated by You, consisting of the following:
 - a. Assist You with identifying a single workload subject to the following inclusions and exclusions:
 - i. Inclusions:
 - 1) 1TB in size total
 - 2) 1 tenancy, 1 region, 1 availability domain
 - 3) Up to 8 OCPUs allocated to one or more VM shapes available in OCI
 - 4) 1 VCN
 - 5) Up to 2 subnets, security list, route tables

- 6) 1 internet gateway
- 7) 1 public Load Balancer with 1 backend set, rule set, listener
- ii. Exclusions:
 - 1) Service Level Agreements, response time guarantees, or performance testing
 - 2) FastConnect
 - 3) NAT gateway setup
 - 4) Network Security Groups
 - 5) Local Peering gateway
 - 6) DNS Zone management setup
 - 7) IDCS integration with on-premises SSO
 - 8) Database conversions
 - 9) Platform conversions
- 4. Provide You with support for up to thirty (30) days after completion of the OCI Workshop to answer Your “How to” questions related to the following:
 - a. Patching
 - b. Backup/recovery
 - c. Monitoring tenancy
 - d. Loading data
 - e. Importing data
 - f. Ongoing management and supportability
- 5. Prepare and deliver to You a final summary report of the OCI Workshop, Your deployment configuration overview, supportability recommendations, and summary of engagement activities.
- 6. Transfer management of the Candidate Workload to You.

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 Cloud Infrastructure Starter Pack services, up to the maximum number of days¹ per resource role as set forth Your order.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Designate a project manager as the single point of contact for Oracle for the Services with appropriate level of authority to:
 - i. Set priorities and coordinate activities
 - ii. Be solely responsible for all decisions in connection with the Services
- b. Accept transfer of, and assume sole responsibility for, the management of the Candidate Workload in Your OCI tenancy upon completion of the Services.

2. Assumptions

- a. Oracle will determine whether the 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.

Oracle Consolidation Planning Service

Service Offering	Part #
Oracle Consolidation Planning Service - Local/Remote Delivery	B73292 -Retired
Oracle Consolidation Planning Service - Local Delivery	B77669 -Retired
Oracle Consolidation Planning Service for Systems - Local Delivery	B79468 -Retired
ACS Supplemental Resource for Software Days	
ACS Supplemental Resource for Systems Days	

Description of Services

1. Oracle will perform the following Services, to assist You in planning and validating migrations in anticipation of Your consolidation (collectively referred to as “the Consolidation Planning Services”) which shall include the following:
 - a. Conduct a preliminary meeting and orientation;
 - b. Provide access to the Customer Portal (defined below) to access reports and recommendations as part of the Services;
 - c. Assist in the installation and set-up of data collectors;
 - d. Collect and maintain configuration data that identifies all of Your Oracle components (“Configuration Items”) included in this Service;
 - e. Create a service delivery plan, which may include the following: availability requirements, capacity management, change management, maintenance windows, business requirements, security requirements, footprint of sources systems, previously known issues, stability issues, outages, and service requests (“SR”) raised;
 - f. Collect, record, and annotate configuration and workload data from identified configurations;
 - i. Analysis of configuration information (versions, patch levels, options, parameters) to assess compatibility;
 - ii. Analysis of Configuration Items utilization over time (e.g., CPU, memory);
 - iii. Modelling of consolidation scenarios;
 - g. Provide recommendations and prepare a target design(s) and/or scorecard(s) based upon the analysis of the configuration information, utilization, and consolidation scenarios;
 - h. Publish the analysis and modelling charts and reports, prioritized recommendations, scorecard(s) and summary report on the Customer Portal; and
 - i. Conduct a final meeting to review the Services.

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 Consolidation Planning Service, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Advanced Support Gateway Portal

The Oracle Advanced Support Gateway Portal (“Customer Portal”) is a Web-based interface hosted on the OASG, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the OASG.

Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Validate that all Configuration Items meet the eligibility requirements as described here:
https://support.oracle.com/epmos/faces/MosIndex.jspx?_afrcLoop=123016238685535&_afrcWindowMode=0&_adf.ctrl-state=6fuccneum_34.
- b. Install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Configuration Items including any operating system upgrades.
- c. Provide Oracle with the serial number and/or other identification and entitlement information for the Configuration Items in the manner specified by Oracle.
- d. Mutually agree with Oracle on management of changes required to Configuration Items.

2. Assumptions

- a. An Oracle Technical Account Manager (“TAM”) will be assigned to You as Your primary contact for the Services.
- b. All communication (oral, written, and electronic) associated with the delivery of the Service is only provided in English.
- c.** Oracle will provide the Services using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.

Oracle Database Security Review Pack

Service Offering	Part #
Oracle Database Security Review Pack	B80785 Retired
ACS Supplemental Resource for Software Days	
ACS Supplemental Resource for Systems Days	

Description of Services

Oracle will perform the services below to design, install, and configure the Oracle Products set forth in the OPE section of Your Fixed Scope Services Exhibit (collectively, the “Services”).

1. Core Pack Services

The Oracle Database Security Review Pack includes the following services, which are defined at a different location within this document and can be viewed using the corresponding links below:

- a. [Oracle Supportability Planning and Site Survey Support](#)
 - b. [Oracle Security Review and Recommendations](#)
2. Oracle will assign an Oracle Technical Account Manager (“TAM”) to You for the duration of the term who will serve as Your primary contact for the administration of the Services and provide the following governance services:
- a. Conduct a preliminary meeting and orientation;
 - b. Prepare and maintain a Service delivery plan;
 - c. Prepare and provide Service delivery plan progress reports; and
 - d. Conduct a final meeting to provide a Service summary and review with You the documentation created during the delivery of Services.

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 Database Security Review Pack services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Exadata Deployment Pack

Service Offering	Retired Part #
Oracle Exadata Deployment Pack for Cloud	B93412
Oracle Exadata Deployment Pack – On Prem	B93413

Description of Services

Oracle will provide recommendations for transitioning Your current on-premises environment(s) (the “Source Environment”) to Your Oracle Exadata environment (the “Destination Environment”) and assist You with planning the deployment of Your Destination Environment (the “Services”):

1. Assign a Technical Account Manager (“TAM”) as Your primary contact for the duration of the Services who will perform the following:
 - a. Conduct a preliminary meeting to review the Services.
 - b. Provide a readiness planning questionnaire (the “Questionnaire”) to be completed by You prior to the commencement of Services.
 - c. Conduct a meeting to review Your responses to the Questionnaire.
 - d. Conduct a final meeting to provide a summary of the Services.
2. Conduct a readiness planning workshop by performing the following activities:
 - a. Review the infrastructure of Your Source Environment and validate that Your workload candidates are suitable for transition to Your Destination Environment.
 - b. Develop Exadata workload resource specifications for one of the following:
 - i. Oracle Database Exadata on-premises, Oracle Database Exadata Cloud at Customer, or Oracle Database Exadata Cloud Service:
 - 10) Up to four (4) databases workloads
 - 11) Design database workload shapes and provide workload administration recommendations.
3. Review Your tenant workload orchestration and provisioning.
4. Confirm Your tenant workload transition plans, tenant workload backup plans, tenant workload monitoring and management tools.
5. Create, configure, and demonstrate one (1) sample Exadata Database (up to 50GB) workload proof of concept, including backup and recovery to a backup environment provided by You.
6. Conduct a final meeting to review the report.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Promptly return the Questionnaire prior to commencement of the Services.
- b. Provide copies of existing architecture design documents, audit files, reports and/or assessments of Your Source Environment.

- c. Be solely responsible for limiting Oracle's exposure to any legally protected data.
 - d. Designate a project manager as the single point of contact for Oracle for the Services with appropriate level of authority as follows:
 - ii. Set priorities and coordinate activities
 - iii. Be solely responsible for all decisions in connection with the Services.
 - e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services.
 - f. 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. Assumptions
- a. All communication (verbal, written and electronic) associated with the delivery of the Services will be provided by Oracle in English language only.
 - b. Oracle will determine whether the Services are provided by remote delivery resources (not on Your work premises) or delivery resources on-site at Your work premises.
 - c. Any other Services not expressly identified herein are considered out of scope.

Oracle Performance Tuning and Benchmarking Service

Service Offering	Part #
Oracle Performance Tuning and Benchmarking Service - Local/Remote Delivery	B75919 -Retired
Oracle Performance Tuning and Benchmarking Service - Local Delivery	B77668 -Retired

Description of Services

1. On a quarterly basis, Oracle will review the performance of one (1) of Your Oracle databases to identify issues that may impact the performance of Your Oracle database and conduct performance tuning and benchmarking activities, as defined below, for improving the performance of Your Oracle database (collectively, the “Service”). The Service is comprised of the following tasks:
 - a. Conduct a preliminary meeting and orientation;
 - b. Provide the Service questionnaire (the “Questionnaire”) to be completed by You;
 - c. Provide access to the Customer Portal (defined below) to access to the quarterly Assessments (defined below), reports and recommendations as part of the Service;
 - d. On a quarterly basis, Oracle will perform the following:
 - i. Collect data regarding Your Oracle database configuration and database performance for up to seven (7) days;
 - ii. Analyze the collected data and Your answers to the Questionnaire (the “Assessment”);
 - iii. Based upon the Assessment, Oracle will:
 - 1) Provide a report that contains the analysis and recommendations to address performance issues that may affect the performance of the Oracle database (the “Assessment Report”), which will be made available to You through the Customer Portal;
 - 2) Identify up to fifteen (15) performance metrics (e.g., CPU utilization, space usage, database memory structures) (collectively the “Metrics”) to be monitored for deviations from the Threshold Values (as defined below);
 - 3) Conduct a meeting with You to review the Assessment Report and the Metrics;
 - 4) Identify the current level of performance of Your Oracle database on the Metrics (the “Performance Baseline”) and identify the upper and lower boundary of the performance baseline (the “Threshold Values”) for the Metrics;
 - 5) Monitor the Metrics for deviations from the Threshold Values;
 - 6) Provide a report that contains an analysis of the monitored Metrics, which will be made available to You through the Customer Portal; and
 - 7) Provide up to three (3) days per quarter to perform tuning tasks based upon the recommendations from the Assessment Report, tune the Performance Baseline and/or tune other performance issues related to the performance of Your Oracle database.
 - e. Conduct a final meeting to review the Service.

Oracle Advanced Support Gateway Portal

The Oracle Advanced Support Gateway Portal (“Customer Portal”) is a Web-based interface hosted on the OASG behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the OASG.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Complete the Questionnaire and identify the Oracle database on which the Service will be performed within five (5) business days after the preliminary meeting.
- b. Provide, on a quarterly basis, information about any planned updates to Your Oracle database (e.g., additional users, database configuration modifications, etc.) that will affect the identified performance metrics being monitored by Oracle.
- c. Prior to the commencement of tuning Services, You and Oracle will mutually agree upon the specific tuning activities to be performed.

2. Assumptions

- a. An Oracle Technical Account Manager (“TAM”) will be assigned to You as Your primary contact.
- b. All communication (oral, written, and electronic) associated with the delivery of the Service is only provided in English.
- c. The Assessments, reports and recommendations are available to You through the Customer Portal.
- d. Oracle will provide the Service using Oracle tools and systems including tools for collecting, managing, updating, and presenting information.
- e. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
- f. Tuning Assumptions
 - i. The following activities are excluded from the Service:
 - 1) Tuning of applications, middleware and/or third (3rd) party products; and
 - 2) Testing of any tuning Services performed by Oracle.
- g.** Oracle’s performance of tuning Services is limited to three (3) days of Service per quarter (as measured from the ordering document effective date). Any portion of the person days that are not used prior to the applicable quarter will be automatically forfeited by You on such date, with no further action required of either party, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the of the days of Services. You may purchase additional tuning Services under a separate order.

Oracle Platform Provisioning and Readiness Pack

Service Offering	Retired Part #
Oracle Platform Provisioning and Readiness Pack	B82636
Oracle Platform Provisioning and Readiness Pack for Systems	B82639
ACS Supplemental Resource for Software Days	B76416
ACS Supplemental Resource for Systems Days	B76417

Description of Services

Oracle will perform the services below to design, install and configure the Oracle Products set forth in the OPE section of Your Fixed Scope Services Exhibit (collectively, the “Services”).

1. Core Pack Services

The Oracle Platform Provisioning and Readiness Pack or the Oracle Platform Provisioning and Readiness Pack for Systems (whichever Pack appears on Your order) includes the following services, which are defined at a different location within this document and can be viewed using the corresponding links below:

- a. [Oracle Supportability Planning and Site Survey Support](#)
- b. Oracle Standard System Installation (only one of the following shall apply to Your order)
 - i. Oracle Standard System Installation ("OSS") Basic
 - ii. Oracle Standard System Installation ("OSS") with Site Audit
 - iii. Oracle Standard System Installation ("OSS") without Site Audit
- c. [Oracle Standard Software Installation and Configuration](#)

2. Optional Services

One or more of the following services may have been added to Your order with the Oracle Platform Provisioning and Readiness Pack or the Oracle Platform Provisioning and Readiness Pack for Systems. If included in Your order, Oracle will provide the applicable services, which are defined at a different location within this document and can be viewed using the corresponding links below.

- a. [Oracle Advanced Support Knowledge Workshop](#)
- b. [Oracle Preproduction Readiness Review](#)
- c. [Oracle Go-Live Support](#)
- d. [Oracle High Availability Review and Recommendations](#)

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 Platform Provisioning and Readiness Pack, up to the maximum number of days¹ per resource role as set forth in Your order. Oracle Pack Governance

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 shall provide the following governance services:

- e. Conduct a preliminary meeting and orientation;

- f. Prepare and maintain a Service delivery plan;
- g. Prepare and provide Service delivery plan progress reports; and
- h. Conduct a final meeting to provide a Service summary and review with You the documentation created during the delivery of Services.

Oracle Priority Support for Hotel and Food and Beverage – Agent

Service Offering	Part #
Oracle Priority Support for Hotel and Food and Beverage Software - Agent	B90549 -Retired

Description of Services

1. Support Delivery Management

An Oracle Technical Account Manager (“TAM”) will be assigned to You as a designated agent acting at the request of and on behalf of an Oracle customer(s) that purchases Oracle Priority Support for Hotel and Food and Beverage Services - Customer (“OPS-HFB Services Customer”) (You may also be referred to as “Agent”) for the duration of the Services set forth in Your order. The TAM will serve as Your primary contact for the administration of the Oracle Priority Support for Hotel and Food and Beverage as set forth herein (the “OPS-HFB Services”) and will communicate with You and the Agent Contacts (defined below) in a local language. The TAM will provide and/or assist You and the Agent Contacts with the following:

- a. Prepare and maintain quarterly service delivery progress reports;
- b. Assist with the documentation of Your authorized technical contact details (for up to a maximum of five (5) individuals) who will work directly with the TAM at Your direction and on behalf of the OPS-HFB Services Customer (“Agent Contact” or “Agent Contacts”);
- c. Assist You and the Agent Contacts with Oracle’s escalation procedures for such Agent Contacts (“Agent Contacts and Escalation Guide”);
- d. Provide the Agent Contacts with access to a OPS-HFB Services customer-specific web portal;
- e. Conduct an orientation for the Agent Contacts;
- f. Conduct a delivery planning session;
- g. Maintain the service delivery plan;
- h. Perform quarterly service delivery plan reviews;
- i. Maintain the Agent Contacts and Escalation Guide;
- j. Review all Oracle Support Services activity, including service request (“SR”) activity in connection with individual SRs logged by or on behalf of the OPS-HFB Services Customer. The review may consist of status reports, next steps, if any, and a review of the SR priorities;
- k. Serve as the point of contact for Severity 1 and mutually agreed upon Severity 2 SRs as defined in the Oracle Technical Support Policies located at: <https://www.oracle.com/support/policies.html> (collectively, “Critical SRs”). The TAM will provide assistance in managing Critical SRs as follows:
 - i. Critical SR management and escalation;
 - ii. Communicate the status of Critical SRs to the Agent Contacts; and
 - iii. Facilitate communications between Oracle and the Agent Contacts.
- l. Facilitate the Agent Contacts' access to monthly web conference sessions delivered in English featuring Oracle products.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply to You, Your Agent, or Your Agent's Contacts, in addition to the obligations in the Policies:

- a. Acknowledge that if Oracle's cost of providing the OPS-HFB Services is increased because of Your, Your Agent's, or the Agent Contacts' failure to meet the cooperation listed in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs and to indemnify and hold Oracle harmless from all claims and liabilities related to the failure to meet the cooperation.
- b. Designate up to a maximum of five (5) Agent Contacts and identify each by individual name, phone number, e-mail address and other appropriate contact methods. Only Your Agent Contacts may communicate with Oracle regarding the delivery of the OPS-HFB Services on behalf of the OPS-HFB Services Customer(s).
- c. Assist Oracle with maintaining the joint Agent Contacts and Escalation Guide.
- d. Comply and ensure that the Agent Contacts comply with the terms and conditions of the Master Agreement, the applicable order, and this Service Description.
- e. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the OPS-HFB Services.
- f. Promptly update Oracle with respect to business and technology changes or events that may impact the OPS-HFB Services (e.g., configuration changes, implementation of new business functionality, modifications to Your change control policies, etc.).
- g. You shall be responsible for Your security policies, Your approvals, and all testing and validation.
- h. The aggregate spend for the OPS-HFB Services Customers that designate You as their agent must be at least Forty Thousand US Dollars (US \$40,000) annually ("Minimum Aggregate Spend") or You agree to pay Oracle the difference between the actual aggregate spend and the Minimum Aggregate Spend upon receipt of an invoice from Oracle.

2. Assumptions

- a. Oracle will not be responsible for any deficiency in performing the OPS-HFB Services if such deficiency results from Your, Your Agent's, or Your Agent Contacts' failure to provide full cooperation, and Oracle may terminate the Services for Your Agent's and/or the Agent Contacts' failure to comply with the cooperation set forth in the Policies and this service description.
- b. The OPS-HFB Services shall be provided by remote delivery resources only, and not at Your site or the OPS-HFB Services Customer site.
- c. Oracle may provide OPS-HFB Services by telephone, via a customer-specific web portal (if ordered), and/or via electronic communication.
- d. OPS-HFB Services may not be available for all Oracle programs.
- e. Any other services not expressly identified herein are considered out of scope.

Oracle Priority Support for Hotel and Food and Beverage – Customer

Service Offering	Part #
Oracle Priority Support for Hotel and Food and Beverage Hardware - Customer	B90554 Retired
Oracle Priority Support for Hotel and Food and Beverage Software - Customer	B90548 Retired

Description of Services

Oracle Priority Support for Hotel and Food and Beverage Hardware and Oracle Priority Support for Hotel and Food and Beverage Software consist of:

1. Service Request (“SR”) Prioritization

- a. Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers that have not purchased Oracle Priority Support for Hotel and Food and Beverage Hardware or Oracle Priority Support for Hotel Food and Beverage Software as set forth herein (the “OPS-HFB Services”). Oracle will make reasonable efforts to respond to your SRs using the following guidelines (“Service Request Response Guidelines”):

Severity Level	Response Time	Time to Update or Resolution
Severity 1	90% within 5 minutes	1 local business hour
Severity 2	90% within 2 local business hours	6 local business hours
Severity 3	90% within 8 local business hours	24 local business hours
Severity 4	90% within 24 local business hours	48 local business hours

- b. Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
- c. Oracle will prioritize the repair of product defects encountered during the resolution of SRs.

2. Support Delivery Management

An Oracle Technical Account Manager (“TAM”) will be assigned to your designated agent (“Agent”) during the term of the OPS-HFB Services. The TAM will serve as your Agent’s primary contact for the administration of the OPS-HFB Services and will communicate with your Agent in English. The TAM will provide and/or assist your Agent with the following support services:

- a. Prepare and maintain quarterly service delivery progress reports;
- b. Review all Oracle Support Services activity in connection with individual SRs logged by you or on your behalf by your Agent. The review may consist of status reports, next steps, if any, and a review of your SR priorities;
- c. Serve as your Agent's point of contact for Severity 1 and mutually agreed upon Severity 2 SRs as defined in the Oracle Technical Support Policies located at: <https://www.oracle.com/support/policies.html> (collectively, “Critical SRs”). The TAM will provide assistance in managing Critical SRs as follows:
 - i. Manage and escalate your Critical SRs;
 - ii. Communicate the status of your Critical SRs to the contacts designated by your Agent to act on behalf of you and the Agent (the “Agent Contacts”); and
 - iii. Facilitate communications between Oracle and your Agent Contacts.

- d. Facilitate the Agent Contacts' access to monthly web conference sessions delivered in English featuring Oracle Services.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply to You, Your Agent, or Your Agent's Contacts, in addition to the obligations in the Policies:

- a. Acknowledge that if Oracle's cost of providing the OPS-HFB Services is increased because of Your or Your Agent's or the Agent Contacts' failure to meet the cooperation listed in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs and to indemnify and hold Oracle harmless from all claims, damages and liabilities related to the failure to meet the cooperation.
- b. Maintain the properly configured software and hardware/operating system platform to support the OPS-HFB Services.
- c. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- d. If you purchase OPS-HFB Services for hardware systems, maintain a current Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems contract for all of your hardware systems.
- e. Comply, and ensure that Your Agent and the Agent Contacts comply, with the terms and conditions of the Master Agreement, the applicable order, and this Service Description.
- f. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the OPS-HFB Services.
- g. Promptly update Oracle with respect to business and technology changes or events that may impact the OPS-HFB Services (e.g., configuration changes, implementation of new business functionality, modifications to your change control policies, etc.).
- h. Be responsible for your security policies, your approvals, and all testing and validation.
- i. Purchase the OPS-HFB Services for all Oracle programs for all quantities identified in Your orders. If at any time You order additional Oracle programs for which the OPS-HFB Services are available, You are required to purchase additional OPS-HFB Services for such Oracle programs.

2. Assumptions

- a. Oracle will not be responsible for any deficiency in performing the OPS-HFB Services if such deficiency results from your or your Agent's or the Agent Contacts' failure to provide full cooperation, and Oracle may terminate the Services for your Agent's and/or the Agent Contacts' failure to comply with the cooperation set forth in this Section 2.
- b. The OPS-HFB Services shall be provided by remote delivery resources only and not at your site.
- c. Oracle may provide OPS-HFB Services by telephone, via a customer-specific web portal (if ordered), and/or via electronic communication.
- d. OPS-HFB Services may not be available for all Oracle programs.
- e.** Any other services not expressly identified herein are considered out of scope.

Oracle Retail Store Close Support

Service Offering	Retired Part #
Oracle Retail Store Support Base Fee	B91894
Oracle Retail Store Close Support	B91896

Description of Services

Oracle will provide the following services (the “RSCS Services”) for Oracle Retail Xstore Point-of-Service (the “Xstore POS”).

1. Service Delivery Management

Oracle will assign a Technical Account Manager (“TAM”) to You for the duration of the RSCS Services who will provide the following:

- a. Conduct a preliminary meeting and orientation with You to review the RSCS Services.
- b. Document contact details for up to four (4) Users with administrator privileges assigned by You to function as primary points of contact (“Key Contacts”) to coordinate with the TAM.
- c. Coordinate delivery of the RSCS Services.
- d. Review service requests (“SRs”) logged by Oracle on Your behalf.
- e. Provide You with trending reports that identify recommended actions to remediate recurring Close Events (defined below), either on a monthly basis, or more frequently as deemed necessary by Oracle, in an effort to reduce the frequency of recurring Close Events.
- f. Prepare and provide to You quarterly RSCS Services delivery progress reports.

2. Retail Store Close Support

Oracle will monitor Xstore POS and perform the following in an effort to address errors that may impact Your store closing and polling process.

- a. Setup and configure the Xstore POS monitoring process.
- b. Review the monitoring exception report created on a daily basis to identify closing and polling errors (each error, a “Close Event”).
- c. Create one SR per day to document the following:
 - i. Close Events that were remediated by Oracle, including completed steps and actions.
 - ii. A list of Close Events that could not be remediated and require further collaboration with You to diagnose the issue
- d. Work with You to further diagnose Close Events that could not be remediated and require further action.
- e. Email a daily Close Event summary report to the email address designated by You.

Oracle reserves the right to disable polling for Close Events if You fail to implement Oracle-recommended actions within seven (7) calendar days.

Out of Scope

RSCS Services do not include any service not expressly identified in this Service Description, including but not limited to:

1. Deployment of new business functionality;
2. Assistance with creating custom code, building or testing extensions, enhancements, modifications, localizations or interfaces;
3. Updates or patches to Xstore POS;
4. Configuration or training of third party applications;
5. Physical Hardware Installation; or
6. Network Troubleshooting

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

1. Maintain the properly configured software and hardware/operating system platform to support the RSCS Services.
2. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this Service Description.
3. 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 RSCS Services.
4. Limit Oracle's access to production environments or shared development environments to the extent necessary for Oracle to perform the RSCS Services.
5. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of RSCS Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of the RSCS Services.
6. Provide and/or support all third-party software in connection with the provision of the RSCS Services.
7. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which the RSCS Services are to be performed, including, without limitation, the serial number for the hardware system(s).
8. 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 RSCS Services, prior to the commencement of the RSCS Services.
9. Prior to the commencement of the RSCS Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the RSCS Services.
10. In the event that there is a change to the RSCS Services such that Oracle employees will be required to perform the RSCS Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
11. Provide Oracle with a designated email address to which the daily Close Event summary report will be sent.

12. Work with Oracle to diagnose identified Close Events that could not be remediated and require further action to address SR resolution, including, but not limited to, data collection, initiation of the Xstore POS polling process and retrieval and processing of pospoll files.
13. Implement Oracle-recommended actions to remediate Close Events within seven (7) calendar days.

Assumptions

1. Your renewal fee for the RSCS Services will be based on the pricing policies in effect at the time of renewal.
2. RSCS Services will be provided by remote resources.

Oracle Retail Store Open Support

Service Offering	Retired Part #
Oracle Retail Store Support Base Fee	B91894
Oracle Retail Store Open Support	B91895

Description of Services

Oracle will provide the following services (the “RSOS Services”) for Your Oracle Retail Xstore Point-of-Service (“Xstore POS”).

1. Service Delivery Management

Oracle will assign a Technical Account Manager (“TAM”) to You for the duration of the RSOS Services who will provide the following:

- a. Conduct a preliminary meeting and orientation with You to review the RSOS Services.
- b. Document contact details for up to four (4) Users with administrator privileges assigned by You to function as primary points of contact (“Key Contacts”) to coordinate with the TAM.
- c. Coordinate delivery of the RSOS Services.
- d. Review Service Requests (“SRs”) logged by Oracle on Your behalf.
- e. Provide You with trending reports that identify recommended actions to remediate recurring Startup Events (defined below), either on a monthly basis, or more frequently as deemed necessary by Oracle, in an effort to reduce the frequency of recurring Startup Events.
- f. Prepare and provide to You quarterly RSOS delivery progress reports.

2. Retail Store Open Support

Oracle will monitor Xstore POS and perform the following in an effort to address errors that may impact Your store startup process:

- a. Setup and configure the Xstore POS monitoring process.
- b. Review the monitoring exception report on a daily basis to identify post-polling errors, Xstore POS startup errors, and environment startup errors (each error, a “Startup Event”).
- c. Attempt to remediate Startup Events.
- d. Create one SR per day to document the following:
 - i. Startup Events that were remediated by Oracle, including completed steps and actions.
 - ii. A list of Startup Events that could not be remediated and require further collaboration with You to diagnose the issue.
- e. Work with You to further diagnose Startup Events that could not be remediated and require further action.
- f. Email a daily Startup Event summary report to the email address designated by You.

Oracle reserves the right to disable polling for recurring Startup Events if You fail to implement Oracle recommended actions within seven (7) calendar days.

Out of Scope

RSOS Services do not include any service not expressly identified in this Service Description, including but not limited to, the following:

1. Deployment of new business functionality;
2. Assistance with creating custom code, building or testing extensions, enhancements, modifications, localizations or interfaces;
3. Updates or patches to Xstore POS applications;
4. Physical hardware installation; or
5. Network troubleshooting.

Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

1. Maintain the properly configured software and hardware/operating system platform to support the RSOS Services.
2. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this Service Description.
3. 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 RSOS Services.
4. Limit Oracle's access to production environments or shared development environments to the extent necessary for Oracle to perform the RSOS Services.
5. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for delivery of the RSOS Services upon Oracle's request and in no event later than fourteen (14) days after the cessation of the RSOS Services.
6. Provide and/or support all third-party software in connection with the provision of the RSOS Services.
7. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which the RSOS Services are to be performed, including, without limitation, the serial number for the hardware system(s).
8. 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 RSOS Services, prior to the commencement of the RSOS Services.
9. Prior to the commencement of the Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the RSOS Services.
10. In the event that there is a change to the RSOS Services such that Oracle employees will be required to perform the Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

11. Provide required private and public-facing network access, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to Oracle.
12. Provide Oracle with a designated email address to which the daily Startup Event summary report will be sent.
13. Work with Oracle to diagnose Startup Events that could not be remediated and require further action, such as data collection or initiation of the Xstore POS startup process.
14. Implement Oracle recommended actions to remediate Startup Events within seven (7) calendar days.

Assumptions

1. Your renewal fee for the RSOS Services will be based on the pricing policies in effect at the time of renewal.
2. RSOS Services will be provided by remote resources.

Oracle Solution Support Center Connected (“SSCC”)

Service Offering	Part #
Oracle Solution Support Center Connected (B85843)	Retired
ACS Supplemental Resource for Software Days	Retired
ACS Supplemental Resource for Systems Days	Retired

Description of Services

1. Support Delivery Management

A Technical Account Manager (“TAM”) will be assigned to You, as Your primary contact for the Services, during the hours specified in Your order. Your TAM shall provide and/or assist with the following Services:

- a. Prepare and maintain a service delivery plan;
- b. Document the contact details for key Oracle contacts, Your technical contacts for Oracle Premier Support, and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”);
- c. Document the technical specifications of Your Annual Services Oracle Product Environment (“Environment and Configuration Guide”);
- d. Prepare and provide quarterly service delivery plan progress reports;
- e. Provide access to a customer-specific web portal;
- f. Assist with conducting an orientation for Your Customer Contacts;
- g. Assist with conducting a delivery planning session and maintaining the service delivery plan;
- h. Assist with conducting quarterly service delivery plan reviews;
- i. Assist with reviewing all applicable Oracle Support Services activity related to the items identified in the OPE, including service request (“SR”) activity in connection with individual SRs logged by Your Customer Contacts. The review may consist of status reports, next steps, if any, and review of Your SR priorities;
- j. Assist with SR management, prioritization and escalation;
- k. Assist with communicating the status of Your SR(s) to Your Customer Contact(s), as requested;
- l. Assist with facilitating communications between Oracle and Your Customer Contacts; and
- m. Assist with maintaining the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

2. Assistance on Service Requests

- a. An Oracle Advanced Support Engineer (“ASE”) will be assigned to You during the hours specified in Your order. A dedicated toll-free telephone number will be assigned to You. You may contact the ASE via this dedicated toll-free telephone number. The designated ASE will respond to all Severity 1 and mutually agreed upon Severity 2 SRs placed during business hours. Issues that arise during non-business hours will be addressed the next business day, except for Severity 1 issues, which are immediately forwarded to Your ASE. The current definition of Oracle’s Severity Levels is available in the applicable Oracle

Technical Support Policies which may be accessed at <http://www.oracle.com/support/policies.html>.

b. Critical Service Requests

For products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide, the TAM and ASE are the designated points of contact for Severity 1 and mutually agreed upon Severity 2 SRs, collectively (“critical SRs”) and shall provide the following support Services for the quantity of Full Coverage Units defined in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis;
- ii. Assist with issue identification and issue reproduction;
- iii. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue;
- iv. Assist with potential workarounds;
- v. Provide guidance to implement the recommendations documented in the SR;
- vi. Assist with testing prior to production implementation of any recommendations;
- vii. Conduct root cause analysis of Severity 1 incidents;
- viii. Extract data from a downed database and attempt a recovery for Oracle databases within the OPE;
- ix. Provide advice and recommendations regarding the operation, configuration and use of the applicable Oracle Support Services tools for Your Oracle products in the OPE section of the Annual Services Exhibit; and
- x. Notify You of Oracle alerts, releases, firmware updates and patches related to Your Oracle products in the OPE section of the Annual Services Exhibit, including critical patch updates.

c. Critical Reactive Service Requests

If Your order contains products identified in the OPE section of the Annual Services Exhibit and documented in Your Environment and Configuration Guide as Critical Reactive units as defined in the Annual Services Exhibit, Oracle will assist You with technical issues and shall provide the following Services for the quantity of Critical Reactive units identified in the OPE section of the Annual Services Exhibit:

- i. Conduct SR analysis;
- ii. Assist with issue identification and issue reproduction;
- iii. Assist with constructing a reproducible test case required by Oracle Support Services to address an SR and help determine a workaround for the issue; and
- iv. Assist with potential workarounds.

3. Standby Coverage

Upon Your request to Your TAM, Oracle will provide technical standby coverage for non-Severity 1 issues (e.g., software upgrade, patch set applications, data purge) by Your primary ASE or designee for up to twenty-four (24) consecutive hours in the quantity defined in the OPE section of the Annual Services Exhibit.

4. SR Prioritization

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 (“SR Response Guidelines”): ☒

- a. 90% of Severity 1 SRs within twenty (20) minutes (available 24x7);
- b. 90% of Severity 2 SRs within two (2) 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.

5. Advanced Database Support

Oracle will provide the following Services (Advanced Database Support (“ADS”)) for the databases running on the quantity of ACS processor cores identified in the OPE section of the Annual Services Exhibit. Oracle will provide the following for the initiation of the Services:

- a. Online ADS activation questionnaire (“Questionnaire”);
- b. ACS Gateway (defined below) installation and setup process instructions;
- c. Oracle’s fault notification process documentation;
- d. SR process documentation; and
- e. Customer Portal (defined below) use and functionality documentation.

6. Fault Management

Oracle will monitor the Oracle databases identified in the OPE section of the Annual Services Exhibit twenty-four (24) hours per day, seven (7) days a week (“24x7”) to identify nonstandard activity (“Event”). Each detected Event that results in an actual unplanned interruption or immediate material reduction in quality of performance of the Oracle database(s) is referred to as a Fault. Oracle will determine the tools and criteria used to determine whether an Event constitutes a Fault.

- a. For each Fault, the Oracle will:
 - i. Categorize the Fault based upon the definitions of severity in Oracle’s technical support policies, which are available at:
<http://www.oracle.com/us/support/policies/index.html>;
 - ii. Gather available applicable diagnostic information pertaining to the Fault;
 - iii. Provide You with a Fault notification e-mail for each automated service request (“ASR”). Oracle will use commercially reasonable efforts to provide the Fault notification email within fifteen (15) minutes of Oracle’s detection of the Fault. The fifteen minutes commences upon the detection of the Fault by the Oracle fault monitoring tools and ends when Oracle sends You the Fault notification e-mail; and
 - iv. Create an ASR with My Oracle Support (“MOS”), which includes the available applicable diagnostic information. Oracle will use commercially reasonable efforts to create the ASR within fifteen (15) minutes of Oracle sending the Fault notification e-mail.
- b. In the event You submit a severity 1 SR, based upon the definitions of severity in Oracle’s technical support policies, for a database in the OPE section of the Annual Services Exhibit, Oracle will use commercially reasonable efforts to provide an initial response through MOS within twenty (20) minutes of Your SR submittal.

7. Reporting

Oracle will provide standardized database reports via the Customer Portal for the databases in the OPE section of the Annual Services Exhibit. Oracle will determine the contents of the reports which may include the following:

- a. Oracle Database Security Compliance Report. Oracle will provide summary and detail reports comparing Your database configurations, database directory and file permissions and database user access to Oracle's configuration recommendations.
- b. Oracle Database Patch Advisory Report. Oracle will provide a summary and detailed report identifying the patch set update(s) ("PSU")s available for the databases in the OPE section of the Annual Services Exhibit.
- c. Oracle Database Status Report. Oracle will provide information concerning the status of the databases in the OPE section of the Annual Services Exhibit (e.g., current up/down status, cluster/single instance, version number).
- d. Oracle Database ASR Report. Oracle will provide a summary of opened ASRs for each database in the OPE section of the Annual Services Exhibit.
- e. Oracle Database Health-check Report. Oracle will provide information about potential database configuration setting issues and scalability attributes as well as suggested remediation actions.

8. Patch Management

If Your order contains Patch Management, Oracle will perform the following Services for the quantity of ACS – Oracle HOMES identified in the OPE section of the Annual Services Exhibit:

- a. Perform a patch assessment;
- b. Create a patch installation plan;
- c. If necessary, prior to installing the PSU(s), Oracle will provide a standard test/back-out plan example, and both You and Oracle will agree, in writing, on the test/back-out plan;
- d. Oracle will install the PSU(s) during an agreed upon window; and
- e. Provide oversight and escalation management for each patch installment activity.

Supplemental Resources

If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of Solution Support Center Connected services, up to the maximum number of days¹ per resource role as set forth in Your order.

Oracle Advanced Support Gateway Portal

The Oracle Advanced Support Gateway Portal ("Customer Portal") is a Web-based interface hosted on the OASG, behind Your firewall and is accessible by You and authorized Oracle Support engineers. It is used by You to interact with the ACS service(s) enabled on the OASG.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Restore service, including, for example, reconfiguring applications or reloading or restarting application software.

- b. Ensure You are running Oracle Database 11g or higher in order to receive the Services.
- c. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of Your Customer Contacts.
- d. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- e. Assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
- f. If requested by Oracle, provide a test environment and, if applicable, a non-customized code test environment for Oracle applications, for testing patches and troubleshooting issues.
- g. Prior to the commencement of Services, return the completed Questionnaire.
- h. Acknowledge that Your prompt return of the completed Questionnaire is a prerequisite to Oracle's performance of the Services.
- i. Maintain Oracle Premier Support for Systems for the dedicated hardware component of the ACS Gateway and the Oracle systems running the Oracle database(s), if applicable and as described here: <http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf>.
- j. Prior to the commencement of Services, install and configure the ACS Gateway in Your datacenter on Your network and start the Services initiation process.
- k. Provide required private and public-facing Internet Protocol ("IP") addresses, proper firewall settings, required predefined ports, and appropriate inbound and continuous outbound connectivity to the ACS Gateway.
- l. If You have chosen to enable the remote access control feature of the ACS Gateway:
 - i. Use commercially reasonable efforts to immediately grant Oracle access to the ACS Gateway when requested by Oracle to allow Oracle to resolve incidents or security vulnerabilities associated with the ACS Gateway; and
 - ii. At least monthly, mutually agree with Oracle on a window of access to the ACS Gateway sufficient for Oracle to proactively patch the ACS Gateway and make any configuration changes appropriate for Oracle to deliver the Services.
- m. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the ACS Gateway.
- n. Identify the database(s) described in section A.6. (Fault Management) above via the Customer Portal.
- o. Change the default Customer Portal password.
- p. Via the Customer Portal, maintain current contact and email information.
- q. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.
- r. Follow the SR escalation process documented on MOS (i.e., "How To Request Management Attention to a Service Request (SR) with Oracle Support Services (ID 199389.1)).
- s. Create a blackout in the actions field within the Customer Portal during key system change(s) initiated by You so that ASRs are not initiated automatically as a result of faults caused by key systems change(s).

t. Patch Management Specific Cooperation

If Your order contains Patch Management:

- i. Ensure You are running Oracle Database 11gR2 or higher, in order to receive the Services;
- ii. Schedule patch installation(s) via the Customer Portal;
- iii. Provide installation and back out instructions that were created and tested in Your nonproduction environment for the patch installations; and
- iv. Test all patch installations in Your nonproduction environment.

2. Assumptions

- a. Only Customer Contacts may communicate with Oracle regarding the delivery of the Services or deliverables, if any.
- b. All communication (oral, written, and electronic) associated with the delivery of the Service is only provided in English.
- c. Any delays in the prompt return of the Questionnaire may delay the performance of the Services.
- d. Oracle shall limit Your access to functionality contained within the ACS Gateway in order to perform the Services.
- e. Subject to hardware system capacity limits, any number of Oracle databases may be fault monitored on the hardware system(s) associated with the ACS processor cores identified in the OPE section of the Annual Services Exhibit.
- f. Oracle Database Security Compliance Reporting Assumption
- g. Database security compliance reports provided by Oracle may contain security related information regarding the Oracle databases identified in the OPE section of the Annual Services Exhibit. While you may use such reports for informational purposes to assist you in your submission of security content for any of your internal or external reporting, the security reports provided hereunder are not certifications or attestations and are provided for your internal business operations only. Oracle makes no representations about the security of your systems or equipment.
- h. Patch Management Assumptions.
 - i. Upon the commencement of Patch Management, You and Oracle will agree upon the PSU appropriate for Your environment which shall be either the most current PSU or its immediate predecessor applicable to Your version of the Oracle database(s) identified in the OPE section of the Annual Services Exhibit;
 - ii. PSU deployment will be performed first in Your non-production environment(s). Oracle will validate that the environment(s) is accessible to You for Your testing prior to promotion to production. Prior to the promotion of the patch to production, a valid backup must be performed by You if backups are under Your control;
 - iii. Patch Management does not include testing of patch installations for customer-specific configurations;
 - iv. Oracle will not install patches designated as, or determined by Oracle to be, “release” or “version” patches; and

- v. The deployment of PSUs may impact the performance of the databases identified in the OPE section of the Annual Services Exhibit.

Oracle Transition Services

Description of Services

Oracle will transition Your existing Oracle environment (the “Source Environment”) to Your Oracle destination environment (the “Destination Environment”) in accordance with either (i) Attachment A of the exhibit, or (ii) the table below for systems, as applicable, (each collectively referred to as the “Transition Services”):

Service Name	Part Number	Source Environment	
Oracle Transition Service: Local/Remote Delivery (Oracle Database, up to 5 db, total maximum 25TB)	Retired	Up to five (5) Oracle Databases	Up to 25 TB
Oracle Transition Service: Local/Remote Delivery (Oracle Database, up to 2 db, total maximum 4TB)	Retired	Up to two (2) Oracle Databases	Up to 4 TB
Oracle Transition Service: All Local Delivery (Data Transfer, up to 10 LUNS, total maximum 50TB)	Retired	Up to one (1) storage device and up to ten (10) logical unit numbers (“LUNS”)	Up to 50 TB

As part of the Transition Services Oracle will perform the following activities:

1. Assign an Oracle Technical Account Manager (“TAM”) as Your primary contact for the Transition Services.
2. Conduct a preliminary meeting and orientation.
3. Assist You with the installation and setup of the ACS Gateway (as defined below) and data collectors.
4. Collect and maintain configuration data that identifies all of Your Oracle components (the “Configuration Items”) included in the Transition Services.
5. Assist You with identifying Your business requirements for the Transition Services.
6. Conduct pre-transition analysis to identify database options, object types and counts, invalid objects, table sizes, parameter settings, CPU, memory, data storage, system capacity (as applicable) and plan the transition approach.
7. Review and evaluate whether the transition can be performed in accordance with Your business requirements and recommend modifications as required to facilitate the transition in accordance with Your business requirements.
8. Create a service delivery plan that may include change management processes, maintenance windows, complexity and business requirements of the systems, software versions, security requirements, and organizational boundaries (the “Service Delivery Plan”).
9. Conduct test runs of the Configuration Items in Your Destination Environment.
10. Validate the transitioned Configuration Items in Your Destination Environment and record the associated transition duration.

11. Conduct one (1) transition from Your Source Environment to Your Destination Environment.
12. Provide monitoring of the Destination Environment over a contiguous 48 hour period during the transition.
13. Provide a transition summary report that documents statistical information about the transition.
14. Conduct a final meeting to review the transition summary report.

Oracle Advanced Support Gateway

ACS Services may be delivered utilizing a gateway. A gateway is the computing platform, consisting of the Oracle Advanced Support Gateway software available on [My Oracle Support](#) (“MOS”) and a physical or virtual hardware platform or an Oracle Public Cloud (“OPC”) instance, which hosts Oracle’s tools, for collecting, managing, updating and presenting information (“ACS Gateway”). Oracle’s minimum hardware requirements for the ACS Gateway are available at <http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf>.

Oracle will provide the necessary software and instructions to install the ACS Gateway or You may provide Oracle remote access to install the ACS Gateway on Your behalf. You will ensure the ACS Gateway (i) has sufficient rack and floor space, air conditioning, electrical power, Internet connectivity, and (ii) is correctly located within Your local-area network and wide-area network environments(s) (as agreed to with Oracle) and attached to Your network, to physically rack, stack and power-up. Once the ACS Gateway is installed, Oracle will deploy additional software on the ACS Gateway which will be used to deliver Your Services. If utilized, the ACS Gateway must be fully installed, connected and operational in order for You to receive the Services. Oracle retains all rights, title and interest to the Oracle supplied ACS Gateway. Oracle retains the right to update and/or replace the ACS Gateway at any time during the performance of the Services.

The Oracle Advanced Support Portal (“Central Portal”) is a Web-based interface hosted by Oracle in an Oracle datacenter. It is used for configuring and maintaining the Configuration Management Database (“CMDB”), managing monitoring events, handling change requests and documenting Your requests. It is accessible by You and authorized Oracle Support engineers.

Your Cooperation and Assumptions

1. Your Cooperation

Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- a. Designate a project manager who will be solely responsible for, and make all decisions in connection with, project management associated with this Service Description.
- b. Provide Your recovery time objectives, post transition testing plans, and change management process requirements.
- c. Provide systems resources required to conduct the transition, such as disk space, CPU, network capacity, and system capacity.
- d. Install systems in the Source Environment and Destination Environment, as applicable.
- e. Provide a server or virtual machine that meets Oracle’s minimum requirements and install the ACS Gateway software application and data collectors, as applicable.
- f. Provide adequate capacity on the Source Environment and Destination Environment to accommodate the transition.

- g. Prior to commencement of the transition, review and confirm the Service Delivery Plan created by Oracle.
- h. Acknowledge that Your failure to implement Oracle's recommendations may result in Oracle's inability to perform the transition. In the event that Oracle is unable to perform the transition, Oracle will prepare an amendment to document the change in the Transition Services and any associated increase in fees, if any, resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate the Transition Services.
- i. Install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Configuration Items as required for the Transition Services.
- j. Provide Oracle with serial numbers and/or other identification an entitlement information for the Configuration Items as required by Oracle.
- k. Correct any invalid data elements and/or update Your applications to work with new versions or features resulting from the transition.
- l. Enable and test new features and/or options resulting from the transition.
- m. Allow Oracle to install software tools on the Source Environment and Destination Environment as required for the delivery of the Transition Services.
- n. Validate the Destination Environment upon completion of the transition.
- o. Conduct performance, functional and acceptance testing for any dependent applications that may be affected by the transition.
- p. Determine and provide the appropriate classification, security, and control levels for Your Content to protect the confidentiality, integrity, and availability of Your Content. You are responsible for any required notices, consents and/or authorizations related to Your Content necessary for Oracle to deliver the Transition Services.
- q. If Your order contains Oracle Transition Services: All Local Delivery:
 - vi. Provide Oracle access to Your Configuration Items, twenty four (24) hours a day, seven (7) days a week throughout the duration of the Transition Services.
 - vii. Ensure that Your network and systems comply with specifications that Oracle provides and that all components are monitored and patched.
- r. If Your order contains Oracle Transition Services: Local/Remote or All Remote Delivery:
 - viii. Provide Oracle access to Your Configuration Items, twenty four (24) hours a day, seven (7) days a week throughout the duration of the Transition Services using an Oracle VPN integrated into the ACS Gateway.
 - ix. Ensure that Your network and systems comply with specifications that Oracle provides and that all components monitored and patched by Oracle are accessible through the VPN connection as required.
 - x. Maintain open ports and adjust firewall rules to allow appropriate network traffic to pass between the ACS Gateway and Oracle.

2. Assumptions

- a. All communication (verbal, written, and electronic) associated with the Transition Services will be provided in English language only.

- b. The Destination Environment includes a production and production support environment.
- c. If Your order contains Oracle Transition Services: All Local Delivery:
 - i. Changes to the Configuration Items will be managed by Oracle.
 - ii. Oracle will provide the Transition Services using the ACS Gateway.
 - iii. Your TAM will provide transition status and validation reports.
- d. If Your order contains Oracle Transition Services: Local/Remote or All Remote Delivery:
 - i. Changes to the Configuration Items will be managed via the Central Portal.
 - ii. Oracle will provide the Transition Services using the ACS Gateway.
 - iii. Transition status and validation reports will be available to You via the Central Portal.
- e. The Transition Services do not include licenses for Oracle GoldenGate or non-Oracle server emulation software and such licenses must be obtained under separate order, as required, prior to the commencement of the Transition Services.

¹ A “day” is defined as one (1) resource working eight (8) hours per day, except in the following countries: Australia (7.5 hours per day), 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).