
Oracle Advanced Support Knowledge Workshop for Oracle Cloud Service Description

Applicable Part #'s

B87738 - Oracle Advanced Support Knowledge Workshop for Oracle Cloud
B87709 - Oracle ACS Supplemental Resource for Oracle Cloud - Senior Advanced Support Engineer - Day
B87708 - Oracle ACS Supplemental Resource for Oracle Cloud - Advanced Support Engineer - Day
B87707 - Oracle ACS Supplemental Resource for Oracle Cloud - Technical Account Manager II - Day
B87706 - Oracle ACS Supplemental Resource for Oracle Cloud - Technical Account Manager I - Day

A. 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:
 1. Review Your knowledge development goals and objectives;
 2. Identify any existing applicable content from the Workshop repository;
 3. Provide recommendations regarding content for the Workshop and discuss any requests, by You, to modify the Workshop content; and
 4. 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.
2. Supplemental Resources. If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Workshop, up to the maximum number of days per resource role as set forth in Your order.

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

You acknowledge that Oracle's ability to perform the Workshop depends upon Your fulfillment of the following obligations and project assumptions:

1. Your Obligations.
 - a. Obtain Cloud Services under separate contract prior to the commencement of Services under this Service Description and maintain such Cloud Services for the duration of Services provided under this Service Description.
 - b. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
 - c. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of the Services.

- d. 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.
- e. Provide, for all Oracle resources performing the Services at Your site, if any, a safe and healthful workspace.
- f. Provide any notices, and obtain any consents, required for Oracle to perform the Services.
- g. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services.
- h. 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.
- i. 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.

2. **Project Assumptions.**

- a. Modifications to the Workshop content are subject to Oracle's change control process;
- b. A "person hour" is defined as one (1) person working up to sixty (60) minutes; and
- c. 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.

C. Fees, Expenses and Payment. You agree to pay Oracle the fees for the Services as identified in Your order. All Services and payments are noncancelable and nonrefundable.

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

D. Term. The term of Services shall be as defined in the Cloud Services table identified in Your order ("Term").

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

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

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

responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection to enable Oracle's performance of Services.

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

Services designated as "24x7" may be delivered at any time of day, seven days a week, including local public holidays. For all other Services and unless otherwise identified in Your order, Services shall be delivered during local business days and hours, excluding local public holidays in Your time zone. For purposes of this section, Your time zone shall be the location identified in Your order.

