

Oracle CrowdTwist Professional Services 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.

Service Descriptions

Crowdtwist Pre-launch Program Strategy (NA)

<u>Crowdtwist Pre-launch Program Strategy - Current Part # B92607 (North America)</u>

Legacy Part # B92529

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You with up to two hundred and twenty (220) hours ("Total Hours") of assistance with any of the following activities ("Services") related to Your Oracle CrowdTwist Cloud Service ("CrowdTwist") loyalty program (the "Program"):

A. Baseline and Alignment Activities

- 1. Discuss Your overall Program objectives;
- 2. Discuss the design philosophy and process;
- 3. Discuss and review the Program's competitive landscape;
- 4. Review baseline customer behavior and any relevant research to date;
- 5. Understand brand voice, positioning and business goals; and
- 6. Conduct strategy sessions and workshops to deliver initial Program strategy design recommendations.

B. Design and Projection Activities

- 1. Discuss with You short and long-term success measures and key performance indicators;
- 2. Work with You to determine Program liability tolerance;
- 3. Work with You to define member progression strategy;
- 4. Provide recommendations on Your segmentation and personalization strategy across member groups; and
- 5. Work with You to create a financial modeling Program document ("the Engagement Economy").

C. Final Design Activities

- 1. Work with You to finalize the Engagement Economy;
- 2. Work with you to formalize short and long-term key performance indicators;
- 3. Provide You with final Program strategy design recommendations;
- 4. Provide You with a Program playbook; and
- 5. Provide You with recommendations related to Your Program launch and communication strategy.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Services Period at a date and time mutually agreed to by the project managers.
 - 3. You are responsible for all travel expenses related to any onsite Services You may request.

B. **Project Assumptions**.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English.
- 3. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
- 4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
- 5. Any document or output provided by Oracle will be based on Oracle templates unless otherwise mutually agreed to.
- 6. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.
- 7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 8. The information contained in the Engagement Economy is for general guidance on estimating Program performance and costs. Accordingly, the information in the Engagement Economy is provided with the understanding that Oracle is not herein engaged in rendering legal, accounting, tax, or other financial advice and services. As such, it should not be used as a substitute for consultation with Your professional accounting, tax, legal or other competent financial advisers.
- 9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4.** <u>Project Management</u>. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Crowdtwist Pre-launch Program Strategy Advanced (NA Only) Current Part # B96627 (North America)

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide You with up to four hundred (400) hours of assistance with the following activities ("Services") related to Your Oracle CrowdTwist Cloud Service ("CrowdTwist") loyalty program (the "Program"):

A. Project Management

- Create a project plan with project schedules, including key milestones and dependencies for the Services;
- 2. Create and maintain a status report with action items and follow-ups related to the Services.

B. Baseline and Alignment Activities

- 1. Discuss Your overall Program objectives;
- 2. Discuss the Program design philosophy and process;
- 3. Discuss and review the Program's competitive landscape;
- 4. Review Your baseline customer behavior and any relevant research to date;
- 5. Review and incorporate Your brand voice, positioning and business goals; and
- 6. Conduct up to ten (10) strategy working sessions up to two (2) hours each in duration to discuss and obtain decisions in order to deliver the initial Program strategy design recommendations including, if necessary, a unified global vision for multiple brands.

C. Design and Projection Activities

- 1. Discuss with You short and long-term success measures and key performance indicators;
- 2. Work with You to determine Program liability tolerance;
- 3. Work with You to define member progression strategy;
- 4. Provide recommendations on Your segmentation and personalization strategy across member groups;
- 5. Provide a Return on Investment ("ROI") Model for years one (1) and two (2) of the Program; and
- 6. Work with You to create up to three (3) financial modeling Program documents for years one (1) and two (2) ("the Engagement Economy(ies)").

D. Final Design Activities

- 1. Work with You to finalize the Engagement Economy(ies);
- 2. Work with you to formalize short and long-term key performance indicators;
- 3. Provide You with the final Program strategy design recommendations;
- 4. Provide You with a Program playbook;
- 5. Provide you with a Program campaign calendar for twelve (12) months post-launch; and
- 6. Provide You with recommendations related to Your Program launch and communication strategy including up to six (6) customer communication journey maps for email/ Short Message Services ("SMS") channels.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months from Your order's signature date, ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

A. Cooperation.

- 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
- 2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
- 3. You are responsible for all travel expenses related to any onsite Services requested by You and agreed to by Oracle.

B. **Project Assumptions**.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday US EST time zones, excluding holidays), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English.
- 3. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
- 4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
- 5. Any document or output provided by Oracle will be based on Oracle templates, unless otherwise mutually agreed to.
- 6. The Services will be performed by Oracle remotely, unless otherwise mutually agreed to.
- 7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 8. The information contained in the Engagement Economy(ies) and/or ROI Model is for general guidance on estimating Program performance and costs. Accordingly, the information in the Engagement Economy and/or ROI Model is provided with the understanding that Oracle is not herein engaged in rendering legal, accounting, tax, or other financial advice and services. As such, it should not be used as a substitute for consultation with Your professional accounting, tax, legal or other competent financial advisers.
- 9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 4. **Project Management**. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Crowdtwist Pre-launch Program Strategy (EMEA/JAPAC/LAD) Current Part # P03530

Legacy Part # B92529

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You with up to one hundred and eighty (180) hours ("Total Hours") of assistance with any of the following activities ("Services") related to Your Oracle CrowdTwist Cloud Service ("CrowdTwist") loyalty program (the "Program"):

A. Baseline and Alignment Activities

- 1. Discuss Your overall program objectives;
- 2. Discuss the design philosophy and process;
- 3. Discuss and review the competitive loyalty landscape;
- 4. Review baseline customer behavior and any relevant research to date;
- 5. Understand brand voice, positioning and business goals; and
- 6. Conduct strategy sessions and workshops.

B. Design and Projection Activities

- 1. Discuss with You short and long-term success measures and key performance indicators;
- 2. Work with You to determine liability tolerance;
- 3. Work with You to define member progression strategy;
- 4. Provide recommendations on Your segmentation and personalization strategy across member groups; and
- 5. Work with You to develop financial modeling.

C. Final Design Activities

- 1. Work with You to finalize financial modeling;
- 2. Work with you to formalize short and long-term key performance indicators;
- 3. Provide You with final design recommendations;
- 4. Provide You with the loyalty program playbook; and
- 5. Provide You with recommendations related to Your program launch and communication strategy.
- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.
- 3. Your Cooperation and Project Assumptions.
 - **A.** <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Services Period at a date and time mutually agreed to by the project managers.
 - 3. You are responsible for all travel expenses related to any onsite Services You may request.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.

- 3. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
- 4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
- 5. Any document or output provided by Oracle will be based on Oracle templates unless otherwise mutually agreed to.
- 6. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.
- 7. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 8. The information contained in the Engagement Economy is for general guidance on estimating Program performance and costs. Accordingly, the information in the Engagement Economy is provided with the understanding that Oracle is not herein engaged in rendering legal, accounting, tax, or other financial advice and services. As such, it should not be used as a substitute for consultation with Your professional accounting, tax, legal or other competent financial advisers.
- 9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. <u>Project Management</u>**. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Oracle CrowdTwist Program Management (EMEA/JAPAC/LAD) – Hourly Current Part # B92931 (EMEA/JAPAC/LAD)

Legacy Part # B92533

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the quantity hours identified in Your order ("Total Hours") of assistance related to Your Oracle CrowdTwist program instance. Such assistance may include the following ("Services"):
 - A. Conduct weekly calls to review Your loyalty program initiatives.
 - B. Work with You to develop Your loyalty program milestones and rollout plan.
 - C. Provide You with guidance on any of the following:
 - 1. Oracle CrowdTwist Control Center program management tools:
 - 2. Third party integrations;
 - 3. Data analysis:
 - 4. Custom reporting export(s);
 - 5. Campaign management;
 - 6. Test rendering;
 - 7. Tier configuration; and
 - 8. Loyalty program call center inquiries.
 - D. Provide You with configuration assistance.

- E. Provide You with standard reporting dashboard enablement.
- F. Review loyalty member segmentation and provide recommendations, setup and analysis.
- G. Perform site changes, creative updates and site analytics for hosted solutions requested by You and agreed to by Oracle.
- H. Assist You to on-board Your employees for Oracle CrowdTwist program instanceintroduction.
- I. Conduct business reviews to review program performance and opportunities.
- 2. <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the on the earlier of a) the expiration of twelve (12) months, or b) the expiration of the Cloud Services related to these Services expiration of the Oracle Cloud Services related to Your ord. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 3. You are responsible for all travel expenses related to any onsite Services You may request.
 - 4. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
- 2. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.
- 3. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of Total Hours.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Standard Strategic Services, Hourly Part # B93660 (North America), B93665 (EMEA/JAPAC/LAD)

1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You the quantity of strategic standard hours identified in Your order to assist You with Your Oracle CrowdTwist ("CrowdTwist") Loyalty Program. Such assistance may include any of the following activities ("In-Scope Tasks"):

A. Strategic Tasks.

- 1. Conduct competitive analysis and review of Your Loyalty Program;
- 2. Assist You with Loyalty Program and/or campaign strategies to address Your business goals as provided by You;
- 3. Review Loyalty Program or Loyalty Program campaign results and provide recommendations;
- 4. Create a document containing a testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan") based on agreed upon key performance indicators and data to be used;
- 5. Create segmentation recommendations;
- 6. Create recommendations for Loyalty Program tier introduction, expansion or revision;
- 7. Advise on and create cross-channel (email, Push and/or SMS, social, site) marketing strategies for Your loyalty program;
- 8. Conduct data analyses to determine Your audience and program performance trends, compared to benchmarks;
- 9. Attend scheduled meetings related to the In-Scope Tasks;
- 10. Conduct strategic module workshop(s); and/or
- 11. Assist You with Loyalty Program phased expansion post initial pilot.
- B. Project Administration Tasks.
 - 1. Assist in coordinating the scoping of new projects, if applicable.
 - 2. Plan and budget Oracle resources for Your project(s), as approved by You.
 - 3. Provide project status reports.
 - 4. Coordinate status meetings with key stakeholders (both Yours and Oracle's).
- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.
- 3. Your Cooperation and Project Assumptions. .

- **A.** <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 2. Provide any required guidelines for the use of Your brand(s).
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. Ensure Your necessary stakeholders are available as requested by Oracle.
 - 5. Provide campaign performance data as requested by Oracle.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

B. **Project Assumptions.**

- 1. All services will be performed by a strategist.
- 2. All Services will be delivered in English.
- 3. Services will be performed by Oracle remotely and/or onsite.
- 4. Any documents provided by Oracle will be in Microsoft Office format.
- 5. Any document or output provided by Oracle will be based on Oracle templates (content and format).
- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Advanced Strategic Services, Hourly Part # B93659 (North America), B93664 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You the quantity of strategic advanced hours identified in Your order to assist You with Your Oracle CrowdTwist ("CrowdTwist") Loyalty Program. Such assistance may include any of the following activities ("In-Scope Tasks"):
 - A. Strategic Tasks.
 - 1. Conduct a competitive analysis and review of Your Loyalty Program;
 - 2. Assist You with Loyalty Program and/or campaign strategies to address Your business goals as provided by You;
 - 3. Review Loyalty Program or Loyalty Program campaign results and provide recommendations;

- 4. Create a document containing a testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan") based on agreed upon key performance indicators and data to be used;
- 5. Create segmentation recommendations;
- 6. Create recommendations for Loyalty Program tier introduction, expansion or revision;
- 7. Advise on and create cross-channel (email, Push and/or SMS, social, site) marketing strategies for Your loyalty program;
- 8. Conduct data analyses to determine Your audience and program performance trends, compared to benchmarks;
- 9. Attend scheduled meetings related to the In-Scope Tasks;
- 10. Conduct strategic module workshop(s); and
- 11. Assist You with Loyalty Program phased expansion post initial pilot.
- B. Project Administration Tasks.
 - 1. Assist in coordinating the scoping of new projects, if applicable.
 - 2. Plan and budget Oracle resources for Your project(s), as approved by You.
 - 3. Provide project status reports.
 - 4. Coordinate status meetings with key stakeholders (both Yours and Oracle's).
- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

3. Your Cooperation and Project Assumptions. . .

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and timemutually agreed to by the project managers.
 - 2. Provide any required guidelines for the use of Your brand(s).
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. Ensure Your necessary stakeholders are available as requested by Oracle.
 - 5. Provide campaign performance data as requested by Oracle.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

- 1. All services will be performed by a senior level strategist.
- 2. All Services will be delivered in English.
- 3. Services will be performed by Oracle remotely and/or onsite.
- 4. Any documents provided by Oracle will be in Microsoft Office format.
- 5. Any document or output provided by Oracle will be based on Oracle templates (content and format).

- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Monthly Strategic Consulting Services - Level 1 Part # B93656 (North America), B93661 (EMEA/JAPAC/LAD)

1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You up to twenty-five (25) hours of assistance each month for up to the quantity of months identified in Your order with Your Oracle CrowdTwist ("CrowdTwist") Loyalty Program. Such assistance may include the following activities ("In-Scope Tasks"):

A. Strategic Tasks.

- Outline your prioritized strategic initiatives to address your Loyalty Program milestones and business goals as provided by you, along with the associated timeframes ("Strategic Engagement Plan");
- 2. Create one (1) monthly dashboard ("Monthly Dashboard") that reviews your Loyalty Program audience and performance trends, including a comparison to industry benchmarks where available;
- 3. Provide guidance on Loyalty Program campaign-specific strategies, like sweepstakes development, survey design, gamification tactics, and campaign segmentation;
- 4. Remotely conduct monthly calls to review your Strategic Engagement Plan, Monthly Dashboard and the In-Scope Tasks;
- 5. Create a document containing a 3-month testing plan for specific campaigns, including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan") based on agreed upon key performance indicators and data to be used;
- 6. Create recommendations for Loyalty Program tier introduction, expansion or revision;
- 7. Conduct one (1) remote or onsite business review every three (3) months to review Loyalty Program performance and custom optimization opportunities as related to activities, rewards, tiers, segmentation and/or testing; and
- 8. Attend scheduled meetings related to the In-Scope Tasks.
- **B.** Project Administration Tasks.
 - 1. Assist in coordinating the scoping of new projects, if applicable;
 - 2. Plan and budget Oracle resources for Your project(s), as approved by You;
 - 3. Provide project status reports; and
 - 4. Coordinate status meetings with key stakeholders (both Yours and Oracle's).

2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services.. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 2. Provide any required guidelines for the use of Your brand(s).
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. Ensure Your necessary stakeholders are available as requested by Oracle.
 - 5. Provide campaign performance data as requested by Oracle.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

- 1. All Services will be delivered in English.
- 2. Services will be performed by Oracle remotely and/or onsite.
- 3. Any documents provided by Oracle will be in Microsoft Office format.
- 4. Any document or output provided by Oracle will be based on Oracle templates (content and format).
- 5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and timemutually agreed to by the project managers.
- 6. All Services will be performed remotely except one (1) to three (3) business reviews as defined above, if mutually agreed upon.
- 7. The "Monthly Dashboard" report cannot be customized.
- 8. Should reporting or data analysis require a custom data environment for delivery, additional scoping is required.
- 9. The onsite Services will take place at Your facility.
- 10. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 11. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
- 12. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Monthly Strategic Consulting Services - Level 2 Part # B93657 (North America), B93662 (EMEA/JAPAC/LAD)

1. <u>Description of Services.</u> During the Professional Services Period, (defined below), Oracle will make available to You up to fifty-five (55) hours of assistance each month for up to the quantity of months identified in Your order with Your Oracle CrowdTwist ("CrowdTwist") Loyalty Program. Such assistance may include the following activities ("In-Scope Tasks"):

A. Strategic Tasks.

- Outline your prioritized strategic initiatives to address your Loyalty Program milestones and business goals as provided by you, along with the associated timeframes ("Strategic Engagement Plan");
- 2. Work with You to create a document containing Loyalty Program strategy recommendations outlining opportunities to optimize your Loyalty Program including things like expansion of earn & burn activities, segmentation including tiers, and testing;
- 3. Create one (1) custom monthly dashboard ("Monthly Dashboard") that reviews your Loyalty Program audience and performance trends, including a comparison to industry benchmarks where available;
- 4. Provide guidance on Loyalty Program campaign-specific strategies, like sweepstakes development, survey design, gamification tactics, and campaign segmentation;
- 5. Remotely conduct strategy check-ins every other week;
- 6. Remotely conduct monthly calls to review your Strategic Engagement Plan, Monthly Dashboard and the In-Scope Tasks;
- 7. Create a document containing a six (6) month testing plan for specific campaigns and/or across multiple member touchpoints, including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan") based on agreed upon key performance indicators and data to be used;
- 8. Conduct a Loyalty Program member behavioral analysis to drive strategic recommendations(as requested or determined by you and your Oracle services team);
- 9. Create recommendations for your Loyalty Program tier introduction, expansion or revisions:
- 10. Provide recommendations for program expansion into new markets;
- 11. Refresh the financial modeling ("Engagement Economy") due to global or regional expansion, introduction of tiers, prior to year two or three, or other significant change to initial program assumption;
- 12. Conduct one (1) remote or onsite business review every three (3) months to review Loyalty Program performance and custom optimization opportunities as related to activities, rewards, tiers, segmentation and/or testing;
- 13. Attend scheduled meetings related to the In-Scope Tasks; and
- 14. Provide assistance with other Loyalty Program strategic tasks as requested by You.
- **B.** Project Administration Tasks.
 - 1. Assist in coordinating the scoping of new projects, if applicable.
 - 2. Plan and budget Oracle resources for Your project(s), as approved by You.

- 3. Provide project status reports.
- 4. Coordinate status meetings with key stakeholders (both Yours and Oracle).
- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

3. Your Cooperation and Project Assumptions

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 2. Provide any required guidelines for the use of Your brand(s).
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. Ensure Your necessary stakeholders are available as requested by Oracle.
 - 5. Provide campaign performance data as requested by Oracle.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

- 1. All Services will be delivered in English.
- 2. Services will be performed by Oracle remotely and/or onsite.
- 3. Any documents provided by Oracle will be in Microsoft Office format.
- 4. Any document or output provided by Oracle will be based on Oracle templates (content and format).
- 5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by the project managers.
- 6. All Services will be performed remotely except one (1) to three (3) business reviews as defined above, if mutually agreed upon. The "Monthly Dashboard" report cannot be customized.
- 7. Should reporting or data analysis require a custom data environment for delivery, additional scoping is required.
- 8. The onsite Services will take place at Your facility.
- 9. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.

- 10. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
- 11. The information contained in the Engagement Economy is for general guidance on estimating Program performance and costs. Accordingly, the information in the Engagement Economy is provided with the understanding that Oracle is not herein engaged in rendering legal, accounting, tax, or other financial advice and services. As such, it should not be used as a substitute for consultation with Your professional accounting, tax, legal or other competent financial advisers.
- 12. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4.** <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Monthly Strategic Consulting Services - Level 3 Part # B93658 (North America), B93663 (EMEA/JAPAC/LAD)

1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You up to one hundred (100) hours of assistance each month for up to the quantity of months identified in Your order with Your Oracle CrowdTwist ("CrowdTwist") Loyalty Program. Such assistance may include the following activities ("In-Scope Tasks"):

A. Strategic Tasks.

- Outline your prioritized strategic initiatives to address your Loyalty Program milestones and business goals as provided by you, along with the associated timeframes ("Strategic Engagement Plan");
- 2. Create a document containing Loyalty Program strategy recommendations outlining opportunities to optimize your Loyalty Program including things like expansion of earn & burn activities, segmentation including tiers, and testing;
- 3. Create up to two (2) monthly dashboards that review your Loyalty Program audience and performance trends, including a comparison to industry benchmarks where available;
- 4. Create reporting based on key metrics for your Loyalty Program delivered at alternate cadence (as determined by You and Oracle)
- 5. Provide guidance on Loyalty Program campaign-specific strategies, like sweepstakes development, survey design, gamification tactics, and campaign segmentation;
- 6. Remotely conduct weekly strategy check-ins;
- 7. Remotely conduct monthly calls to review your Strategic Engagement Plan, Monthly Dashboard(s) and defined the In Scope Tasks;
- 8. Create a document containing a 12-month testing plan for specific campaigns and/or across multiple member touchpoints, including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan") based on agreed upon key performance indicators and data to be used;
- 9. Conduct a Loyalty Program member behavioral analysis to drive strategic recommendations (as requested or determined by you and your Oracle services team);
- 10. Create recommendations for your Loyalty Program tier introduction, expansion or revisions;

- 11. Provide recommendations for program expansion into new markets;
- Refresh the financial modeling ("Engagement Economy") due to global or regional expansion, introduction of tiers, prior to year two or three, or other significant change to initial program assumption;
- 13. Conduct one (1) remote or onsite business review every three (3) months to review program performance and custom optimization opportunities as related to activities, rewards, tiers, segmentation and/or testing;
- 14. Develop a bespoke model for value based segmentation and advise on implementation strategies;
- 15. Advise on and create cross-channel (email, Push and/or SMS, social, site) marketing strategies for Your Loyalty Program; and assist in ongoing development of communications and tactics;
- 16. Attend scheduled meetings related to the In-Scope Tasks; and
- 17. Provide assistance with other Loyalty Program strategic tasks as requested by You.

B. Project Administration Tasks.

- 1. Assist in coordinating the scoping of new projects, if applicable.
- 2. Plan and budget Oracle resources for Your project(s), as approved by You.
- 3. Provide project status reports.
- 4. Coordinate status meetings with key stakeholders (both Yours and Oracle's).
- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid for any Services other than the Services stated in this order. In order for Oracle to provide additional or different services, or to perform the Services after the Professional Services Period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 2. Provide any required guidelines for the use of Your brand(s).
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. Ensure Your necessary stakeholders are available as requested by Oracle.
 - 5. Provide campaign performance data as requested by Oracle.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.

- 1. All Services will be delivered in English.
- 2. Services will be performed by Oracle remotely and/or onsite.
- 3. Any documents provided by Oracle will be in Microsoft Office format.

- 4. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
- 5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by the project managersAll Services will be performed remotely except one (1) to three (3) business reviews as defined above, if mutually agreed upon. The "Monthly Dashboard" report cannot be customized.
- 6. Should reporting or data analysis require a custom data environment for delivery, additional scoping is required.
- 7. The onsite Services will take place at Your facility.
- 8. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 9. Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
- 10. The information contained in the Engagement Economy is for general guidance on estimating Program performance and costs. Accordingly, the information in the Engagement Economy is provided with the understanding that Oracle is not herein engaged in rendering legal, accounting, tax, or other financial advice and services. As such, it should not be used as a substitute for consultation with Your professional accounting, tax, legal or other competent financial advisers.
- 11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Elementary SmartStart Program, Setup and Configuration Part # B93619 (North America), B93625 (EMEA/JAPAC/LAD)

- **1.** <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will provide You with up to two hundred and fifty (250) hours ("Total Hours") to assist You with the following activities ("Services") related to Your Oracle CrowdTwist program instance, comprised of the following components:
 - Loyalty Member Registration
 - Data Transfers to and from CrowdTwist to Your System and/or Third-Party vendors
 - Commerce Integration
 - Standard Reporting
 - Activities, Rewards, Fulfillment
 - Loyalty Program Migration/Conversion including tier and/or points migration
 - Receipt Scan
 - International Program Currency & Multi-language

- 1. Project Kick Off Phase:
 - a. Conduct one (1) introductory session to:
 - i. Provide an overview of the Services that will be performed; and
 - ii. Provide You a technical discovery questionnaire document.
 - b. Conduct one (1) technical workshop to:
 - i. Assist You to identify key components, integrations and data flows applicable to Your rewards program based on Your completed technical discovery questionnaire which may include:
 - 1. Loyalty member registration options;
 - 2. Data transfer mechanisms to and from Oracle CrowdTwist program instance and Your systems or third party vendors related to Your platform integration; and
 - 3. Standard report functionality including dashboard and data export tool.
 - ii. Assist You to collaboratively update a document that specifies the project tasks, due dates and status meeting schedule ("Project Plan").
 - iii. Discuss Your roles, pre-requisites and responsibilities as stated in herein. .
- 2. Planning Phase:
 - a. Provide You with Oracle CrowdTwist platform documentation.
 - Provide You with an overview of the Oracle CrowdTwist Application Programing Interface ("API) library and Oracle CrowdTwist Control Center program management tools.
 - c. Assist You to finalize Your selected data flows, based on the outcome of the technical workshop which may include any of the following:
 - i. Loyalty member registration;
 - ii. Activities;
 - iii. Rewards;
 - iv. Data Push; and
 - v. Fulfilment.
 - d. Walk through Your loyalty program strategy decision points to discuss any impact to configuration.
- 3. Loyalty Program Design and Build Phase:
 - a. Configure Your platform settings based on decisions made during the planning phase.
 - b. Provide guidance as You integrate Your data flows.
 - c. Provide assistance as You build out loyalty program components within the Oracle CrowdTwist Control Center.
 - d. Setup Data Export Tool reports selected by You from the list provided by Oracle.
 - e. Enable segments identified by You and agreed to during the planning phase.
- **2.** <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of six (6) months, or b) the expiration of the Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid

for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Provide completed discovery questionnaire document one week prior to the start of the technical workshop.
 - 2. Provide strategy decisions required for application setup.
 - 3. You are responsible for all integrations and integration development.
 - 4. Ensure that Your tasks are completed in the mutually agreed upon Project Plan.
 - 5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays and in the resources time zone), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 3. Any document provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format unless otherwise mutually agreed upon.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 5. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. All strategy decision points impacting configuration are subject to agreement by Oracle.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Enterprise SmartStart Program, Setup and Configuration Part # B93621 (North America), B93627 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will provide You with up to five hundred (500) hours ("Total Hours") to assist You with the following activities ("Services") related to Your Oracle CrowdTwist program instance, comprised of the following components:
 - Loyalty Member Registration
 - Data Transfers to and from CrowdTwist to Your System and/or Third-Party vendors
 - Commerce Integration
 - Standard Reporting
 - Activities, Rewards, Fulfillment
 - Loyalty Program Migration/Conversion including tier and/or points migration
 - Receipt Scan
 - International Program Currency & Multi-language
 - 1. Project Kick Off Phase:
 - a. Conduct one (1) introductory session to:
 - i. Provide an overview of the Services that will be performed; and
 - ii. Provide You a technical discovery questionnaire document.
 - b. Conduct one (1) technical workshop to:
 - i. Assist You with identifying key components, integrations and data flows applicable to Your Loyalty program based on Your completed technical discovery questionnaire which may include:
 - 1. Loyalty member registration options
 - 2. Data transfer mechanisms to and from Oracle CrowdTwist program instance and Your systems or third party vendors related to Your platform integration; and
 - 3. Standard report functionality including dashboard and data export tool.
 - ii. Assist You with updating a document that specifies the project tasks, due dates and status meeting schedule ("Project Plan").
 - iii. Discuss Your roles, pre-requisites and responsibilities as stated in herein.
 - 2. Planning Phase:
 - a. Provide You with Oracle CrowdTwist platform documentation.
 - b. Provide You with an overview of the Oracle CrowdTwist Application Programming Interface ("API") library and Oracle CrowdTwist Control Center program management tools.
 - c. Assist You with finalizing Your selected data flows, based on the outcome of the technical workshop which may include any of the following:
 - i. Loyalty member registration;
 - ii. Commerce/Point of Sale;
 - iii. Program Migration;
 - iv. Receipt Scan;
 - v. Activities:
 - vi. Rewards;

- vii. Data Push; and
- viii. Fulfilment.
- d. Review Your loyalty program strategy decision points with You to discuss any impact to configuration.
- 3. Loyalty Program Design and Build Phase:
 - a. Configure Your platform settings based on decisions made during the planning phase.
 - b. Provide guidance as You integrate Your data flows.
 - c. Provide assistance as You build out loyalty program components within the Oracle CrowdTwist Control Center.
 - d. Setup Data Export Tool reports selected by You from the list provided by Oracle.
 - e. Enable segments identified by You and agreed to during the planning phase.
- 2. <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of nine (9) months, or b) the expiration of the Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon Project Plan.
 - 2. Provide completed discovery questionnaire document one week prior to the start of the technical workshop.
 - 3. Provide strategy decisions points required for application setup
 - 4. You are responsible for all integrations.
 - 5. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays and in the resources time zone), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.

- 3. Any document provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format unless otherwise mutually agreed upon.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 5. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. All strategy decision points impacting configuration are subject to agreement by Oracle.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Elementary Program Management (Post Launch) Part # B93618 (North America), B93624 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You a quantity of up to 185 hours ("Total Hours") of Program management services related to Your Oracle CrowdTwist program instance. Such assistance may include the following ("Services"):
 - 1. Conduct weekly calls to review Your loyalty program initiatives.
 - 2. Assist you with creating Your loyalty program milestones and rollout plan.
 - 3. Provide You with guidance on any of the following:
 - a. Oracle CrowdTwist Control Center program management tools;
 - b. Third party integrations;
 - c. Campaign management;
 - d. Testing for campaigns and Oracle CrowdTwist integrations;
 - e. Tier configuration;
 - f. Loyalty program call center inquiries; and
 - g. CrowdTwist program Instance troubleshooting questions.
 - 4. Provide You with CrowdTwist configuration assistance.
 - 5. Provide You with standard reporting dashboard enablement.
 - 6. Provide loyalty best practices guidance on a quarterly basis.
 - 7. Conduct one (1) loyalty member segmentation review and provide future recommendations based on that review.
 - 8. Assist You to on-board Your employees for Oracle CrowdTwist program instance introduction.
 - 9. Conduct up to one (1) standard business review to review program performance including the following:
 - a. State of the Loyalty Program;

- b. Loyalty Program Metrics Dashboard;
- c. Best practices to address metrics; and
- d. Operational Metrics.
- 2. <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the Cloud Services related to these Services ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services period at a date and time mutually agreed to by the project managers.
 - 3. You are responsible for all travel expenses related to any onsite Services You may request.
 - 4. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

- 1. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 2. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays and in the resources time zone), except as otherwise mutually agreed upon.
- 3. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.
- 4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 5. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond the Total Hours.

4. Project Management. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Enterprise Program Management (Post Launch) Part # B93620 (North America), B93626 (EMEA/JAPAC/LAD)

- <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You a quantity of up to 350 hours ("Total Hours") of assistance related to Your Oracle CrowdTwist program instance. Such assistance may include the following ("Services"):
 - 1. Conduct weekly calls to review Your loyalty program initiatives.
 - 2. Work with You to develop Your loyalty program milestones and rollout plan.
 - 3. Provide You with guidance on any of the following:
 - a. Oracle CrowdTwist Control Center program management tools;
 - b. Third party integrations related to Your Oracle CrowdTwist instance;
 - c. Campaign management;
 - d. Testing for campaigns and Oracle CrowdTwist integrations;
 - e. Tier configuration;
 - f. Loyalty program call center inquiries;
 - g. Receipt Scan Inquiries;
 - h. Platform troubleshooting questions; and
 - i. International program support currencies, multi-language
 - 4. Provide You with CrowdTwist configuration assistance.
 - 5. Provide You with standard reporting dashboard enablement.
 - 6. Provide loyalty best practices on a quarterly basis.
 - 7. Conduct one (1) loyalty member segmentation review and future recommendations based on that review.
 - 8. Assist You to on-board Your employees for Oracle CrowdTwist program instance introduction.
 - 9. Conduct up to two (2) business reviews to review program performance including the following:
 - a. State of your Loyalty Program;
 - b. Loyalty Program Dashboard;
 - c. Best practices to improve metrics; and
 - d. Operational Metrics.
- **2.** <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services period at a date and time mutually agreed to by the project managers.
 - 3. You are responsible for all travel expenses related to any onsite Services You may request.
 - 4. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

B. Project Assumptions.

- 1. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 2. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays and in the resources time zone), except as otherwise mutually agreed upon.
- 3. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.
- 4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 5. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
- **4. <u>Project Management.</u>** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Receipt Scan Support (3 months) Part # B93623 (North America), B93629 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will provide You with up to ninety (90) hours ("Total Hours") for three months to assist You with the following activities ("Services") related to Your Oracle CrowdTwist program instance:
 - 1. Conduct daily meeting sessions on Your receipt scan questions.
 - 2. Provide daily receipt scan reporting statistics: # of receipts, successful receipts, failed receipts and failure reason code.
 - 3. Provide Daily Receipt failure extract.
 - 4. Provide Receipt Scan services i.e. analyze failures and provide corrections.

2. <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of three (3) months, or b) the expiration of the Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon Project Plan.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - 3. You are responsible for all travel expenses related to any onsite Services You may request.

B. Project Assumptions.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays and in the resources time zone), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 3. Any document provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format unless otherwise mutually agreed upon.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 5. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. All strategy decision points impacting configuration are subject to agreement by Oracle.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

CrowdTwist Supplemental Program Management, Hourly

Part # B93622 (North America), B93628 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You a quantity of Program Management hours identified in Your order ("Total Hours") to assist you with services related to Your Oracle CrowdTwist program instance. Such assistance may include the following ("Services"):
 - A. Conduct weekly calls to review Your loyalty program initiatives.
 - B. Provide Advice and guidance on Your loyalty program milestones and rollout plan.
 - C. Provide You with guidance on any of the following:
 - i. Oracle CrowdTwist Control Center program management tools;
 - ii. Third party integrations related to the CrowdTwist aspects;
 - iii. Campaign management;
 - iv. Testing assistance for campaign and integrations;
 - v. Tier configuration;
 - vi. Loyalty program call center inquiries;
 - vii. Receipt Scan Inquiries;
 - viii. Platform troubleshooting questions; and
 - ix. International program support currencies, multi-language.
 - D. Provide You with CrowdTwist configuration assistance.
 - E. Provide You with standard reporting dashboard enablement.
 - F. Provide loyalty best practices on a quarterly basis.
 - G. Perform site changes, creative updates and site analytics for hosted solutions requested by You and agreed to by Oracle.
 - H. Assist You to on-board Your employees for Oracle CrowdTwist program instance introduction.
 - 2. <u>Unused Services.</u> The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

3. Your Cooperation and Project Assumptions.

- **A.** <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period at a date and time mutually agreed to by the project managers.

- 3. You are responsible for all travel expenses related to any onsite Services You may request.
- 4. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

B. **Project Assumptions.**

- 1. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 2. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays and in the resources time zone), except as otherwise mutually agreed upon.
- 3. The Services will be performed by Oracle remotely unless otherwise mutually agreed to
- 4. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 5. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
- 4. <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of Services.

Retired Service Descriptions

Oracle CrowdTwist Program Setup & Configuration - Standard Current Part # B92608 (North America), B92928 (EMEA/JAPAC/LAD) Legacy Part # B92530

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You with up to two hundred and fifty (250) hours ("Total Hours") to assist You with the following activities ("Services") related to Your Oracle CrowdTwist program instance:
 - A. Project Kick Off Phase:
 - 1. Conduct one (1) introductory session to:
 - a. Provide an overview of the Services that will be performed; and
 - b. Provide You a technical discovery questionnaire document.
 - 2. Conduct one (1) technical workshop to:
 - a. Work with You to identify key components, integrations and data flows applicable to Your rewards program based on Your completed technical discovery questionnaire which may include:
 - i. Loyalty member registration options;

- ii. Data transfer mechanisms to and from Oracle CrowdTwist program instance and Your systems or third party vendors related to Your platform integration;
- iii. Standard report functionality including dashboard and data export tool.
- b. Work with You to collaboratively update a document that specifies the project tasks, due dates and status meeting schedule ("Project Plan").
- c. Discuss Your roles, pre-requisites and responsibilities as stated in Section 3.A (Customer Obligations),

B. Planning Phase:

- 1. Provide You with Oracle CrowdTwist platform documentation.
- 2. Provide You with an overview of the Oracle CrowdTwist API library and Oracle CrowdTwist Control Center program management tools.
- 3. Work with You to finalize Your selected data flows, based on the outcome of the technical workshop which may include any of the following:
 - a. Loyalty member registration;
 - b. Commerce/Point of Sale;
 - c. Activities;
 - d. Rewards:
 - e. Data Push; and
 - f. Fulfilment.
- 4. Walk through Your loyalty program strategy decision points to discuss any impact to configuration.
- C. Loyalty Program Design and Build Phase:
 - 1. Configure Your platform settings based on decisions made during the planning phase.
 - 2. Provide guidance as You integrate Your data flows.
 - 3. Provide assistance as You build out loyalty program components within the Oracle CrowdTwist Control Center.
 - 4. Setup Data Export Tool reports selected by You from the list provided by Oracle.
 - 5. Enable segments identified by You and agreed to during the planning phase.
- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.
- **3.** <u>Your Obligations and Project Assumptions</u>. In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

- Obtain any necessary Cloud Services under contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2. Provide any notices, and obtain any consents, required for Oracle to perform Services.

- 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 4. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 5. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
- 6. Provide completed discovery questionnaire document one week prior to the start of the technical workshop.
- 7. Provide strategy decisions required for application setup
- 8. You are responsible for all integrations.
- 9. Ensure that Your tasks are completed in the mutually agreed upon Project Plan.
- 10. Contact Oracle's project manager to request and schedule the performance of Services. Services will be scheduled at a date and time mutually agreed upon by the project managers.
- 11. You are responsible for all travel expenses related to any onsite Services You may request.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
- 2. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 3. Any document provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format unless otherwise mutually agreed upon.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 5. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. All strategy decision points impacting configuration are subject to agreement by Oracle.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4.** <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this order. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle CrowdTwist Program Setup & Configuration - Advanced Current Part # B92609 (North America), B92929 (EMEA/JAPAC/LAD)

Legacy Part # B92531

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You with up to five hundred (500) hours ("Total Hours") to assist You with the following activities ("Services") related to Your Oracle CrowdTwist program instance:
 - A. Project Kick Off Phase:
 - 1. Conduct one (1) introductory session to:
 - a. Provide an overview of the Services that will be performed; and
 - b. Provide You a technical discovery questionnaire document.
 - 2. Conduct one (1) technical workshop to:
 - a. Work with You to identify key components, integrations and data flows applicable to Your rewards program based on Your completed technical discovery questionnaire which may include:
 - i. Loyalty member registration options;
 - ii. Data transfer mechanisms to and from Oracle CrowdTwist program instance and Your systems or third party vendors related to Your platform integration;
 - iii. Standard report functionality including dashboard and data export tool.
 - b. Work with You to collaboratively update a document that specifies the project tasks, due dates and status meeting schedule ("Project Plan").
 - c. Discuss Your roles, pre-requisites and responsibilities as stated in Section 3.A (Customer Obligations),
 - B. Planning Phase:
 - 1. Provide You with Oracle CrowdTwist platform documentation.
 - 2. Provide You with an overview of the Oracle CrowdTwist API library and Oracle CrowdTwist Control Center program management tools.
 - 3. Work with You to finalize Your selected data flows, based on the outcome of the technical workshop which may include any of the following:
 - a. Loyalty member registration;
 - b. Commerce/Point of Sale;
 - c. Activities:
 - d. Rewards:
 - e. Data Push; and
 - f. Fulfilment.
 - 4. Walk through Your loyalty program strategy decision points to discuss any impact to configuration.
 - C. Loyalty Program Design and Build Phase:
 - 1. Configure Your platform settings based on decisions made during the planning phase.
 - 2. Provide guidance as You integrate Your data flows.
 - 3. Provide assistance as You build out loyalty program components within the Oracle CrowdTwist Control Center.
 - 4. Setup Data Export Tool reports selected by You from the list provided by Oracle.
 - 5. Enable segments identified by You and agreed to during the planning phase.

- 2. <u>Unused Services.</u> The Services must be used within twelve (12) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.
- **3.** <u>Your Obligations and Project Assumptions</u>. In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

- 1. Obtain any necessary Cloud Services under contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 4. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 5. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
- 6. Provide completed discovery questionnaire document one week prior to the start of the technical workshop.
- 7. Provide strategy decisions required for application setup
- 8. You are responsible for all integrations.
- 9. Ensure that Your tasks are completed in the mutually agreed upon Project Plan.
- 10. Contact Oracle's project manager to request and schedule the performance of Services. Services will be scheduled at a date and time mutually agreed upon by the project managers.
- 11. You are responsible for all travel expenses related to any onsite Services You may request.
- 12. You are responsible for any required data transformations required to adhere to the CrowdTwist standard APIs.

B. Project Assumptions.

1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.

- 2. All Services will be delivered in English language unless You and Oracle mutually agree in writing to perform Services in another language.
- 3. Any document provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format unless otherwise mutually agreed upon.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 5. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 6. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 7. All strategy decision points impacting configuration are subject to agreement by Oracle.
- 8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- **4.** <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this order. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle CrowdTwist Program Management – Standard Current Part # B92610 (North America), B92930 (EMEA/JAPAC/LAD) Legacy Part # B92532

- 1. <u>Description of Services</u>. During the Services Period (defined below), Oracle will make available to You a quantity of hours equal to ten (10) hours times the total number of months in Your order ("Total Hours") of assistance related to Your Oracle CrowdTwist program instance. Such assistance may include the following ("Services"):
 - A. Conduct weekly calls to review Your loyalty program initiatives.
 - B. Work with You to develop Your loyalty program milestones and rollout plan.
 - C. Provide You with guidance on any of the following:
 - 1. Oracle CrowdTwist Control Center program management tools;
 - 2. Third party integrations;
 - 3. Data analysis;
 - 4. Custom reporting export(s);
 - 5. Campaign management;
 - 6. Test rendering;
 - 7. Tier configuration; and
 - 8. Loyalty program call center inquiries.
 - D. Provide You with configuration assistance.
 - E. Provide You with standard reporting dashboard enablement.
 - F. Review loyalty member segmentation and provide recommendations, setup and analysis.
 - G. Perform site changes, creative updates and site analytics for hosted solutions requested by You and agreed to by Oracle.

- H. Assist You to on-board Your employees for Oracle CrowdTwist program instance introduction.
- I. Conduct business reviews to review program performance and opportunities.
- 2. <u>Unused Services.</u> The Services must be used within the Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the expiration of the Oracle Cloud Services related to Your order. Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.
- **Your Obligations and Project Assumptions.** In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

- 1. Obtain any necessary Cloud Services under contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 4. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 5. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
- 6. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
- 7. Contact Oracle's project manager to request and schedule the performance of Services within the Term, which Services will be scheduled at a date and time mutually agreed to by the project managers.
- 8. You are responsible for all travel expenses related to any onsite Services You may request.

B. <u>Project Assumptions</u>.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
- 2. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.

- 3. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 4. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than one hundred and twenty (120) hours of Services in any 12 month period during the Term as defined in Your order.
- 5. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
- 4. <u>Project Management</u>. You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this order. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle CrowdTwist Program Management (NA) – Hourly Current Part # B92611 (North America)

- 1. <u>Description of Services</u>. During the Services Period (defined below), Oracle will make available to You the quantity hours identified in Your order ("Total Hours") of assistance related to Your Oracle CrowdTwist program instance. Such assistance may include the following ("Services"):
 - A. Conduct weekly calls to review Your loyalty program initiatives.
 - B. Work with You to develop Your loyalty program milestones and rollout plan.
 - C. Provide You with guidance on any of the following:
 - 1. Oracle CrowdTwist Control Center program management tools;
 - 2. Third party integrations;
 - 3. Data analysis;
 - 4. Custom reporting export(s);
 - 5. Campaign management;
 - 6. Test rendering;
 - 7. Tier configuration; and
 - 8. Loyalty program call center inquiries.
 - D. Provide You with configuration assistance.
 - E. Provide You with standard reporting dashboard enablement.
 - F. Review loyalty member segmentation and provide recommendations, setup and analysis.
 - G. Perform site changes, creative updates and site analytics for hosted solutions requested by You and agreed to by Oracle.
 - H. Assist You to on-board Your employees for Oracle CrowdTwist program instance introduction.
 - I. Conduct business reviews to review program performance and opportunities.
- 2. <u>Unused Services.</u> The Services must be used within the Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the expiration of the Oracle Cloud Services related to Your order. Any Services not used within the Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be

entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

Your Obligations and Project Assumptions. In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations.

- 1. Obtain any necessary Cloud Services under contract prior to the commencement of Services under this order and maintain such Cloud Services for the duration of the Services provided under this order.
- 2. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 4. If while performing Services Oracle requires access to other vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 5. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
- 6. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
- 7. Contact Oracle's project manager to request and schedule the performance of Services within the Term, which Services will be scheduled at a date and time mutually agreed to by the project managers.
- 8. You are responsible for all travel expenses related to any onsite Services You may request.

- 1. Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
- 2. The Services will be performed by Oracle remotely unless otherwise mutually agreed to.
- 3. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for Services performed.
- 4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
- **4. Project Management.** You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this order. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

FBGBU CrowdTwist Cloud Service Descriptions

Oracle CrowdTwist Cloud Pre-launch Program Strategy Services

Part Number: B97430

Reference: CrowdTwist Pre-launch Program Strategy - Current Part # B92607

Description of Services

During the Professional Services Period (defined below), Oracle will provide You with up to three hundred fifty (350) person hours ("Total Hours") of assistance with Your loyalty program (the "Program") for any of the following activities ("Services") related to Your Oracle CrowdTwist Cloud Service ("CrowdTwist"):

1. Baseline and Alignment Activities

- a. Discuss Your overall Program objectives;
- b. Discuss the Program design philosophy and process;
- c. Review the Program's competitive landscape;
- d. Review baseline customer behavior and any relevant research to date as provided in the CrowdTwist data request document;
- e. Discuss Your brand voice, positioning and business goals; and
- f. Conduct strategy sessions to provide initial Program strategy design recommendations.

2. Design and Projection Activities

- a. Discuss Your short and long-term success measures and key performance indicators; for Your program;
- b. Establish Program liability tolerance;
- c. Define member progression strategy;
- d. Provide recommendations on Your segmentation and personalization strategies across member groups; and
- e. Create a financial modeling Program document (the "Engagement Economy").

3. Design Recommendations

- a. Review and Finalize the Engagement Economy;
- b. Formalize short and long-term key performance indicators for Your program;
- c. Provide Program strategy design recommendations;
- d. Provide a Program playbook based on activites in Items 1 and 2 above; and
- e. Recommend Program launch and communication strategy.

Your Cooperation and Project Assumptions

- 1. <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - a. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - b. Contact Oracle's project manager to request and schedule the performance of the Services within the Services Period at a date and time mutually agreed to by the project managers.
 - c. Provide the completed CrowdTwist data request document for customer and financial data.
 - d. Provide input on the creation of Your Engagement Economy.

- a. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays, and in the applicable resource's time zone), except as otherwise mutually agreed upon.
- b. All Services will be delivered in English.

- c. Payment of fees for the Services is not conditioned upon completion and/or acceptance of any outputs.
- d. Any documents provided by Oracle will be in Microsoft Office applications or Portable Document Format (PDF) format.
- e. Any document or output provided by Oracle will be based on Oracle templates unless otherwise mutually agreed to by the parties.
- f. The Services will be performed by Oracle remotely unless otherwise mutually agreed to by the parties.
- g. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such, Oracle does not guarantee that any such timelines or expected completion dates will be met, and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for the Services performed.
- h. The information contained in the Engagement Economy is for general guidance related to estimating Program performance and costs. Accordingly, the information in the Engagement Economy is provided with the understanding that Oracle is not herein engaged in rendering legal, accounting, tax, or other financial advice and services. As such, it should not be used as a substitute for consultation with Your professional accounting, tax, legal or other competent financial advisers.
- i. Anything not expressly identified in the Description of Services above is not included in the scope of, or fees for, the Services under the applicable order.
- j. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

Unused Services

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in the applicable order. In order for Oracle to provide the Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

Oracle CrowdTwist Cloud Program Setup and Configuration Services

Part Number: B97431

Reference Part #s B93619 (North America), B93625 (EMEA/JAPAC/LAD)

Description of Services

During the Professional Services Period (defined below), Oracle will provide You with up to three hundred and fifty (350) person hours ("Total Hours") to assist You with the following activities ("Services") related to Your instance of Oracle CrowdTwist Cloud Service ("CrowdTwist"), which could include the following CrowdTwist components:

- Loyalty Member Registration
- Data Transfers to and from CrowdTwist to Your System and/or Third-Party vendors that will consume data to and from Your CrowdTwist instance.
- Commerce Integration
- Standard Reporting
- Activities, Rewards, Fulfillment
- Loyalty Program Migration/Conversion including tier and/or points migration
- Receipt Scan
- International Program Currency & Multi-language

1. Project Kick Off Phase

Conduct up to one (1) introductory session to:

- a. Provide an overview of the Services that will be performed; and
- b. Provide a technical discovery questionnaire document.

2. Technical Workshop Phase

Conduct up to one (1) technical workshop to:

- a. Introduce a high-level project schedule to include project timeline, roles, responsibilities and dependencies as related to this project
- b. Assist You with identifying key components, integrations and data flows applicable to Your rewards program based on Your completed technical discovery questionnaire which may include:
 - i. Loyalty member registration options;
 - ii. Data integration mechanisms to and from CrowdTwist and Your systems or third-party vendors related to Your platform integration; and
 - iii. Standard report functionality including dashboard and data export tool.

3. Planning Phase

- a. Collaborate, create, and mutually agree upon a project plan that will specify the project task, ownership of tasks, due dates and dependencies.
- b. Provide access to the Oracle CrowdTwist platform documentation.
- c. Provide an overview of the Oracle CrowdTwist Application Programing Interface ("API") library and Oracle CrowdTwist Control Center program management tools.
- d. Provide guidance to finalize Your selected data flows, based on the outcome of the technical workshop which may include any of the following:
 - iv. Loyalty member registration;
 - v. Activities;
 - vi. Rewards;
 - vii. Data Push; and
 - viii. Campaign Segmentation
 - ix. Fulfilment.
- e. Review Your loyalty program strategy requirements to discuss any impact to the CrowdTwist configuration.

4. Loyalty Program Design and Build Phase

- a. Configure Your platform settings based on decisions made during the planning phase.
- b. Provide guidance as You integrate Your data flows.
- c. Provide assistance as You build out loyalty program components within the Oracle CrowdTwist Control Center.
- d. Setup Data Export Tool reports selected by You from the list provided by Oracle.
- e. Enable Campaign Segments identified by You and agreed to during the planning phase.

Your Cooperation and Project Assumptions

- 1. <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - a. Provide completed discovery questionnaire document one week prior to the start of the technical workshop.
 - b. Provide strategy decisions required for application setup.
 - c. You are responsible for setup of loyalty program components within the CrowdTwist Control Center.
 - d. You are responsible for all integrations and integration development.

- e. Ensure that Your tasks are completed in the mutually agreed upon project plan.
- f. Contact Oracle's project manager to request and schedule the performance of the Services within the Professional Services Period at a date and time mutually agreed to by the project managers.

2. Project Assumptions

- a. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays, and in the resource's time zone), except as otherwise mutually agreed upon.
- b. All Services will be delivered in English.
- c. Any document provided by Oracle will be in Microsoft Office application or Portable Document Format (PDF) format unless otherwise mutually agreed upon by the parties.
- d. Any document or output provided by Oracle will be based on Oracle templates.
- e. The Services will be performed by Oracle remotely or onsite as mutually agreed upon by the parties.
- f. The Services will be provided utilizing the available configurations in CrowdTwist.
- g. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that any such timelines or expected completion dates will be met, and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for the Services performed.
- h. All strategy decision points impacting configuration are subject to agreement by Oracle.
- i. Anything not expressly identified in The Description of Services above is not included in the scope of, or fees for, the Services in the applicable order.
- j. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

Unused Services

The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of six (6) months, or b) the expiration of the Cloud Services related to these Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the applicable order. In order for Oracle to provide the Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

Oracle Loyalty Consulting - Business Case Development and Strategy Program (Cloud) Part Number: B110450

Description of Services

During the Professional Services Period (defined below), Oracle will provide You with up to one hundred sixty hours (160) ("Total Hours") of assistance with Your loyalty program (the "Program") for any of the following activities (the "Services"):

- Review Your current business and marketing strategies to evaluate Your state of readiness for launching a loyalty program.
- Conduct custom competitive research and industry analysis of Your competitors' loyalty programs.
- Consult with You on loyalty trends and best practices for Your loyalty program design.

- Define Your objectives and key performance indicators (KPIs) tailored to Your loyalty program goals.
- Provide recommendations for innovative loyalty program features, rewards, and partnerships to enhance member engagement and commitment.

Your Cooperation and Project Assumptions

- 1. <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
 - a. Ensure that Your tasks are completed within the mutually agreed upon timeframes.
 - b. Contact Oracle's project manager to request and schedule the performance of the Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - c. Complete and return the Oracle-provided loyalty strategy questionnaire prior to commencement of the engagement.

2. Project Assumptions.

- a. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays, in the applicable resource's time zone), except as otherwise mutually agreed upon by the parties.
- b. All Services will be delivered in English.
- c. Payment of fees for the Services is not conditioned upon completion and/or acceptance of any outputs.
- d. Any documents provided by Oracle will be in Microsoft Office applications or Portable Document Format (PDF) format.
- e. Any document or output provided by Oracle will be based on Oracle templates, unless otherwise mutually agreed to by the parties.
- f. The Services will be performed by Oracle remotely, unless otherwise mutually agreed to by the parties.
- g. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such, Oracle does not guarantee that any such timelines or expected completion dates will be met, and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for the Services performed.
- h. Recommendations, definition of loyalty objectives, and KPIs are based on industry trends and best practices. Such recommendations, loyalty objectives and KPIs are to be validated by You prior to implementation in Your business architecture based upon Your business needs and Your internal business environment. Oracle will not be responsible for the outcome of implementing the recommendations, objectives and KPIs.
- i. Anything not expressly identified in the Description of Services above is not included in the scope of, or fees for, the Services under the applicable order.
- j. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

Unused Services

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the applicable order. In order for Oracle to provide the Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

Oracle Loyalty Consulting - Program Redesign and Innovation Roadmap (Cloud) Part Number: B110451

Description of Services

During the Professional Services Period (defined below), Oracle will provide You with up to one hundred sixty hours (160) ("Total Hours") of assistance with Your loyalty program (the "Program") for any of the following activities (the "Services"):

- Evaluate Your current loyalty program and identify areas of opportunities to innovate and improve performance.
- Conduct a comprehensive competitive analysis to benchmark Your loyalty program against up to five (5) industry peers and competitors identified by You.
- Provide insights into industry trends, consumer preferences, and competitive strategies to develop a strategic roadmap to inform Your loyalty program design and evolution.
- Provide recommendations for innovative loyalty program features, rewards, and partnerships to enhance member engagement and commitment.
- Define key performance indicators (KPIs) tailored to Your loyalty program objectives.

Your Cooperation and Project Assumptions

- 1. <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
 - a. Ensure that Your tasks are completed within the mutually agreed upon timeframes.
 - b. Contact Oracle's project manager to request and schedule the performance of the Services within the Professional Services Period at a date and time mutually agreed to by the project managers.
 - c. Complete and return the Oracle-provided loyalty strategy questionnaire prior to commencement of the engagement.

- a. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays, in the applicable resource's time zone), except as otherwise mutually agreed upon by the parties.
- b. All Services will be delivered in English.
- c. Payment of fees for the Services is not conditioned upon completion and/or acceptance of any outputs.
- d. Any documents provided by Oracle will be in Microsoft Office applications or Portable Document Format (PDF) format.
- e. Any document or output provided by Oracle will be based upon Oracle templates unless otherwise mutually agreed to by the parties.
- f. The Services will be performed by Oracle remotely unless otherwise mutually agreed to by the parties.
- g. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such, Oracle does not guarantee that any such timelines or expected completion dates will be met, and failure to meet such timelines shall not constitute a breach of contract or abrogate Your obligation to pay for the Services performed.
- h. Recommendations, definition of loyalty objectives, and KPIs are based on industry trends and best practices. Such recommendations, loyalty objectives and KPIs are to be validated by You prior to implementation in Your business architecture based upon Your business

needs and Your internal business environment. Oracle will not be responsible for the outcome of implementing the recommendations, objectives and KPIs.

- i. Anything not expressly identified in the Description of Services above is not included in the scope of, or fees for, the Services under the applicable order.
- j. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

Unused Services

The Services must be used within six (6) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the applicable order. In order for Oracle to provide the Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.

Oracle CrowdTwist Cloud Program Setup and Configuration Services – Lite Part Number: B110668

Description of Services

During the Professional Services Period (defined below), Oracle will provide You with up to one hundred fifty (150) person hours ("Total Hours") to assist You with the following activities (the "Services") related to Your instance of the Oracle CrowdTwist Cloud Service ("CrowdTwist"), which could include the following components:

- Loyalty Member Registration
- Data Transfers to and from CrowdTwist to Your System and/or Third-Party vendors
- Commerce Integration
- Standard Reporting
- International Program Currency and Multi-Language

1. Project Kick Off Phase

Conduct one (1) introductory session to:

- a. Provide an overview of the Services that will be performed; and
- b. Provide a technical discovery questionnaire document.

2. Technical Workshop Phase

Conduct one (1) technical workshop to:

- Assist You with identifying key components, integrations and data flows applicable to Your rewards program based upon Your completed technical discovery questionnaire which may include:
 - i. Loyalty member registration options;
 - ii. Data integration mechanisms to and from CrowdTwist and Your systems or thirdparty vendors related to Your platform integration; and
 - iii. Standard report functionality, including the dashboard and data export tool.
- b. Introduce a high-level project schedule to include project timeline, roles, responsibilities and dependencies as related to this project.

3. Planning Phase

- a. Collaborate, create, and mutually agree upon a project plan that will specify the project tasks, ownership of tasks, due dates and dependencies.
- b. Provide the Oracle CrowdTwist platform documentation.
- c. Provide an overview of the Oracle CrowdTwist Application Programing Interface ("API") library and Oracle CrowdTwist Control Center program management tools.
- d. Provide guidance to You as You finalize Your selected data flows, based on the outcome of the technical workshop which may include any of the following:
 - i. Loyalty member registration;
 - ii. Activities;
 - iii. Rewards:
 - iv. Data Push; and
 - v. Fulfilment.

4. Loyalty Program Design and Build Phase

- a. Configure Your platform settings based on decisions made during the Planning Phase.
- b. Provide guidance as You integrate Your data flows.
- c. Provide consulting assistance as You build out loyalty program components within the Oracle CrowdTwist Control Center.
- d. Provide consulting assistance as You setup the Data Export Tool reports selected by You from the list provided by Oracle.
- e. Configure segments identified by You and agreed to during the Planning Phase.

Your Cooperation and Project Assumptions

- 1. <u>Your Cooperation.</u> Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
 - a. Provide the completed technical discovery questionnaire document one week prior to the start of the Technical Workshop Phase.
 - b. Provide strategy decisions required for application setup.
 - c. Setup of loyalty program components within the CrowdTwist Control Center.
 - d. Completion of all integrations and integration development related to the Services.
 - e. Ensure that Your tasks are completed as set forth in the mutually agreed upon project plan.
 - f. Contact Oracle's project manager to request and schedule the performance of the Services within the Professional Services Period at a date and time mutually agreed to by the project managers.

- a. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays, in the resource's time zone), except as otherwise mutually agreed upon by the parties.
- b. All Services will be delivered in English.
- c. Any document provided by Oracle will be in Microsoft Office application or Portable Document Format (PDF) format, unless otherwise mutually agreed upon by the parties.
- d. Any document or output provided by Oracle will be based on Oracle templates.
- e. The Services will be performed by Oracle remotely or onsite, as mutually agreed upon by the parties.
- f. The Services will be provided utilizing the available configurations in CrowdTwist.
- g. Any timelines or expected completion dates discussed with You are estimated dates and are intended for planning purposes only. As such, Oracle does not guarantee that any such timelines or expected completion dates will be met, and failure to meet such timelines or expected completion dates shall not constitute a breach of contract or abrogate Your obligation to pay for the Services performed.

- h. All strategy decision points impacting configuration are subject to agreement by Oracle.
- i. Anything not expressly identified in the Description of Services above is not included in the scope of, or fees for, the Services in the applicable order.
- j. You and Oracle each agree to designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

Unused Services

The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of six (6) months, or b) the expiration of the Cloud Services related to the Services. Any portion of the Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Services. You may not apply any portion of unused Services or fees paid, for any services other than the Services stated in the applicable order. In order for Oracle to provide the Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.