ORACLE

Oracle Eloqua Professional Services Descriptions

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THE ORACLE PROFESSIONAL SERVICES DELIVERY POLICIES ("POLICIES")AVAILABLE AT HTTP://WWW.ORACLE.COM/CONTRACTSAPPLY TO ALLPROFESSIONALSERVICESINYOURORDER.

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.

ELOQUA IMPLEMENTATION SERVICES

Eloqua Contact-Level Security Service (NA Only)

Part # B74232

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua Contact-Level Security offering:
 - A. Provide You a one (1) hour remote webinar session to review the project scope, roles and responsibilities, pre-requisite work required, the project checklist, and the project plan;
 - B. Assist You with selecting two (2) (such as Business Unit and Region) to control which contacts existing users can access;
 - C. Assist You with selecting up to (10) label values for up to (2) categories using existing Eloqua security groups;
 - D. Configure up to (2) categories and up to (10) label values per category.
 - E. Assist You map up to ten (10) existing Eloqua users to the label(s) that the users should have access to;
 - F. Configure one (1) program in the Program Builder module in Eloqua to assign new or updated contacts a category and label;
 - G. Assist You with performing a one (1) time data upload of all existing Eloqua Contacts into the assignment program; and
 - H. Schedule a one (1) hour follow-up Question and Answer ("Q&A") session regarding the features and/ or functionality for contact level security.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide use cases prior to the commencement of the configuration.
 - 3. Performing user acceptance testing and provide responsibility for the development of any test cases.
 - 4. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. Category and label assignment will be based off the existing Eloqua user security, and customized security groups will be not created as part of this service. For example, if an existing user has basic marketing user security access, then they will continue to have that level of access in the application.
 - 2. The Services above only apply to customers on Eloqua Standard Marketing Cloud, Eloqua Enterprise Marketing Cloud, or those who have purchased the Custom Security Roles and Access add-on for Eloqua Basic Marketing Cloud.
 - 3. All Services will be delivered in English.
 - 4. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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. 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.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Custom Subscription Center Implementation Service (NA Only)

Part # B74248

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua Custom Subscription Center Implementation:
 - A. Provide You with up to one (1) requirements gathering workshop remotely for up two (2) hours to review the project scope, roles and responsibilities, pre-requisite work required, the project checklist, and the project plan.
 - B. Recommend one (1) of the three (3) subscription center approaches from the list below:
 - 1. Contact Table;
 - 2. Custom Data Objects; or
 - 3. Email Groups.
 - C. Assist You with the Eloqua application configuration in one (1) language with the following:
 - 1. Up to one (1) contact entry form;
 - 2. Up to one (1) subscription page form;
 - 3. Up to one (1) confirmation page;
 - 4. Up to one (1) confirmation email; and
 - 5. Up to ten (10) subscription options.
 - D. Assist You with setting the contact subscription status for up to ten (10) new subscription options based on the current subscription option statuses.
 - E. Schedule a one (1) hour follow-up Question and Answer ("Q&A") session regarding the features and/ or functionality of Your subscription management.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide the content, images, and HTML for the contact entry form, subscription page form, confirmation page, and confirmation email.
 - 3. Provide use cases prior to the commencement of the configuration.
 - 4. Performing user acceptance testing and provide responsibility for the development of any test cases.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.

- 1. All Services will be delivered in English.
- 2. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Elementary Smart Start Implementation Service

Part #B90797 (NA Only)

Part #B90798 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Eloqua ("Eloqua") Elementary Smart Start implementation:
 - A. Conduct one (1) webinar session of up to one (1) hour in duration that may be attended by up to five (5) of Your participants to:
 - 1. Discuss the Services that will be performed,
 - 2. Discuss Your roles, prerequisites and responsibilities as stated in Section 3.A (Customer Obligations),
 - 3. Provide to You a document for You to complete ("Prerequisite Workbook"),
 - 4. Work with You to mutually create a project checklist document ("Project Checklist"), and
 - 5. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");
 - B. Conduct two (2) webinar sessions of up to one (1) hour each in duration that may be attended by up to five (5) of Your participants to:
 - 1. Review an Eloqua adoption roadmap,
 - 2. Review an internet protocol ("IP") warming guide,
 - 3. Review available standard Eloqua reports, and
 - 4. Provide Eloqua recommendations;
 - C. Provide one (1) hour of assistance with reviewing Your configuration prerequisites prior to the Onsite Workshop (defined below);
 - D. Conduct one (1) one-day onsite workshop ("Onsite Workshop") of up to eight (8) hours in duration that may be attended by up to twenty (20) of Your participants to:
 - 1. Assist You to perform the following email settings setup and configuration tasks:
 - a. Configure up to one (1) email default setting (e.g., Reply To, Display Name),
 - b. Create up to one (1) email header and one (1) email footer,
 - c. Configure up to one (1) email template,

- d. Configure up to one (1) branded bounce back sub-domain,
- e. Configure up to one (1) subscription management option, and
- f. Assist You to launch up to one (1) internal Eloqua email campaign;
- 2. Assist You to perform the following administration tasks:
 - a. Create up to five (5) Eloqua users,
 - b. Provide one (1) upload of up to fifty (50) competitor domains added to the master email exclude list,
 - c. Upload one (1) company logo into Eloqua,
 - d. Upload one (1) unsubscribe list and one (1) bounce back list into Eloqua,
 - e. Configure and test Your Eloqua tracking scripts in one (1) externally hosted website,
 - f. Upload one (1) contact list into Eloqua, and
 - g. Discuss Your user login security settings;
- 3. Assist You to perform the following database management setup tasks:
 - a. Create up to thirty (30) Eloqua contact fields,
 - b. Create one (1) contact view,
 - c. Provide recommendations regarding asset folder and naming conventions, and
 - d. Create one (1) Custom Data Object with up to ten (10) fields;
- 4. Assist You to perform the following landing page and form setup tasks:
 - a. Review one (1) default confirmation page, and
 - b. Create up to two (2) forms hosted in Eloqua or integrated with the externally hosted form; and
- E. Conduct one (1) webinar session ("Handoff Session") of up to thirty (30) minutes in duration that may be attended by up to five (5) of Your participants to review the key elements of the project.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months of the customer signature date of 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 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Complete and return the Prerequisite Workbook to Oracle prior to the Onsite Workshop.
 - 2. Provide to Oracle Your use cases prior to the commencement of any configuration Services.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 mutually agreed upon date and time.
 - 5. Provide up to two (2) weeks' notice for the scheduling of any onsite Services, which will be scheduled by Oracle at its discretion.

- 6. You are responsible for all travel expenses related to any onsite Services You may request.
- B. <u>Project Assumptions.</u>
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.
 - 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. Only the standard functionality of the current Eloqua version, as defined in the thencurrent product documentation, will be utilized during the Services.
 - 5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates.
 - 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.
- 5. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Eloqua Universal Smart Start Implementation Service

Part #B90799 (NA Only)

Part #B90800 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Eloqua ("Eloqua") Universal Smart Start implementation:
 - A. Conduct one (1) webinar session of up to two (2) hours in duration that may be attended by up to five (5) of Your participants to:
 - 1. Discuss the Services that will be performed,
 - 2. Discuss Your roles, prerequisites and responsibilities as stated in Section 3.A (Customer Obligations),
 - 3. Provide to You a document for You to complete ("Prerequisite Workbook"),

- 4. Work with You to mutually create a project checklist document ("Project Checklist"), and
- 5. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");
- B. Conduct two (2) webinar sessions of up to one (1) hour each in duration that may be attended by up to five (5) of Your participants to:
 - 1. Review an Eloqua adoption roadmap,
 - 2. Review available standard Eloqua reports,
 - 3. Provide Eloqua recommendations, including:
 - a. Lead nurturing and scoring, and
 - b. Sales enablement;
- C. Provide one (1) hour of assistance with reviewing Your configuration prerequisites prior to the Onsite Workshop (defined below);
- D. Conduct one (1) two-day onsite workshop ("Onsite Workshop") of up to eight (8) hours each per day in duration that may be attended by up to twenty (20) of Your participants to:
 - 1. Assist You to perform the following email settings setup and configuration tasks:
 - a. Configure up to one (1) email default setting (Reply To, Display Name),
 - b. Create up to one (1) email header and one (1) email footer,
 - c. Configure up to one (1) email template,
 - d. Configure up to one (1) branded bounce back sub-domain;
 - e. Configure up to one (1) subscription management option; and
 - f. Assist You to launch up to one (1) internal Eloqua email campaign;
 - 2. Assist You to perform the following administration tasks:
 - a. Create up to five (5) Eloqua users,
 - b. Provide one (1) upload of up to fifty (50) competitor domains added to the master email exclude list,
 - c. Upload one (1) company logo into Eloqua,
 - d. Upload one (1) unsubscribe list and one (1) bounce back list into Eloqua,
 - e. Configure and test Your Eloqua tracking scripts in one (1) externally hosted website,
 - f. Upload one (1) contact list into Eloqua,
 - g. Discuss Your user login security settings,
 - h. Provide recommendations regarding the setup of an external security assertion markup language ("SAML") 2.0 compliant Eloqua identity provider,
 - i. Assist You to select two (2) categories (e.g., business unit and region) to control which contacts existing users can access,
 - j. Assist You to select up to twenty (20) label values for up to two (2) categories using existing Eloqua security groups,
 - k. Configure up to two (2) categories and up to twenty (20) label values,
 - 1. Assist You to map up to ten (10) existing Eloqua users to the label(s) that the users should have access to as determined by You, and
 - m. Configure one (1) label assignment workflow automation to assign a category and label to new or updated contacts;
 - 3. Assist You to perform the following database management setup tasks:
 - a. Create up to thirty (30) Eloqua contact fields and one (1) contact view,
 - b. Provide recommendations regarding asset folder and naming conventions, and
 - c. Create up to three (3) Custom Data Objects with up to twenty (20) fields each; and
 - 4. Assist You to perform the following landing page and form setup tasks:
 - a. Review one (1) default confirmation page, and

- b. Create up to two (2) forms hosted in Eloqua or integrated with the externally hosted form;
- E. Set up one (1) lead scoring model consisting of up to four (4) attributes each for profile and engagement scoring;
- F. Install the Eloqua Customer Profiler Cloud Service and Eloqua Engage Cloud Service in one (1) Eloqua production environment;
- G. Set up one (1) internet protocol ("IP") warming template program that will send one (1) email to a contact list provided by You;
- H. Create one (1) lead nurture campaign framework on the Eloqua campaign canvas with up to three (3) email steps; and
- I. Conduct one (1) webinar session ("Handoff Session") of up to thirty (30) minutes in duration that may be attended by up to five (5) of Your participants to review the key elements of the project.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months of the customer signature date of 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 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Complete and return the Prerequisite Workbook to Oracle prior to the Onsite Workshop.
 - 2. Provide to Oracle Your use cases prior to the commencement of any configuration Services.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 mutually agreed upon date and time.
 - 5. Provide up to two (2) weeks' notice for the scheduling of any onsite Services, which will be scheduled by Oracle at its discretion.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. Provide to Oracle the contact list that will be used for Your IP warming.
 - B. <u>Project Assumptions.</u>
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.
 - 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. Only the standard functionality of the current Eloqua version, as defined in the thencurrent product documentation, will be utilized during the Services.
- 5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
- 6. Any document or output provided by Oracle will be based on Oracle templates.
- 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.
- 5. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Eloqua Enterprise Smart Start Implementation Service

Part #B90801 (NA Only)

Part #B90802 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Eloqua ("Eloqua") Enterprise Smart Start implementation:
 - A. Conduct one (1) webinar session of up to two (2) hours in duration that may be attended by up to five (5) of Your participants to:
 - 1. Discuss the Services that will be performed,
 - 2. Discuss Your roles, prerequisites and responsibilities as stated in Section 3.A (Customer Obligations),
 - 3. Provide to You a document for You to complete ("Prerequisite Workbook"),
 - 4. Work with You to mutually create a project checklist document ("Project Checklist"), and
 - 5. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");
 - B. Provide one (1) hour of assistance with reviewing Your configuration pre-requisites prior to the Two-Day and Three-Day Workshops (defined below);
 - C. Conduct one (1) two-day onsite workshop ("Two-Day Workshop") of up to eight (8) hours each per day in duration that may be attended by up to twenty (20) of Your participants to:
 - 1. Review an Eloqua adoption roadmap,
 - 2. Review available standard Eloqua reports,
 - 3. Provide Eloqua recommendations, including:

- a. Lead nurturing and scoring, and
- b. Sales enablement;
- D. Conduct one (1) three-day onsite workshop ("Three-Day Workshop") of up to eight (8) hours each per day in duration that may be attended by up to twenty (20) of Your participants to:
 - 1. Assist You to perform the following email settings setup and configuration tasks:
 - a. Configure up to one (1) email default setting (Reply To, Display Name),
 - b. Create up to one (1) email header and one (1) email footer,
 - c. Configure up to one (1) email template,
 - d. Configure up to one (1) branded bounce back sub-domain;
 - e. Configure up to one (1) subscription management option; and
 - f. Assist You to launch up to one (1) internal Eloqua email campaign;
 - 2. Assist You to perform the following administration tasks:
 - a. Create up to five (5) Eloqua users,
 - b. Provide one (1) upload of up to fifty (50) competitor domains added to the master email exclude list,
 - c. Upload one (1) company logo into Eloqua,
 - d. Upload one (1) unsubscribe list and one (1) bounce back list into Eloqua,
 - e. Configure and test Your Eloqua tracking scripts in one (1) externally hosted website,
 - f. Upload one (1) contact list into Eloqua,
 - g. Discuss Your user login security settings,
 - h. Provide recommendations regarding the setup of an external security assertion markup language ("SAML") 2.0 compliant Eloqua identity provider,
 - i. Assist You to select two (2) categories (e.g., business unit and region) to control which contacts existing users can access,
 - j. Assist You to select up to fifty (50) label values for up to two (2) categories using existing Eloqua security groups,
 - k. Configure up to two (2) categories and up to fifty (50) label values,
 - I. Assist You to map up to ten (10) existing Eloqua users to the label(s) that the users should have access to as determined by You, and
 - m. Configure one (1) label assignment workflow automation to assign a category and label to new or updated contacts;
 - 3. Assist You to perform the following database management setup tasks
 - a. Create up to thirty (30) Eloqua contact fields and one (1) contact view,
 - b. Provide recommendations regarding asset folder and naming conventions,
 - c. Create up to five (5) Custom Data Objects with up to twenty (20) fields each, and
 - d. Create a process to standardize up to six (6) standard Eloqua fields (e.g., apps, update rules, lookup tables) or standardized lists provided by You;
 - 4. Assist You to perform the following landing page and form setup tasks:
 - a. Review one (1) default confirmation page; and
 - b. Create up to two (2) forms hosted in Eloqua or integrated with the externally hosted form.
- E. Set up one (1) lead scoring model consisting of up to four (4) attributes each for profile and engagement scoring;
- F. Install the Eloqua Customer Profiler Cloud Service and Eloqua Engage Cloud Service in one (1) Eloqua production environment;
- G. Set up one (1) internet protocol ("IP") warming template program that will send one (1) email to a contact list provided by You;

- H. Create one (1) lead nurture campaign framework on the Eloqua campaign canvas with up to three (3) email steps; and
- I. Conduct one (1) webinar session ("Handoff Session") of up to thirty (30) minutes in duration that may be attended by up to five (5) of Your participants to review the key elements of the project.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months of the customer signature date of 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 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation
 - 1. Complete and return the Prerequisite Workbook to Oracle prior to the Three-Day Workshop.
 - 2. Provide to Oracle Your use cases prior to the commencement of any configuration Services.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 mutually agreed upon date and time.
 - 5. Provide up to two (2) weeks' notice for the scheduling of any onsite Services, which will be scheduled by Oracle at its discretion.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. Provide to Oracle the contact list that will be used for Your IP warming.
 - B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.
 - 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. Only the standard functionality of the current Eloqua version, as defined in the thencurrent product documentation, will be utilized during the Services.
 - 5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates.
 - 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.
- 5. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

Oracle Eloqua Implementation Service for IP Warming Program New Logo (NA Only)

Part # B92594 (NA Only)

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to 15.6 times the number in the Quantity field in Your order for this part number. Such assistance shall consist of following activities ("Services") related to Your Oracle Eloqua ("Eloqua") Cloud Services.
 - A. Provide You with one (1) webinar session for up to sixty (60) minutes for up to five (5) individuals designated by You. The webinar is intended to review the project scope, roles and responsibilities, pre-requisite work required, and project plan.
 - B. Assist You with the customization and execution of one (1) IP Warming program, which runs over a five (5) week period.
 - C. Assist You in providing up to two (2) hours of assistance reviewing sender scores, deliverability issues, and resolution options over the five (5) week period of the program's execution.
 - D. Provide You one (1) webinar session for up to thirty (30) minutes for up to five (5) individuals designated by You. The webinar is intended as the handoff meeting to review key elements of the project.
- 2. <u>Your Cooperation and Project Assumptions.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Providing all necessary images and content for the emails.
 - 2. Provide the list of contacts to be emailed during the IP Warming program five (5) week period.
 - 3. Complete all documents and workbooks, as required by the Oracle Eloqua consulting Project manager.
 - 4. Provide use cases prior to the commencement of the configuration.
 - B. Project Assumptions.
 - 1. All Services will be delivered in English.
 - 2. All Services will be provided remotely.

- 3. <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. 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.
- 4. <u>Project Management.</u> You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

Eloqua Integration Service for CRM or SFTP File Transfer

Part #B90803 (NA Only)

Part #B90804 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You with the following Services related to Your Oracle Eloqua ("Eloqua") customer relationship management system ("CRM") or secure file transfer protocol ("SFTP") integration:
 - A. Conduct one (1) webinar session ("Kickoff") of up to thirty (30) minutes in duration that may be attended by up to five (5) of Your participants to:
 - 1. Discuss the Services that will be performed,
 - 2. Discuss Your roles, pre-requisites and responsibilities as stated in Section 3.A (Customer Cooperation),
 - 3. Work with You to mutually create a project checklist document ("Project Checklist"),
 - 4. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan"), and
 - 5. Document in the Project Plan whether You want Oracle to perform a CRM integration or a SFTP integration as described in Section 1.F;
 - B. Conduct one (1) webinar session of up to one (1) hour in duration that may be attended by up to five (5) of Your participants to:
 - 1. Review the Eloqua data model and CRM or SFTP integration process, and
 - 2. For a CRM integration, document which CRM update program You want Oracle to configure.
 - C. Provide to You a CRM or SFTP field mapping document ("Field Mapping Spreadsheet") that describes the following fields that will be exchanged between Your CRM or SFTP file generated by You and Eloqua:
 - 1. One (1) inbound import for up to fifty (50) lead fields to be stored on the Eloqua contact object,
 - 2. One (1) inbound import for up to fifty (50) contact fields to be stored on the Eloqua contact object, and
 - 3. One (1) inbound import for up to fifty (50) account fields to be stored on the Eloqua account object;
 - D. Work with You to complete the Field Mapping Spreadsheet.
 - E. Configure the CRM or SFTP integration in Eloqua as documented in the Field Mapping Spreadsheet;

- F. Perform either of the following additional CRM integration or SFTP integration activities as documented in the Project Plan:
 - 1. Additional CRM integration activities:
 - a. Configure a CRM update program based on Eloqua's "Create Unique" or "Point of Interest" methodology to create a CRM lead or update a CRM lead or contact from the Eloqua contact record for up to fifty (50) fields per lead and contact from Eloqua.
 - b. Configure the synchronization of website visit activity and email (i.e., subscribe, unsubscribe, bounce-back, open, and click-through activity).
 - c. Provide to You the URL for the contact activity overview web link.
 - 2. Additional SFTP integration activities: Export a file of new or modified records to Your SFTP server supporting up to fifty (50) fields from Eloqua.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months of the customer signature date of 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 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide to Oracle Your use cases prior to the commencement of any configuration Services.
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 3. 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 mutually agreed upon date and time.
 - 4. For a CRM integration, ensure that You are on one of the following CRM versions:
 - a. Oracle CRM On Demand
 - b. Oracle Sales Cloud versions R11, R12, or R13
 - c. Salesforce
 - d. Microsoft Dynamics CRM Online versions 2011, 2013, 2015, 2016, 2016 Update 1, or 365, or
 - e. Microsoft Dynamics CRM On Premise versions 2011, 2013, 2015, 2015 Service Pack 1, 2016, or 2016 Service Pack 1.
 - 5. For a SFTP integration, make flat files available for automated import and export on a SFTP server set up and hosted by You.
 - 6. Provide any required permissions necessary to allow Eloqua to update the entities as described in the Field Mapping Spreadsheet.
 - 7. Work with Oracle to complete the Field Mapping Spreadsheet prior to the commencement of any configuration Services.
 - 8. During the Kickoff session, indicate whether You want Oracle to perform a CRM integration or a SFTP integration as described in Section 1.F so that Your choice can be documented in the Project Plan.

- 9. You are responsible for all travel expenses related to any onsite Services You may request.
- B. <u>Project Assumptions.</u>
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.
 - 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. Only the standard functionality of the current Eloqua version, as defined in the thencurrent product documentation, will be utilized during the Services.
 - 5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates.
 - 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.
- 5. <u>Resource Costs</u>. You acknowledge that the performance of Services under this order may involve use of resources from a country or location other than that in which the Services are to be performed ("non-native resources"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. These costs as related to the performance of Services under this order are defined as Resource Costs. Accordingly, for Services performed under this order, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

ELOQUA EXPERT SERVICES

Eloqua Expert Service (NA Only)

Part # B85969

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to twelve point five (12.5) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to Your Oracle Eloqua ("Eloqua") Cloud Services:
 - A. Creating email templates;
 - B. Creating forms and landing pages;
 - C. Reviewing Your Eloqua marketing activities and providing recommendations;
 - D. Building automated email campaigns;

- E. Configuring lead scoring;
- F. Creating gated forms;
- G. Implementing Eloqua forms and progressively profiling Your online prospects; and
- H. Project management tasks.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your</u>Cooperation
 - 1. 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 mutually agreed upon date and time.
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - B. <u>Project Assumptions</u>.
 - 1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single week during the Professional Services Period.
 - 2. All Services will be performed by Oracle remotely.
 - 3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 4. After commencement of the Services, Oracle will provide the Services on a month-tomonth consecutive basis only during the Professional Services Period.
 - 5. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. Unless otherwise stated in Your order, 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 the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Eloqua Cloud Services related to these Services. 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Expert Concierge Service (NA Only)

Part # B85970

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to sixty point five (60.5) times the number in the

Quantity field in Your order for this part number of assistance with the following activities ("Services") related to Your Oracle Eloqua ("Eloqua") Cloud Services:

- A. Creating email templates;
- B. Creating forms and landing pages;
- C. Reviewing Your Eloqua marketing activities and providing recommendations;
- D. Building automated email campaigns;
- E. Configuring lead scoring;
- F. Creating gated forms;
- G. Implementing Eloqua forms and progressively profiling Your online prospects; and
- H. Project management tasks.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - B. <u>Project Assumptions</u>.
 - 1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single day during the Professional Services Period.
 - 2. All Services will be performed by Oracle remotely.
 - 3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 4. After commencement of the Services, Oracle will provide the Services on a month-tomonth consecutive basis only during the Professional Services Period.
 - 5. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. Unless otherwise stated in Your order, 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 the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Eloqua Cloud Services related to these Services. 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary

contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Expert Services Workshop, Hourly Services (NA Only)

Part # B89464

- 1. <u>Description of Services</u>. During the Professional Services Period (as defined below), Oracle will make available to You, for up to the quantity of hours identified in Your order, any of the following services ("Services") related to Your Oracle Eloqua platform ("Eloqua"):
 - A. Prepare for and conduct a review of Your Eloqua marketing activities ("workshop"), and from the results produced from such workshop, provide recommendations on additional Eloqua features and/or marketing activities available for use by You; and
 - B. The following project management activities related to the performance of the Services hereunder:
 - 1. In preparation of the workshop, create a list of tasks that will make up the workshop ("project plan"), which will include Your tasks and Oracle tasks and shall be mutually agreed upon by You and Oracle;
 - 2. Plan and schedule Oracle resources who will conduct the workshop; and
 - 3. Document and track the results produced from the workshop, and review such results in status calls with Your project manager.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. To schedule the workshop, please provide Oracle with the following minimum days' notice:
 - a. Onsite workshop: twenty-one (21) calendar days advance notice; or
 - b. Remote workshop: fourteen (14) calendar days advance notice.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be performed by Oracle remotely and/or onsite at Your facility as mutually agreed upon by You and Oracle.
 - 2. Any activities not included in section 1 above are not included within the scope of, or estimated fees for, Services.
 - 3. Oracle resources will not perform more than eight (8) hours of Services in a business day.
 - 4. A scheduled workshop may be a single or multi-day workshop as mutually agreed to by the parties.
 - 5. Each business day scheduled for a single or multi-day onsite workshop will be billed for no fewer than eight (8) hours, and a multi-day onsite workshop will be delivered in consecutive business days.
- 3. <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. 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.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Cloud Expert Services (EMEA/JPAC/LAD)

Part #B91010

- <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will
 provide You up to the number of hours equal to twelve (12) times the number in the Quantity field
 in Your order for this part number of assistance with the following activities ("Services") related to
 the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser,
 Responsys, Social, or Unity Cloud Services indicated by You:
 - A. Configuration of the standard functionality of the OMC Cloud Services;
 - B. Advice and guidance on use of the standard functionality of the OMC Cloud Services; and
 - C. Advice and guidance to facilitate adoption of the OMC Cloud Services by Your Users.
- 2. <u>Your Cooperation and Project Assumptions.</u> Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Prior to commencement of the Services, indicate to Oracle the one (1) type of OMC BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services these Services will apply to. Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
 - 2. Provide a "roadmap" that describes Your planned use of the OMC Cloud Services prior to commencement of the Services, and review and update Your roadmap during provision of the Services.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - B. <u>Project Assumptions</u>.
 - 1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single week during the Professional Services Period.
 - 2. All Services will be performed by Oracle remotely.
 - 3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 4. After commencement of the Services, Oracle will provide the Services on a month-tomonth consecutive basis only during the Professional Services Period.
 - 5. Only the standard functionality of the current OMC Cloud Services version, as defined in the then-current product documentation, will be utilized during the Services.

- 6. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
- 7. Any document or output provided by Oracle will be based on Oracle templates.
- 8. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
- 9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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 the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of the OMC Cloud Services related to these Services. 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Cloud Expert Concierge Services (EMEA/JPAC/LAD)

Part #B91011

- <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will
 provide You up to the number of hours equal to sixty (60) times the number in the Quantity field
 in Your order for this part number of assistance with the following activities ("Services") related to
 the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser,
 Responsys, Social, or Unity Cloud Services indicated by You:
 - A. Configuration of the standard functionality of the OMC Cloud Services;
 - B. Advice and guidance on use of the standard functionality of the OMC Cloud Services; and
 - C. Advice and guidance to facilitate adoption of the OMC Cloud Services by Your Users.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your Cooperation</u>.
 - 1. Prior to commencement of the Services, indicate to Oracle the one (1) type of OMC BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services these Services will apply to. Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
 - 2. Provide a "roadmap" that describes Your planned use of the OMC Cloud Services prior to commencement of the Services, and review and update Your roadmap during provision of the Services.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

- B. <u>Project Assumptions</u>.
 - 1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single day during the Professional Services Period.
 - 2. All Services will be performed by Oracle remotely.
 - 3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 4. After commencement of the Services, Oracle will provide the Services on a month-tomonth consecutive basis only during the Professional Services Period.
 - 5. Only the standard functionality of the current OMC Cloud Services version, as defined in the then-current product documentation, will be utilized during the Services.
 - 6. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
 - 7. Any document or output provided by Oracle will be based on Oracle templates.
 - 8. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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 the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of the OMC Cloud Services related to these Services. 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Expert Product Adoption Service (NA Only)

Part# B110592

- <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to two hundred (200) hours of assistance with any of the following activities ("Services") related to Your Oracle Eloqua ("Eloqua") Cloud Services (Your "Project"):
 - A. Kick Off and Discovery

- 1. Conduct one (1) remote kickoff meeting ("Kickoff"), up to one (1) hour in duration, to assist You with the following:
 - a. Provide a Services overview,
 - b. Discuss Your marketing goals and objectives,
 - c. Discuss Your roles and responsibilities,
 - d. Discuss Your technology adoption and usage goals,
 - e. Establish an engagement plan outlining the Project schedule.
- B. Resource Sites Review
 - 1. Conduct one (1) remote meeting, up to one (1) hour in duration, for up to fifteen (15) participants, to provide You with an introduction to the following Oracle Resource Sites:
 - a. Oracle Customer Connect,
 - b. My Oracle Support, and/or
 - c. Help Center.
- C. Implementation, Architecture, and Security Overview
 - 1. Conduct one (1) remote meeting, up to two (2) hours in duration, for up to five (5) Admin and/or Super User participants, to review the following for Your Eloqua environment:
 - a. Existing implementation documentation,
 - b. Existing architecture,
 - c. Product configuration settings,
 - d. Account administration and security,
 - e. User settings and delegation, and/or
 - f. Implementation configurations.

D. Training

- 1. Conduct up to four (4) remote classroom webinars, up to six (6) hours in duration each, for up to twelve (12) participants, to train Your participants in any of the following:
 - a. Basic: Basic User interface navigation, available feature overview, creative, data, campaign, and reporting overview,
 - b. Standard: Standard build overview, dynamic campaign builds, introduction to: dynamic content, A/B Testing, programs, content blocks, shared content, and signature rules overview,
 - c. Advanced: Advanced data cleansing, multitouch nurture campaigns, AppCloud integrations, and custom objects,
 - d. Next Generation: Generative artificial intelligence ("AI") functionality.
- E. Adoption & Enablement
 - 1. Assist You with the following activities outlined in the engagement plan for Your product adoption and enablement:
 - a. Provide recommendations and best practices for Your Eloqua technology,
 - b. Assist You with Eloqua campaign configuration tasks,
 - c. Provide recommendations on Eloqua optimization,
 - d. Provide general recommendations and direction related to Your Project,

- e. Provide Eloqua training to review new functionality, addition of Your new team members, and Eloqua maturity and automation, as applicable,
- f. Perform project management tasks.
- F. Quarterly Business Reviews:
 - 1. Conduct four (4) remote quarterly business review meetings, up to two (2) hours in duration each, for up to six (6) participants, to review the following:
 - a. Adoption and Enablement progress report,
 - b. Your marketing key performance indicators ("KPIs"), and/or
 - c. Engagement plan progress report.

2. <u>Unused Services</u>.

The hours 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) the expiration of twelve (12) months, or b) the expiration of the Eloqua Cloud Services related to these Services. Any hours 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 hours. 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 under a separate ordering document to the terms and fees for such services.

3. Your Cooperation.

- A. Provide any required guidelines for the use of Your brand(s), if applicable.
- B. Make Your key stakeholders available as needed for the performance of Services.
- C. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
- D. 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 You and Oracle.

4. Project Assumptions.

- A. All Services will be delivered in English.
- B. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon by You and Oracle.
- C. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
- D. Any document or output provided by Oracle will be based on Oracle templates.
- E. The Services will be performed by Oracle remotely.
- F. 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.
- G. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

5. Project Management.

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager.

ELOQUA HOURLY SERVICE – FIXED PRICE

Eloqua Hourly Technical Services (NA Only)

Part #B86880

- <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of technical hours identified in Your order to assist You with Your Oracle Marketing Cloud Eloqua product ("Eloqua"). Such assistance may include any of the following tasks ("In Scope Tasks"):
 - A. <u>Technical Services Activities</u>.
 - 1. Perform data scoping activities;
 - 2. Assist You with the configuration and/or building of Your:
 - a. Customer relationship management ("CRM") data transfer,
 - b. Campaigns, audience filters, segments and/or programs,
 - c. Custom Data Objects,
 - d. Closed Loop Reporting,
 - e. Lead Scoring Model, and/or
 - f. Lead Nurturing Campaign;
 - 3. Assist with Your Eloqua database maintenance;
 - 4. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to:
 - a. Perform Eloqua user interface ("UI") end user training,
 - b. Review with You the In Scope Tasks; and/or
 - c. Discuss Your Eloqua campaign strategy, design and maintenance, audience selection and analysis and programmatic operational execution; and/or
 - 5. Provide assistance to address Eloqua issues identified by You;
 - B. Project Management Tasks.
 - 1. Provide point of contact for Your project(s).
 - 2. Provide coordination of the project progress including change requests.
 - 3. Assist in coordinating the scoping of new projects, if applicable.
 - 4. Plan and budget Oracle resources for Your project(s), as approved by You.
 - 5. Provide project status reports.
 - 6. Create and manage project schedules, including dependencies and key milestones.
 - 7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
 - 8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.

- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 2. 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 mutually agreed upon date and time.
 - 3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 2. All Services will be performed by Oracle remotely.
 - 3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
 - 4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
 - 5. Any documents provided by Oracle will be in Microsoft Office format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
 - 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. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
 - 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. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
 - 11. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

PILLAR SERVICES

Oracle Marketing Campaign Services

Part #B91178 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to fifty (50) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Services:
 - Bluekai
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. Provide assistance with the following activities related to Your OMC campaigns ("Campaigns"):
 - 1. Create a document that describes Your requirements for Campaigns as determined by You ("Campaign specification document"),
 - 2. Create Campaigns,
 - 3. Test Campaigns to assess whether they are pursuant to Your requirements in the Campaign specification document,
 - 4. Modify Campaigns as requested by You,
 - 5. Launch Campaigns,
 - 6. Schedule Campaigns, and
 - 7. Review Campaign results with You;
 - B. Attend meetings that You schedule related to the Services;
 - C. Provide Campaign status reports;
 - D. Provide recommendations on the use of Your OMC Cloud Services;
 - E. Provide up to two point five (2.5) of the Total Hours to perform the following project management tasks:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
 - 2. Plan and schedule Oracle resources.
- 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 OMC 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 Services or 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 Period, Oracle and You shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such Services.
- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

- A. <u>Your Cooperation</u>.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Make Your key stakeholders available as needed.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 You and Oracle.
 - 5. Provide Oracle with any Campaign information needed to perform the Services.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - 7. You are responsible for all travel expenses related to any onsite Services You may request.
- B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
 - 2. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
 - 3. Any document or output provided by Oracle will be based on Oracle templates.
 - 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. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any single month during the Professional Services Period.
 - 6. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 7. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 8. The 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.
 - 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Business Adoption Services

Part #B91007 (EMEA/JPAC/LAD Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:
 - Bluekai (Not available for NA Part # B91006)
 - CrowdTwist
 - Eloqua

- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. <u>Communication.</u>

- 1. Work with You to plan and facilitate requirements workshops related to Your initiatives with the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements;
- 2. Work with You to discuss, define, and mutually agree upon a set of deliverables and timelines;
- 3. Work with You to facilitate change management with your team;
- 4. Conduct workshops related to Your OMC Cloud Services, including, providing You with update information and planning for future activities; and
- 5. Work with You to create and maintain a document that describes Your strategic marketing and transformation initiatives related to the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements related to such initiatives ("Roadmap").
- B. <u>Customer Experience.</u>
 - 1. Work with You to understand and define your OMC strategy to optimize the experience for every internal and external participant in every interaction with Your brand;
 - 2. Work with You to define, create, update, and/or implement Your governance and operating model alignment relating to Your OMC Cloud Services;
 - 3. Work with You to define requirements and scope and facilitate change management of Your stakeholder engagement and communication;
 - 4. Work with You towards achieving your business goals with a defined OMC strategy;
 - 5. Work with You to analyze Your goals against mutually agreed key performance indicators ("KPIs");
 - 6. Work with You to define and execute a measurement strategy for Your customer experience;
 - 7. Work with You to define and execute optimized internal processes in the delivery of Your customer experience;
 - 8. Work with You to benchmark your platform maturity in order to create a plan for maturity advancement;
 - 9. Work with You to define and report against Your return on investment ("ROI") criteria for your investment in Oracle Consulting;
 - 10. Deliver training and support for the improved adoption of Oracle technology by Your teams;
 - 11. Analyze the gaps between Your current customer experience operations and Your objectives as described in Your Roadmap; and
 - 12. Create and maintain a document that describes Oracle's recommendations for the transformation of your customer experience operations to implement Your objectives.

- C. <u>Campaign Planning.</u>
 - 1. Work with You to create a campaign plan to perform campaigns related to Your use of the OMC Cloud Services;
 - 2. Analyze results of campaigns pursuant to the Roadmap performed by You or by Oracle under a separate order;
 - 3. Work with You to create a document that describes contact strategy recommendations for Your OMC campaigns;
 - 4. Review Your OMC campaign results and provide strategic campaign recommendations;
 - 5. Conduct workshops or provide analysis related to Your business adoption initiatives described in Your Roadmap; and
 - 6. Conduct training workshops related to Your use of the OMC Cloud Services pursuant to Your Roadmap.

D. <u>Skills Review</u>.

- 1. Review Your marketing resources' current skills and roles;
- 2. Analyze the gaps between Your marketing resources' current skills and roles and those required to implement Your marketing objectives described in Your Roadmap; and
- 3. Create and maintain a document that describes Oracle's recommendations for changes to Your marketing resources' current skills and roles to implement Your marketing objectives described in Your Roadmap.
- E. <u>Technology Review</u>.
 - 1. Review Your data model and data architecture related to Your current marketing operations;
 - 2. Conduct an audit to compare Your technologies used in Your current marketing operations to Your marketing objectives described in Your Roadmap;
 - 3. Conduct an application programming interface (API) discovery session to identify APIs related to Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap;
 - 4. Review and mutually agree upon how to use the OMC application development framework to use the APIs to create interfaces between Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap; and
 - 5. Create and maintain a document that describes Oracle's recommendations for changes to Your data model, data architecture, marketing technologies, and APIs related to the OMC Cloud Services to implement Your marketing objectives described in Your Roadmap.
- F. Provide up to four (4) of the Total Hours to perform the following project management tasks:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks; and
 - 2. Plan and schedule Oracle resources.
- 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 OMC 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Make Your key stakeholders available as needed.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 You and Oracle.
 - 5. Provide Oracle any data, analysis, or information needed to perform the Services.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
 - 2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 3. The 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.
 - 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.
 - 6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 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. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Creative Services

Part #B91004 (NA Only)

Part #B91005 (EMEA, JAPAC & LAD Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:
 - BlueKai (Not available for NA Part #B91004)
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. Provide creative concepts and non-image design content for Your OMC marketing materials;
 - B. Create email and landing page templates for Your OMC marketing materials;
 - C. Assist You with kinetic design and HTML coding requirements for Your OMC marketing materials;
 - D. Assist You with mobile display optimization of Your OMC marketing materials;
 - E. Review the creative design, copy, and code of Your OMC marketing materials;
 - F. Provide recommendations regarding Your OMC marketing material creative production process;
 - G. Assist You to plan Your OMC marketing program content;
 - H. Conduct workshops related to Your OMC marketing material creatives; and
 - I. Provide up to six (6) of the Total Hours to perform the following project management tasks:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
 - 2. Plan and schedule Oracle resources.
- 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 OMC 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Make Your key stakeholders available as needed.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

- 4. 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 You and Oracle.
- 5. Provide Oracle Your OMC marketing material creative requirements, images, and assets, and any data, analysis, or information needed to perform the Services.
- 6. You are responsible for all travel expenses related to any onsite Services You may request.
- B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
 - 2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 3. The 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.
 - 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.
 - 6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 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. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Technical Services (EMEA/JPAC/LAD)

Part #B91401 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You with up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:
 - BlueKai
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity

- A. Configure the standard functionality of the OMC Cloud Services;
- B. Provide advice and guidance on use of the standard functionality of the OMC Cloud Services;
- C. Schedule and attend workshops related to the OMC Cloud Services;
- D. Provide up to six (6) of the Total Hours to perform the following project management tasks:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
 - 2. Plan and schedule Oracle resources.
- 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 OMC 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your Cooperation</u>.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Make Your key stakeholders available as needed.
 - 3. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
 - 4. 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 You and Oracle.
 - 5. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
 - 2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 3. The 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.
 - 4. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates.
 - 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. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Cloud Project Management Services (EMEA/JPAC/LAD)

Part # B92592 (EMEA/JAPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (define below), Oracle will provide You with up to ten (10) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:
 - BlueKai
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. Provide a point of contact for Your project.
 - B. Provide coordination of the project progress, including change requests.
 - C. Create a document that includes the progress of Your OMC engagements ("OMC Project Roadmap").
 - D. Coordinate status meetings with key stakeholders (both Yours and Oracle).
 - E. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle.
 - F. Document and track project issues and requests for change.
 - G. Assist in coordinating the scoping of new projects, if applicable.
 - H. Plan and schedule Oracle resources, and
 - I. Assist in coordinating for integration of CX Marketing products.
- 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 OMC 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your Cooperation</u>.
 - 1. Make Your key stakeholders available as needed.
 - 2. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
 - 3. 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 You and Oracle.
 - 4. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - 5. You are responsible for all travel expenses related to any onsite Services You may request.
 - B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely or onsite at a mutually agreed upon location.
 - 2. The Services will be performed in English, unless another language is mutually agreed to.
 - 3. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 4. The 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.
 - 5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates.
 - 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. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Hourly Technical Services (EMEA/JPAC/LAD)

- <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of technical hours identified in Your order to assist You with Your Oracle Marketing Cloud platform. Such assistance may include any of the following tasks ("In Scope Tasks"):
 - A. <u>Technical Services Activities</u>.
 - 1. Perform data scoping activities;
 - 2. Assist You with the configuration and/or building of Your:
 - a. Customer relationship management ("CRM") data transfer,

- b. Campaigns, audience filters, segments and/or programs,
- c. Custom Data Objects,
- d. Closed Loop Reporting,
- e. Lead Scoring Model, and/or
- f. Lead Nurturing Campaign;
- 3. Assist with Your Oracle database maintenance;
- 4. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to:
 - a. Perform platform specific user interface ("UI") end user training,
 - b. Review with You the In- Scope Tasks; and/or
 - c. Discuss Your campaign strategy, design and maintenance, audience selection and analysis and programmatic operational execution; and/or
- 5. Provide assistance to address any platform specific issues identified by You;
- B. Project Management Tasks.
 - 1. Provide a point of contact for Your project(s).
 - 2. Provide coordination of the project progress including change requests.
 - 3. Assist in coordinating the scoping of new projects, if applicable.
 - 4. Plan and budget Oracle resources for Your project(s), as approved by You.
 - 5. Provide project status reports.
 - 6. Create and manage project schedules, including dependencies and key milestones.
 - 7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
 - 8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.
- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 2. 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 mutually agreed upon date and time.
 - 3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 2. All Services will be performed by Oracle remotely.
 - 3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.

- 4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
- 5. Any documents provided by Oracle will be in Microsoft Office format.
- 6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
- 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. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
- 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. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
- 11. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Technical Services Hours Package (NA Only)

- <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will
 provide You assistance with the following activities related to Your Oracle Digital Agency ('ODX')
 Cloud platform(s) for up to the number of hours equal to fifteen (15) times the number in the
 Quantity field specified in Your order ("Services"). Such assistance may include any of the following
 tasks related to any of the ODX Cloud platforms ("Platform(s)") listed below:
 - Oracle Responsys CloudPlatform ("Responsys")
 - Oracle Eloqua Cloud Platform ("Eloqua")
 - Oracle Unity Business Intelligence Platform ("UBI")
 - A. Technical Services Activities
 - 1. Scope technical activities related to Your Platform(s);
 - 2. Assist You with the implementation of Your new accounts or configuration of Your existing account(s) for Your Platform(s);
 - 3. Configure the standard functionality for Your Platform(s);

- 4. Provide recommendations on the use of the standard functionality for Your Platform(s);
- 5. Provide recommendations and troubleshooting assistance of Platform(s) issues identified by You; and
- 6. Perform Platform specific user interface ("UI") end user training as requested by You.
- B. Project Management Tasks
 - 1. Review the Services with You;
 - 2. Discuss Your roles and responsibilities;
 - 3. Discuss Your pre-requisites, if necessary for the performance of Services;
 - 4. Plan and schedule Oracle resources;
 - 5. Work with You to create a project checklist document ("Project Checklist"), if necessary for the performance of Services; and
 - 6. Provide a point of contact for Your project(s).
- 2. <u>Unused Services</u>.

The hours 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) the expiration of twelve (12) consecutive months, or b) the expiration of the ODX Cloud Services related to these Services. Any hours 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 hours. 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 to the terms and fees for such services.

- 3. Your Cooperation.
 - A. 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 mutually agreed upon date and time.
 - B. Ensure Your tasks are completed in the timeframe as mutually agreed upon and as requested by Oracle.
 - C. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
- 4. Project Assumptions.
 - A. All Services will be delivered in English unless otherwise requested by You and agreed to by Oracle.
 - B. All Services will be performed by Oracle remotely.
 - C. The Services will be performed during normal business hours and days, except as otherwise mutually agreed to by You and Oracle.
 - D. The Services will use Standard functionality ("Standard" is defined as that functionality contained within the product documentation).
 - E. Any documents provided by Oracle will be in Microsoft Office format or Portable Document Format ("PDF").
 - F. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
 - 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 Services performed.

- H. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
- I. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 5. Project Management.

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. You and Oracle shall each direct inquiries concerning the Services to the other party's project manager.

INACTIVE SKUS

Eloqua Basic Creative Modular Email Template Services (NA Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will perform the following activities related to Your Oracle Eloqua marketing platform ("Eloqua") creative email activities ("Services"):
 - A. Conduct a remote web conference call ("Discovery Call") which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to:
 - 1. Assist you to document your marketing program requirements for one (1) modular template ("Creative Brief");
 - 2. Discuss the Services, roles and responsibilities and Your pre-requisites;
 - B. Create one (1) mock-up version ("Version 1 Mock-Up") of Your Eloqua modular template for one (1) of Your brands that will contain one (1) framework consisting of the following:
 - 1. One (1) header,
 - 2. One (1) footer, and
 - 3. Up to eight (8) modules;
 - C. Conduct a remote web conference call ("Creative Review") which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to review the Version 1 Mock-Up with You;
 - D. Perform up to one (1) round of changes to the Version 1 Mock-Up ("Version 2 Mock-Up") based on Your Creative Review feedback;
 - E. Perform up to one (1) additional round of updates to Your Version 2 Mock-Up ("Version 3 Mock-Up") based on Your Version 2 Mock-Up feedback;
 - F. Create one (1) hypertext mark-up language ("HTML"), cascading style sheet language ("CSS3") framework as documented in the Version 3 Mock-Up that will contain the following:
 - 1. One (1) header, and
 - 2. One (1) footer, and
 - 3. Up to eight (8) modules ("mock-up modules");
 - G. Convert Your mock-up modules into HTML/CSS3 modules, for supported desktop and mobile devices ("mobile optimization");
 - H. Perform testing ("Email Client Testing") of Your framework and modules on Oracle's supported email clients and environments with test content only;
 - I. Create three (3) HTML base templates ("HTML Templates") comprised of a combination of Your mock-up modules as determined by You;
 - J. Create a document outlining Your module specifications; and

- K. Perform the following project management activities:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle,
 - 2. Plan and schedule Oracle resources, and
 - 3. Document and track project issues and requests for change.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide all required creative materials and assets (brand guidelines, logo, licensed fonts, etc.) at least two (2) days prior to the Discovery Call.
 - 3. Provide Your Creative Review feedback under section 1.D above within one (1) week of the Creative Review.
 - 4. Provide Your Version 2 Mock-Up feedback under section 1.E above within three (3) days of the delivery to You of Version 2 Mock-Up.
 - 5. Provide to Oracle the module combinations required by You in your HTML Templates with Your Version 2 Mock-Up feedback.
 - B. <u>Project Assumptions</u>.
 - 1. The modular template will leverage a mobile-first approach (as opposed to a responsive approach) for Your mobile optimization.
 - 2. All Services will be performed by Oracle remotely.
 - 3. All Services will be delivered in English.
 - 4. No changes will be made to the Version 3 Mock-Up once finalized by Oracle.
 - 5. The Services will include the design and build of one (1) email template for a single brand and a single language.
 - 6. The final supplied email template will be populated with dummy/placeholder content only.
 - 7. Web-safe fonts will be used for live and system text using a font stack approach.
 - 8. Email Client Testing will be performed for the following applications:
 - a. Mobile:
 - i. Android 4.4
 - ii. iOS 9, 10 & 11
 - iii. Gmail App
 - b. Desktop:
 - i. Outlook 2010, 2013 & 2016
 - c. Web:
 - i. AOL Mail
 - ii. Gmail
 - iii. Outlook.com
 - iv. Yahoo! Mail
 - 9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date on Your order, 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. 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.

4. <u>Project Management.</u> You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Hourly Campaign Services, Advanced (NA Only)

- 1. <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of campaign hours identified in Your order to assist You with Your Oracle Marketing Cloud Eloqua product ("Eloqua"). Such assistance may include the following activities ("In-Scope Tasks"):
 - A. <u>Campaign Tasks</u>.
 - 1. Create, test, modify, launch, schedule, review and/or provide recommendations to You for any of the following Eloqua features ("In- Scope Features"):
 - a. Eloqua Campaign,
 - b. Eloqua Features, and/or
 - c. Eloqua Landing Pages;
 - 2. Perform a manual data-import of Your data files that do not require supplemental data processing;
 - 3. Create a filter using Eloqua Filter Designer;
 - 4. Create and implement a strategic proof-of-concept ("POC"); and/or
 - 5. Remotely attend meetings that You schedule related to the In- Scope Tasks.
 - B. Project Management Tasks.
 - 1. Provide a point of contact for Your project(s).
 - 2. Provide coordination of the project progress including change requests.
 - 3. Assist in coordinating the scoping of new projects, if applicable.
 - 4. Plan and budget Oracle resources for Your project(s), as approved by You.
 - 5. Provide project status reports.
 - 6. Create and manage project schedules, including dependencies and key milestones.
 - 7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
 - 8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).
- 2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.

- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 3. 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 mutually agreed upon date and time.
 - 4. Complete and return to Oracle an Oracle Campaign Request Form ("CRF") for each campaign or SMS request.
 - 5. Complete and return to Oracle an Oracle Business Requirements Document ("BRD") for each Program, Display, Push, Form, Landing Page, Cloud Connectors, Components and Connect Job request.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 2. All Services will be performed by Oracle remotely.
 - 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. 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.
 - 6. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
 - 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. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua CRM Staging to Production Integration Promotion Service (NA Only)

Part # B74219

1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua ("Eloqua") sandbox integration:

- A. Provide You with one (1) webinar session for up to thirty (30) minutes for up to five (5) individuals designated by You. The webinar is intended to review the project scope, roles and responsibilities, pre-requisite work required, and the project plan.
- B. Assist You with creating one (1) Customer Relationship Management ("CRM") user for integration of Your CRM production environment to Your Eloqua production environment.
- C. Compare Application Programming Interface ("API") Integration events for up to fifty (50) field names for consistency between the Eloqua Sandbox and the Eloqua production environments.
- D. Provide You one (1) webinar session for up to thirty (30) minutes for up to five (5) individuals designated by You. The webinar is intended to provide testing assistance for Your Eloqua Administrator and CRM Administrator throughout their Quality Assurance ("QA") testing for Eloqua's standard tests defined in the QA guide.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide use cases prior to the commencement of the configuration.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English.
 - 2. You have an existing CRM integration with either Oracle On Demand, Salesforce, or Microsoft CRM and Your production Eloqua environment.
 - 3. This service modifies Your existing CRM staging to Eloqua production integration and does not build an additional integration connection to Your CRM production environment.
 - 4. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within nine (9) 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua SmartStart Implementation Service for Salesforce.com Person Accounts (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua implementation service for Salesforce Person Accounts:
 - A. Provide You with one (1) hour webinar session for up to two (2) hours for up to five (5) individuals designated by You. The webinar is intended to review the project scope, roles and responsibilities, pre-requisite work required, and the project plan. The working session will also review Your current use of Person Accounts in Salesforce and review of the Eloqua data model as it pertains to Person Accounts integration to Salesforce.
 - B. Assist You in completing one (1) Salesforce field mapping spreadsheet for Person Accounts integration. The field mapping spreadsheet will support up to thirty (30) fields for inbound integration and thirty (30) fields for updating person accounts.
 - C. Assist You with configuring the Salesforce integration to add up to two (2) auto synchs from Person Accounts in Salesforce into Eloqua.
 - D. Provide You with one (1) webinar session for up to thirty (30) minutes for up to five (5) individuals designated by You. The webinar is intended as the handoff meeting to review key elements of the project.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Complete the Person Account integration field mapping spreadsheet, as required by the Oracle Eloqua Consulting project manager.
 - 3. Provide use cases prior to the commencement of the configuration.
 - 4. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. This service must either be provided in conjunction with a Salesforce integration service or be applied to an existing Salesforce integration.
 - 2. All Services will be delivered in English.
 - 3. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within nine (9) 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document.

You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Closed Loop Reporting Service for Microsoft Dynamics (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua Closed Loop Reporting Service for Microsoft Dynamics:
 - A. Provide You a one (1) hour remote webinar session to review the project scope, roles and responsibilities, pre-requisite work required, the project checklist, and the project plan;
 - B. Recommend a revenue attribution model;
 - C. Assist You configure the selected revenue attribution model in Eloqua;
 - D. Configure a one-way integration from the Microsoft Dynamics 2011 opportunity object into the Eloqua opportunity object; and
 - E. Schedule a one (1) hour follow-up Question and Answer ("Q&A") session regarding the features and/ or functionality for closed Loop reporting.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Use the opportunity fields, sales, stages, and status for tracking opportunity progression in Microsoft Dynamics 2011. Your Microsoft Dynamics 2011 database must have a linkage from the Microsoft Customer Relationship Management ("MSCRM") Account object to the MSCRM opportunity objects.
 - 3. Provide use cases prior to the commencement of the configuration.
 - 4. Performing user acceptance testing, and provide responsibility for the development of any test cases.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. This service is limited to customers who use Microsoft Dynamics 2011 Customer Relationship Management.
 - 2. All Services will be delivered in English.
 - 3. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within nine (9) 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. 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.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Closed Loop Reporting Service for Salesforce.com (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua Closed Loop Reporting Service for Salesforce ("SFDC"):
 - A. Provide You with a one (1) hour remote webinar session to review the project scope, roles and responsibilities, pre-requisite work required, the project checklist, and the project plan;
 - B. Recommend a revenue attribution model;
 - C. Assist You configure the selected revenue attribution model in Eloqua;
 - D. Configure a one-way integration from the SFDC opportunity object into the Eloqua opportunity object;
 - E. Assist You with configuring response rules in Eloqua; and
 - F. Schedule a one (1) hour follow-up Question and Answer ("Q&A") session regarding the features and/ or functionality for closed loop reporting.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide use cases prior to the commencement of the configuration.
 - 3. Performing user acceptance testing, and provide responsibility for the development of any test cases.
 - 4. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. The Oracle Eloqua Implementation Reporting Service for Salesforce is limited to customer using Saleforce.com as a Customer Relationship Management ("CRM") system and Eloqua10.
 - 2. All Services will be delivered in English.
 - 3. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within nine (9) 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. 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.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloua Single Point Integration Workshop (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to You single point integration workshop:
 - A. Provide You with one (1) webinar session for up to thirty (90) minutes for up to twenty (20) attendees to review the project scope, roles and responsibilities, pre-requisite work required, and the workshop agenda and meeting logistics;
 - B. Provide You with one (1) onsite workshop, for up to one (1) person day, for up to twenty (20) attendees;
 - C. Provide You an Eloqua data model overview to build context for the data integration points;
 - D. Review with You at a high-level, the data model of one (1) external database to be integrated;
 - E. Recommend an integration method from Eloqua to one (1) external database using a flat file transfer, a Secure File Transfer Protocol ("SFTP") connection, or with the use of Eloqua's Application Programming Interface ("API");
 - F. Assist You in the creation of one (1) data model design document ("Design Document") describing the integration; and
 - G. Provide You with one (1) remote follow-up meeting for up to ninety (90) minutes, for up to twenty (20) attendees to review the Design Document.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies::
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide a resource to develop, program, and test the integration between Your external database and Eloqua.
 - 3. Provide use cases prior to commencement of configuration;
 - 4. Perform user acceptance testing as per the mutually agreed upon project plan timeline.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English.
 - 2. The Services above are limited to conducting a workshop for the development of the integration and do not include coding or other similar Services for the development of the integration.
 - 3. The Services are limited to discussions around bulk data transfer between Eloqua and the external system.
 - 4. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

- 3. <u>Unused Services</u>. The Services must be used within nine (9) 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Campaign Services

Part # B91008 (NA Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to fifty (50) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Services:
 - Bluekai
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. Provide assistance with the following activities related to Your OMC campaigns ("Campaigns"):
 - 1. Create a document that describes Your requirements for Campaigns as determined by You ("Campaign specification document"),
 - 2. Create Campaigns,
 - 3. Test Campaigns to assess whether they are pursuant to Your requirements in the Campaign specification document,
 - 4. Modify Campaigns as requested by You,
 - 5. Launch Campaigns,
 - 6. Schedule Campaigns, and
 - 7. Review Campaign results with You;
 - B. Attend meetings that You schedule related to the Services;
 - C. Provide Campaign status reports;
 - D. Provide recommendations on the use of Your OMC Cloud Services;
 - E. Provide up to two point five (2.5) of the Total Hours to perform the following project management tasks:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and

- 2. Plan and schedule Oracle resources.
- 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 OMC 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Make Your key stakeholders available as needed.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 You and Oracle.
 - 5. Provide Oracle with any Campaign information needed to perform the Services.
 - 6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - 7. You are responsible for all travel expenses related to any onsite Services You may request.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
 - 2. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
 - 3. Any document or output provided by Oracle will be based on Oracle templates.
 - 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. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any single month during the Professional Services Period.
 - 6. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
 - 7. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 8. The 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.
 - 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Eloqua Professional Services Workshop (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with one (1) onsite Campaign Strategy and Design Optimization Workshop for Your Eloqua Marketing Cloud Services ("Workshop") during the Professional Services Period (as defined below) consisting of the following Services ("Services"):
 - A. Provide You with a webinar session for up to one and one-half (1.5) hours, for up to twenty (20) attendees, to discuss the following:
 - 1. The topics and agenda for the Workshop;
 - 2. Review Your current marketing campaign strategy and management, advertising design, and communication methods and techniques with potential buyers/customers;
 - 3. Discuss additional information required by Oracle to perform the Services; and
 - 4. Determine the location and date of the Workshop.
 - B. Provide You with one (1) Workshop, for up to eight (8) hours for up to twenty (20) attendees. The Workshop will consist of the following topics:
 - 1. Review results from Your current marketing campaigns to determine optimization steps;
 - 2. Review Oracle's practices in marketing campaign strategy and design;
 - 3. Review Your target customer demographic and credentials ("target personas") and strategy of identifying and creating a list of the target personas ("segmentation rules");
 - 4. Conduct an exercise to extend the customer journey and document three (3) marketing campaign strategies based on the target persona, customer journey, and opportunities for sales/marketing growth discussed during the Workshop.
 - C. After the Workshop, provide to You the following documents:
 - 1. One (1) Summary Document which includes the following:
 - a. Oracle's recommended practices for marketing campaign strategy and design, lead nurturing;
 - b. Documentation of the segmentation rules created during the Workshop; and
 - c. Documentation of the campaign workflow(s) created during the Workshop.
 - 2. One (1) Campaign Strategy & Design Workbook, which contains a set of templates for designing, creating, and managing campaigns executed through the Oracle Eloqua Marketing Cloud Services.
 - D. After the Workshop, provide You with a webinar session for up to one and one-half (1.5) hours for up to twenty (20) attendees to review the Summary Document.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide adequate facilities to conduct the Workshop (e.g. adequate space, projector, necessary technology, etc.).

- 3. Provide information requested by Oracle for the performance of Services on a timely basis
- B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English.
 - 2. Webinars will be at a time mutually agreed to by the project managers.
 - 3. The Workshop will be at a time and location mutually agreed to by the project managers.
 - 4. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within nine (9) 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Hourly Strategy Premium Services (NA Only)

- <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of strategic premium hours identified in Your order to assist You with Your Oracle Eloqua platform ("Eloqua"). Such assistance may include any of the following activities ("In-Scope Tasks"):
 - A. <u>Strategic Tasks</u>.
 - 1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
 - 2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
 - 3. Review campaign results and provide recommendations;
 - 4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
 - 5. Create customer targeting or segmentation recommendations;
 - 6. Create audience segmentation models based on data held by You in Your Eloqua account;
 - 7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
 - 8. Conduct data analyses to determine Your audience and campaign performance trends;
 - 9. Attend scheduled meetings related to the In Scope Tasks;
 - 10. Conduct Strategic Module Workshop(s); and/or
 - 11. Conduct strategic training related to Your Eloqua platform.
 - B. <u>Project Administration Tasks</u>.

- 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 nine (9) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.
- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 3. 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 mutually agreed upon date and time.
 - 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. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 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. 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.
 - 6. 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.
 - 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary

contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Program Management Services (Per Hour) (NA Only)

- 1. <u>Description of Services</u>. Oracle will make available to You, the quantity of program management hours identified in Your order to assist You with Your Oracle Marketing Cloud Eloqua product ("Eloqua"). Such assistance may include any of the following tasks ("In Scope Tasks"):
 - A. Program Management Tasks.
 - 1. Create a document that includes the progress of Your OMC engagements ("OMC Project Roadmap"); and/or
 - 2. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to review Your OMC Project Roadmap.
 - B. Project Management Tasks.
 - 1. Provide point of contact for Your project.
 - 2. Provide coordination of the project progress including change requests.
 - 3. Assist in coordinating the scoping of new projects, if applicable.
 - 4. Plan and budget Oracle resources for Your project, as approved by You.
 - 5. Provide project status reports.
 - 6. Create and manage project schedules, including dependencies and key milestones.
 - 7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
 - 8. Provide recommendations on how to use Eloqua and the features licensed for Your project.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 2. Contact Oracle's project manager to request and schedule the performance of Services, which Services will be scheduled at a mutually agreed upon date and time.
 - 3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - 4. Ensure You have at least two (2) OMC engagements for which You require coordination.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 2. All Services will be performed by Oracle remotely and/or onsite.
 - 3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
 - 4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
 - 5. Any documents provided by Oracle will be in Microsoft Office format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
 - 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. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month.
- 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. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
- 11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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.

Eloqua Strategy Premium Services (NA Only) (Per Hour)

- 1. <u>Description of Services</u>. Oracle will make available to You, the quantity of strategic premium hours identified in Your order to assist You with Your Oracle Eloqua platform ("Eloqua"). Such assistance may include any of the following activities ("In-Scope Tasks"):
 - A. <u>Strategic Tasks</u>.
 - 1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
 - 2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
 - 3. Review campaign results and provide recommendations;
 - 4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
 - 5. Create customer targeting or segmentation recommendations;
 - 6. Create audience segmentation models based on data held by You in Your Eloqua account;
 - 7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
 - 8. Conduct data analyses to determine Your audience and campaign performance trends;
 - 9. Attend scheduled meetings related to the In-Scope Tasks;
 - 10. Conduct Strategic Module Workshop(s); and/or
 - 11. Conduct strategic training related to Your Eloqua platform.
 - B. <u>Project Administration Tasks</u>.
 - 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>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

- 3. Contact Oracle's project manager to request and schedule the performance of Services, which Services will be scheduled at a mutually agreed upon date and time.
- 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. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 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. 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.
 - 6. 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.
 - 7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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.

Eloqua Strategy Standard Services (NA Only) (Per Hour)

- 1. <u>Description of Services</u>. Oracle will make available to You, the quantity of strategic standard hours identified in Your order to assist You with Your Oracle Eloqua platform ("Eloqua"). Such assistance may include any of the following activities ("In-Scope Tasks"):
 - A. <u>Strategic Tasks</u>.
 - 1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
 - 2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
 - 3. Review campaign results and provide recommendations;
 - 4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
 - 5. Create customer targeting or segmentation recommendations;
 - 6. Create audience segmentation models based on data held by You in Your Eloqua account;
 - 7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
 - 8. Conduct data analyses to determine Your audience and campaign performance trends;
 - 9. Attend scheduled meetings related to the In Scope Tasks;
 - 10. Conduct Strategic Module Workshop(s); and/or
 - 11. Conduct strategic training related to Your Eloqua platform.

- B. <u>Project Administration Tasks</u>.
 - 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>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 3. Contact Oracle's project manager to request and schedule the performance of Services, which Services will be scheduled at a mutually agreed upon date and time.
 - 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. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 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. 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.
 - 6. 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.
 - 7. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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.

Eloqua Creative Jump Start Services, Level 1 (NA Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide up to a maximum of one hundred fifty-seven (157) hours to perform the activities below related to Your Oracle Eloqua marketing platform ("Eloqua") creative activities ("Services"):
 - A. Conduct a weekly remote web conference call which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to discuss which of the following activities that you would like Oracle to perform ("In-Scope Activities"):
 - 1. Creating email templates and frameworks,
 - 2. Performing activities related to the mobile optimization of Your marketing program,
 - 3. Perform review(s) of Your creative design, copy and code,

- 4. Making changes to Your production process, and/or
- 5. Assist You to plan Your marketing program content;
- B. Perform Your In-Scope Activities; and
- C. Perform the following project management activities:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
 - 2. Plan and schedule Oracle resources; and
 - 3. Document and track project issues and requests for change.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide Oracle with seven (7) days' notice if You plan to use more than ten (10) hours of Services in a single week.
 - 3. Provide Oracle with forty-eight (48) hours' notice if You plan to use more than four (4) hours of Services in a single day.
 - B. <u>Project Assumptions</u>.
 - 1. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 2. All Services will be performed by Oracle remotely.
 - 3. All Services will be delivered in English.
 - 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 only assist You for up to the quantity of hours identified above in Section 1 and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
 - 6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You

and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Creative Jump Start Services, Level 2 (NA Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide up to a maximum of three hundred twelve (312) hours to perform the activities below related to Your Oracle Eloqua marketing platform ("Eloqua") creative activities ("Services"):
 - A. Conduct a weekly remote web conference call which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to discuss which of the following activities that you would like Oracle to perform ("In-Scope Activities"):
 - 1. Creating email templates and frameworks,
 - 2. Performing activities related to the mobile optimization of Your marketing program,
 - 3. Perform review(s) of Your creative design, copy and code,
 - 4. Making changes to Your production process, and/or
 - 5. Assist You to plan Your marketing program content;
 - B. Perform Your In-Scope Activities; and
 - C. Perform the following project management activities:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
 - 2. Plan and schedule Oracle resources; and
 - 3. Document and track project issues and requests for change.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide Oracle with seven (7) days' notice if You plan to use more than twenty (20) hours of Services in a single week.
 - 3. Provide Oracle with forty-eight (48) hours' notice if You plan to use more than four (4) hours of Services in a single day.
 - B. <u>Project Assumptions</u>.
 - 1. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 2. All Services will be performed by Oracle remotely.
 - 3. All Services will be delivered in English.
 - 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 only assist You for up to the quantity of hours identified above in Section 1 and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
- 6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Creative Jump Start Services, Level 3 (NA Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide up to a maximum of six hundred twenty-five (625) hours to perform the activities below related to Your Oracle Eloqua marketing platform ("Eloqua") creative activities ("Services"):
 - A. Conduct a weekly remote web conference call which is up to one (1) hour in duration and can be attended by up to five (5) of Your participants to discuss which of the following activities that you would like Oracle to perform ("In-Scope Activities"):
 - 1. Creating email templates and frameworks,
 - 2. Performing activities related to the mobile optimization of Your marketing program,
 - 3. Perform review(s) of Your creative design, copy and code,
 - 4. Making changes to Your production process, and/or
 - 5. Assist You to plan Your marketing program content;
 - B. Perform Your In-Scope Activities; and
 - C. Perform the following project management activities:
 - 1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle;
 - 2. Plan and schedule Oracle resources; and
 - 3. Document and track project issues and requests for change, and conduct project status calls with Your primary contact.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.

- 2. Provide Oracle with seven (7) days' notice if You plan to use more than forty (40) hours of Services in a single week.
- 3. Provide Oracle with forty-eight (48) hours' notice if You plan to use more than four (4) hours of Services in a single day.
- B. <u>Project Assumptions</u>.
 - 1. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
 - 2. All Services will be performed by Oracle remotely.
 - 3. All Services will be delivered in English.
 - 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 only assist You for up to the quantity of hours identified above in Section 1 and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
 - 6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date on Your order, 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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Hourly Program Management Services (NA Only)

- <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of program management hours identified in Your order to assist You with Your Oracle Marketing Cloud Eloqua product ("Eloqua"). Such assistance may include any of the following tasks ("In Scope Tasks"):
 - A. Program Management Tasks.
 - 1. Create a document that includes the progress of Your OMC engagements ("OMC Project Roadmap"); and/or
 - 2. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to review Your OMC Project Roadmap.

- B. Project Management Tasks.
 - 1. Provide point of contact for Your project.
 - 2. Provide coordination of the project progress including change requests.
 - 3. Assist in coordinating the scoping of new projects, if applicable.
 - 4. Plan and budget Oracle resources for Your project, as approved by You.
 - 5. Provide project status reports.
 - 6. Create and manage project schedules, including dependencies and key milestones.
 - 7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
 - 8. Provide recommendations on how to use Eloqua and the features licensed for Your project.
- 2. <u>Unused Services</u>. The Services must be used within nine (9) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.
- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 2. 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 mutually agreed upon date and time.
 - 3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
 - 4. Ensure You have at least two (2) OMC engagements for which You require coordination.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 2. All Services will be performed by Oracle remotely.
 - 3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
 - 4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
 - 5. Any documents provided by Oracle will be in Microsoft Office format.
 - 6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
 - 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. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.
- 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. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
- 11. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Implementation Service for Custom Object for Segmentation (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua implementation service for Custom Object Segmentation:
 - A. Provide You with one (1) webinar session for up to thirty (30) minutes for up to five (5) individuals designated by You. The webinar is intended to review the project scope, roles and responsibilities, pre-requisite work required, and the project plan.
 - B. Assist You with creating one (1) Custom Data Objects ("CDO") with up to thirty (30) CDO fields.
 - C. Assist You with creating one (1) data auto-sync from one (1) object in Your Customer Relationship Management ("CRM") system to Eloqua.
 - D. Assist You with creating one (1) segment in Eloqua using one (1) contact field criterion from the CDO.
 - E. Provide You one (1) webinar session for up to thirty (30) minutes for up to five (5) individuals designated by You. The webinar is intended as the handoff meeting to review key elements of the project.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide the appropriate level of access to the required objects and fields within the CRM system.
 - 3. Complete the field mapping spreadsheet, as required by the Oracle Eloqua consulting project manager.
 - 4. Provide use cases prior to the commencement of the configuration.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.

- 1. This service must either be provided in conjunction with a CRM integration service or be applied to an existing CRM integration.
- 2. The custom object to be imported in Eloqua must be related to a contact record in Your CRM system and linked via a unique key.
- 3. All Services will be delivered in English.
- 4. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Platform Review (NA Only)

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to Your Oracle Eloqua Platform Review:
 - A. Provide You with one (1) webinar session for up to thirty (30) minutes for up to two (2) individuals designated by You. The webinar is intended to review the project scope, roles and responsibilities, pre-requisite work required, and project plan.
 - B. Review the following Eloqua program configurations and settings:
 - 1. Review up to eight (8) programs;
 - 2. Document up to four (4) programs;
 - 3. Assist in explaining up to two (2) current reporting dashboards;
 - 4. Document the field-mapping configuration auto-syncs for leads, contacts, accounts, and opportunities from the Customer Relationship Management Integration ("CRMI"), if CRMI is enabled;
 - 5. Review and document up to one (1) lead scoring program, if enabled;
 - 6. Review and document the following configuration elements of closed-loop reporting, if enabled:
 - a. Default campaign response rules for correct settings;
 - b. Revenue attribution configuration; and
 - c. Non-Eloqua/external assets configuration.
 - 7. Provide You with a summary document with recommendations consisting of the following:
 - a. Up to four (4) automated programs from program builder;
 - b. Up to one (1) lead scoring program, if applicable;

- c. Up to one (1) CRM integration field mapping and auto-sync spreadsheet workbook, if applicable; and
- d. A Closed Loop Reporting ("CLR") configuration summary, if applicable.
- 8. Provide You one (1) summary review meeting for up to two (2) hours to review the findings of the summary document and review the recommendations.
- 9. Assist You in prioritizing a list of recommended modifications based off the summary document.
- 10. Assist You with up to eight (8) hours of refinement work on based on the agreed list of recommendations derived from the summary document.
- 11. Provide You one (1) webinar session up to sixty (60) minutes for up to two (2) individuals designated by You. The webinar is intended as the handoff meeting to review the completed refinement work.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your Cooperation</u>.
 - 1. 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 mutually agreed upon date and time.
 - 2. Providing use cases prior to commencement of configuration.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English.
 - 2. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Custom Subscription Center Implementation Service for Additional Languages (NA Only) Part # B74249

- 1. <u>Description of Services</u>. Oracle will provide You with the following Services ("Services") related to the additional language for Your Oracle Eloqua Custom Subscription Center implementation:
 - A. Provide You with one (1) exact copy of the following assets provided from the Oracle Eloqua Custom Subscription Center Implementation Service:
 - 1. One (1) subscription page;

- 2. One (1) configuration page; and
- 3. One (1) confirmation email.
- B. Modify only the text on the above three (3) assets that were created with Oracle Eloqua Custom Subscription Center Implementation Service with translated text to one (1) additional language.
- 2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your Cooperation</u>.
 - 1. 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 mutually agreed upon date and time.
 - 2. Provide all translated content, images, and text.
 - 3. Provide use cases prior to the commencement of the configuration.
 - 4. Performing user acceptance testing, and provide responsibility for the development of any test cases.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon in the project plan.
 - B. <u>Project Assumptions</u>.
 - 1. This service can only be purchased in conjunction with Oracle Eloqua Custom Subscription Center Implementation Service or if You previously purchased the Oracle Eloqua Custom Subscription Center Implementation Service and have made no changes to the configuration.
 - 2. All Services will be delivered in English.
 - 3. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.
- 3. <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. 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.
- 4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Hourly Strategy Standard Services (NA Only)

Part #B87153

1. <u>Description of Services</u>. Oracle will make available to You during the Professional Services Period (as defined below), the quantity of strategic standard hours identified in Your order to assist You

with Your Oracle Eloqua platform ("Eloqua"). Such assistance may include any of the following activities ("In-Scope Tasks"):

- A. <u>Strategic Tasks</u>.
 - 1. Conduct competitive analysis and reviews on Your Short Message Service ("SMS"), push and/or email program(s);
 - 2. Assist You with SMS, push and/or email campaign strategies to address Your business goals as provided by You;
 - 3. Review campaign results and provide recommendations;
 - 4. Create a document containing a multivariate or multi-stage testing plan(s), including A/B test plans, and provide statistical results of outcome of implemented tests ("Test Plan");
 - 5. Create customer targeting or segmentation recommendations;
 - 6. Create audience segmentation models based on data held by You in Your Eloqua account;
 - 7. Design cross-channel (email, Push and/or SMS), multi-touch lifecycle programs and contact strategies;
 - 8. Conduct data analyses to determine Your audience and campaign performance trends;
 - 9. Attend scheduled meetings related to the In -Scope Tasks;
 - 10. Conduct Strategic Module Workshop(s); and/or
 - 11. Conduct strategic training related to Your Eloqua platform.
- B. <u>Project Administration Tasks</u>.
 - 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 nine (9) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.
- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. Your Cooperation.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 3. 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 mutually agreed upon date and time.
 - 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. <u>Project Assumptions</u>.

- 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
- 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. 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.
- 6. 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.
- 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Eloqua Hourly Creative Services (NA Only)

- <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the Quantity of hours set out in Your order to assist You with any of the following services ("Services") related to Your campaign(s) within Your Oracle Eloqua marketing platform ("Eloqua"):
 - A. <u>Creative Services</u>
 - 1. Perform creative direction services as requested by You;
 - 2. Perform design services as requested by You;
 - 3. Perform copywriting services as requested by You;
 - 4. Perform content strategy services as requested by You;
 - 5. Perform web development services as requested by You;
 - 6. Perform quality assurance testing of your marketing emails as requested by You;
 - 7. Perform additional creative consulting services as requested by You and mutually agreed to by Oracle;
 - 8. Perform creative production assistance, as requested by You and mutually agreed to by Oracle;
 - 9. Remotely attend meetings that You schedule related to the creative Services; and
 - 10. Prepare and remotely conduct any of the following creative workshops:
 - a. Eloqua Mobile Workshop;
 - b. Eloqua Trends and Innovations Workshop; or
 - c. Eloqua Accessibility Workshop;
 - B. <u>Project Management Services</u>
 - 1. As mutually agreed upon by You and Oracle, create a list of the above creative Services to be performed;

- 2. Plan and schedule Oracle resources;
- 3. Document and track project issues and requests for change; and
- 4. If requested, conduct project status calls with Your project manager.
- 2. <u>Unused Services</u>. The Services must be used within twelve (12) months from the signature date of the ordering document ("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 and order, to the terms and fees for such Services.
- 3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>YourCooperation</u>.
 - 1. Provide any required guidelines or assets for the use of Your brand(s).
 - 2. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
 - 3. 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 mutually agreed upon date and time.
 - 4. Provide Oracle with no fewer than two (2) business days' notice for any scheduled meetings.
 - 5. Creative workshop (as set out in section 1.A.10 above) cooperation:
 - a. Your creative resource must arrange to meet with Oracle's project manager to determine which workshop You would like Oracle to conduct and the number of workshop hours needed to:
 - i. Prepare for Your workshop, and
 - ii. Conduct Your workshop;
 - b. Schedule Your remote workshop with Oracle no fewer than twenty-one (21) business days in advance of Your workshop.
 - c. Provide the following to Oracle no fewer than twenty-one (21) business days before Your scheduled workshop:
 - i. Up to five (5) creative examples;
 - ii. The name of the workshop You would like Oracle to conduct;
 - iii. Your workshop goals; and
 - iv. Your audience breakdown, including device and platform, if available.
 - B. <u>Project Assumptions</u>.
 - 1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
 - 2. All Services will be performed by Oracle remotely.
 - 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. 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.

- 6. You understand and acknowledge that Oracle shall only assist You for up to the Quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that Quantity of hours.
- 7. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Oracle Marketing Business Adoption Services

Part #B91006 (NA Only)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:
 - Bluekai (Not available for NA Part # B91006)
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. <u>Communication.</u>
 - 1. Work with You to plan and facilitate requirements workshops related to Your initiatives with the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements;
 - 2. Work with You to discuss, define, and mutually agree upon a set of deliverables and timelines;
 - 3. Work with You to facilitate change management with your team;
 - 4. Conduct workshops related to Your OMC Cloud Services, including, providing You with update information and planning for future activities; and
 - 5. Work with You to create and maintain a document that describes Your strategic marketing and transformation initiatives related to the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements related to such initiatives ("Roadmap").
 - B. <u>Customer Experience.</u>
 - 13. Work with You to understand and define your OMC strategy to optimize the experience for every internal and external participant in every interaction with Your brand;

- 14. Work with You to define, create, update, and/or implement Your governance and operating model alignment relating to Your OMC Cloud Services;
- 15. Work with You to define requirements and scope and facilitate change management of Your stakeholder engagement and communication;
- 16. Work with You towards achieving your business goals with a defined OMC strategy;
- 17. Work with You to analyze Your goals against mutually agreed key performance indicators ("KPIs");
- 18. Work with You to define and execute a measurement strategy for Your customer experience;
- 19. Work with You to define and execute optimized internal processes in the delivery of Your customer experience;
- 20. Work with You to benchmark your platform maturity in order to create a plan for maturity advancement;
- 21. Work with You to define and report against Your return on investment ("ROI") criteria for your investment in Oracle Consulting;
- 22. Deliver training and support for the improved adoption of Oracle technology by Your teams;
- 23. Analyze the gaps between Your current customer experience operations and Your objectives as described in Your Roadmap; and
- 24. Create and maintain a document that describes Oracle's recommendations for the transformation of your customer experience operations to implement Your objectives.
- C. <u>Campaign Planning.</u>
 - 7. Work with You to create a campaign plan to perform campaigns related to Your use of the OMC Cloud Services;
 - 8. Analyze results of campaigns pursuant to the Roadmap performed by You or by Oracle under a separate order;
 - 9. Work with You to create a document that describes contact strategy recommendations for Your OMC campaigns;
 - 10. Review Your OMC campaign results and provide strategic campaign recommendations;
 - 11. Conduct workshops or provide analysis related to Your business adoption initiatives described in Your Roadmap; and
 - 12. Conduct training workshops related to Your use of the OMC Cloud Services pursuant to Your Roadmap.
- D. <u>Skills Review</u>.
 - 4. Review Your marketing resources' current skills and roles;
 - 5. Analyze the gaps between Your marketing resources' current skills and roles and those required to implement Your marketing objectives described in Your Roadmap; and
 - 6. Create and maintain a document that describes Oracle's recommendations for changes to Your marketing resources' current skills and roles to implement Your marketing objectives described in Your Roadmap.
- E. <u>Technology Review</u>.

- 6. Review Your data model and data architecture related to Your current marketing operations;
- 7. Conduct an audit to compare Your technologies used in Your current marketing operations to Your marketing objectives described in Your Roadmap;
- 8. Conduct an application programming interface (API) discovery session to identify APIs related to Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap;
- 9. Review and mutually agree upon how to use the OMC application development framework to use the APIs to create interfaces between Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap; and
- 10. Create and maintain a document that describes Oracle's recommendations for changes to Your data model, data architecture, marketing technologies, and APIs related to the OMC Cloud Services to implement Your marketing objectives described in Your Roadmap.
- F. Provide up to four (4) of the Total Hours to perform the following project management tasks:
 - 3. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks; and
 - 4. Plan and schedule Oracle resources.
- 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 OMC 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 Services or 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. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
 - A. <u>Your Cooperation</u>.
 - 1. Provide any required guidelines for the use of Your brand(s).
 - 2. Make Your key stakeholders available as needed.
 - 3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 4. 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 You and Oracle.
 - 5. Provide Oracle any data, analysis, or information needed to perform the Services.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - B. <u>Project Assumptions</u>.

- 1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
- 2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
- 3. The 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.
- 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.
- 6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 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. 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 agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.