This ACS Oracle Engineered Systems Quarterly Patch Deployment Services Exhibit incorporates by reference the terms of Your order.

Applicable Parts and Descriptions

Part #	Name	Description
B87087	Oracle Engineered Systems Quarterly Patch Deployment Service: Exadata (up to 2 deployments, 1/8 or 1/4 rack, 4DB)	Quarterly patch bundle and up to four (4) Oracle databases (per Exadata eighth rack or quarter rack)
B87088	Oracle Engineered Systems Quarterly Patch Deployment Service: Exadata (up to 2 deployments, 1/2 rack, up to 4 DB)	Quarterly patch bundle, up to four (4) Oracle databases (per Exadata half rack)
B87089	Oracle Engineered Systems Quarterly Patch Deployment Service: Exadata (up to 2 deployments, full rack, up to 8 DB)	Quarterly patch bundle, up to eight (8) databases (per Exadata full rack)
B87090	Oracle Engineered Systems Quarterly Patch Deployment Service: SuperCluster (up to 2 deployments,1/2 rack, up to 4 DB)	Quarterly patch bundle, up to four (4) databases (per SuperCluster half rack)
B87091	Oracle Engineered Systems Quarterly Patch Deployment Service: SuperCluster (up to 2 deployments, full rack, up to 8 DB)	Quarterly patch bundle, up to eight (8) databases (per SuperCluster full rack)
B87092	Oracle Engineered Systems Quarterly Patch Deployment Service: Exalytics (up to 2 deployments, up to 3 OVM, 3 sw instances)	Up to three (3) Oracle VM ("OVM") guests and up to three (3) software instances of any combination of the following: (i.) Oracle Business Intelligence Enterprise Edition ("OBIEE") and Oracle TimesTen In-Memory Database; and/or (ii.) Oracle Essbase with optional Enterprise Performance Management ("EPM") Foundation; and/or (iii.) Oracle Endeca) per Exalytics
B87093	Oracle Engineered Systems Quarterly Patch Deployment Service: Big Data Appliance (up to 2 deployments, up to 18 nodes)	One Mammoth patch bundle (per Big Data Appliance)
B87094	Oracle Engineered Systems Quarterly Patch Deployment Service: Zero Data Loss Recovery Appliance (up to 2 deployments, 1 DB)	Quarterly Patch bundle, One (1) database per Zero Data Loss Recover Appliance
B87095	Oracle Engineered Systems Quarterly Patch Deployment Service: Database Appliance (up to 2 deployments, up to 4 DB)	Quarterly Patch bundle, up to four (4) databases per Database Appliance
B87096	Oracle Engineered Systems Quarterly Patch Deployment Service: Exalogic (up to 2 deployments, 1/4 rack, up to 8 nodes)	Quarterly Patch bundle, up to eight (8) nodes (per Exalogic 1/4 rack)
B87097	Oracle Engineered Systems Quarterly Patch Deployment Service: Exalogic (up to 2 deployments, 1/2 rack, up to 16 nodes)	Quarterly Patch bundle , up to 16 nodes (per Exalogic half rack)
B87098	Oracle Engineered Systems Quarterly Patch Deployment Service: Exalogic (up to 2 deployments, full rack, up to 30 nodes)	Quarterly Patch bundle, , up to 30 nodes (per Exalogic full rack)
B87099	Oracle Engineered Systems Quarterly Patch Deployment Service: Incremental data base (up to 2 deployments, 1 DB)	One (1) database incremental to Your order

A. <u>Description of Oracle Engineered Systems Quarterly Patch Deployment</u>. Oracle will review and analyze Your current patching configuration for the products identified in Your order and deploy the updated/new patches You receive through technical support, up to two (2) times per year by performing the following Services:

1. Conduct a preliminary meeting and orientation;
2. Provide access to a customer-specific web portal;
3. Install data collector software to gather patch history and configuration data for the products identified in Your order;
4. Review and analyze the patch and configuration data collected by the data collector software to identify recommended patches;
5. Conduct a meeting to establish a patching schedule;
6. Deploy patch(es) following the established patching schedule to include the following:
    a. Review the recommendations with You and mutually agree upon the patches to be deployed;
    b. Determine the compatibility of the planned patches to be deployed with the previously deployed patches for the product;
    c. Identify the previously installed patches to be combined with the planned patches to be deployed ("Patch Bundle");
    d. Prepare and build the Patch Bundle;
    e. Prior to deployment, conduct a meeting to review the Patch Bundle contents;
    f. Deploy Patch Bundle(s) using one (1) of the following patching options:
        i. Oracle will deploy the Patch Bundle on one (1) actively running/online system for the products identified in Your order or
        ii. Oracle will deploy the Patch Bundle on one (1) inactive/offline system for the products identified in Your order or
        iii. Oracle will assist You with the installation of the Patch Bundle on one (1) system for the products identified in Your order.
7. Conduct a final meeting to review the Services.

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

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

1. **Your Obligations:**
    a. During the preliminary meeting, You will identify the system in which the Patch Bundle shall be deployed.
    b. Maintain the properly configured software and hardware/operating system platform to support the Services.
    c. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
    d. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
    e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
    f. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
    g. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
    h. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
    i. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).

j. Provide any notices, and obtain any consents, required for Oracle to perform Services.
k. Provide and/or support all third-party software in connection with the provision of the Services.
l. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which Services are to be performed, including, without limitation, the serial number for the hardware system(s).
m. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.
n. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
o. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.
p. As required by U.S. Department of Labor regulations (20 CFR 655.734), if Services are to be performed in the US, You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

2. **Project Assumptions:**
   a. Additional database deployments may be purchased under a separate order.
   b. Services shall be performed remotely.

C. <u>**Fees and Expenses**</u>. You agree to pay Oracle the fees for Services as identified in Your order. All Services and payments are noncancelable and nonrefundable.

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

D. <u>**Term**</u>. The term of Services shall be twelve (12) months from the date of the shipment of hardware identified in Your order ("Term").

Notwithstanding any provision or interpretation of this exhibit to the contrary, upon the End Date or termination in accordance with the Agreement, Oracle's obligation to provide You with Services under this exhibit shall terminate. As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the Services. In order for Oracle to provide Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order, to the terms and fees for Services.

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

F. <u>**Delivery of Services**</u>. Services shall be performed by remote delivery resources, Oracle may provide Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform Services, Oracle will provide You with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and Your site(s) as specified in Your order.

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.

Except for those Services identified in Your order as Services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), Services are delivered during local business days and hours, excluding local public holidays, in the time zone of the location specified Your order. Services are not available during non-business hours unless otherwise specified in Your order. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.