Oracle Restaurants Cloud Consulting Services

Effective Date: 12-Dec-2024

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PROFESSIONAL SERVICES DELIVERY POLICIES

The Oracle Professional Services Delivery Policies ("Policies") available at http://www.oracle.com/contracts apply to all professional services in Your order.

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

CONSULTING SERVICE OFFERINGS

Oracle Restaurants POS Implementation Consultation and Configuration Cloud Service – Per Hour

Part Number: B88107, B88676 (Extended Hours), B88677 (Weekend/Holiday Hours)

Description of Services
In accordance with the quantity of hours identified in Your order for Your Oracle Restaurants application(s) ("Application"), Oracle will provide one or more of the following Services:

1. Consultation and Configuration
   a. Conduct a discovery and requirements gathering session ("Discovery") to review Your Application(s) and identify the modules to be configured by Oracle.
   b. Provide a customer build workbook ("CBW") to Your primary representative, with guidance on document completion.
   c. Conduct a remote session with Your primary representative to confirm all configuration information is completed in the CBW, by You.
   d. Advise on Your Application(s) architecture and design.
   e. Configure Your Application(s) following the CBW.
   f. Functionally test the configuration performed in Section 1.e.
   g. Support Your user acceptance testing ("UAT") of the Application(s) configuration.
2. Environment Readiness Site Inspection
   a. Conduct a power and network status review of Your physical location to confirm Your readiness to accept the installation of the Applications at such location.
   b. Provide You with a findings report ("Report") describing Your location deficiencies, as identified by Oracle, based upon the Services herein.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative(s) who will serve as Oracle's primary point(s) of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide access to Your location for the performance of the Services.
   c. Provide access to Your Application(s) for the performance of the Services.
   d. Complete and return the CBW to Oracle as required.
   e. Confirm the configuration performed in section 1.e matches the requirements outlined in the CBW.
   f. Complete module-specific configuration as mutually agreed-to during Discovery.
   g. Conduct UAT for all configuration performed in the Description of Services.
   h. Remediate the findings described in the Report in section 2.b.
2. Project Assumptions
   a. A person day is defined as one (1) resource working up to eight (8) hours in a single day, during local business hours, unless otherwise agreed to by the parties.

b. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may cause delays to delivery of the Services.

c. The Services will be performed either onsite, remotely, or both.
d. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
e. All written documentation and communication will be in the mutually agreed upon language.
f. Unless otherwise specified, off-shore resources will work during their respective local working hours.
g. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
h. Oracle may deliver the Services during the following work shifts as specified in Your order.
    i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed eight (8) hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.
    ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours.
    iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.
    iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.
i. Configuration changes not included in Your initial CBW may require a change request form ("CRF") and order document amendment ("ODA").
j. The following are not part of the Services and/or scope and are considered out of scope:
    i. Hardware installation.
    ii. Network configuration.
    iii. Custom report development.
    iv. Custom interface development.
    v. Third-party software and/or hardware configuration.
    vi. Application training.
    vii. Project management.
    viii. Anything not expressly identified in the Description of Services.

Oracle Restaurants Hardware Installation Cloud Service – Per Hour

Part Number: B95239, B95604 (Extended Hours), B95605 (Weekend/Holiday Hours)

Description of Services
In accordance with the quantity of hours identified in Your order for Your Oracle Restaurants application(s) ("Application"), Oracle will provide one or more of the following Services:

1. Installation and Configuration
    a. Install, configure, and functionally test the hardware delivered to You per the hardware listed on Your Oracle point-of sale hardware ("POS Hardware") order.
    b. Configure and functionally test third-party hardware that is Oracle validated and deemed by Oracle to be compatible with the Application(s) and any other Oracle purchased hardware.

Your Cooperation and Project Assumptions

1. <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative(s) who will serve as Oracle's primary point(s) of contact and have authority to make decisions with regards to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide access to Your location for the performance of the Services.
   c. Provide access to Your Application(s) for the performance of the Services.
   d. Schedule Your resources to work with or provide information to Oracle.

   e. Confirm all hardware to be installed is physically on-site at Your designated location prior to the commencement of the Services.
   f. Ensure hardware placement area readiness including:
      i. Counters and shelves that will house Your POS hardware are clean, dry and free of debris.
      ii. Mounts are installed, if applicable.
      iii. Holes in furniture are available for cable concealment, if applicable.
      iv. For easy access to network and/or power outlets, move furniture, equipment, etc. away from walls or shelves. Upon completion of the Services, return all moved items to their place.
      v. Move any of Your supplies or equipment that might impede the performance of the Services. Upon completion of the Services, return all items to their place.
      vi. Uninstall, remove, and dispose of all pre-existing hardware not being repurposed, if applicable.
   g. Place any hardware that requires climbing or standing on a ladder, step stool, furniture and/or equipment.
   h. Remove and dispose of all hardware packaging upon confirming completion of the Services.
   i. When working in a cruise ship environment, provide each Oracle team member performing overnight Services with a single passenger cabin onboard Your vessel.
2. <u>Project Assumptions</u>
   a. A person day is defined as one (1) resource working up to eight (8) hours.
   b. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may cause delays to delivery of the Services.

   c. The Services will be performed either onsite, remotely, or both.
   d. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   e. All written documentation and communication will be in the mutually agreed upon language.
   f. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   g. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability, or scheduling.
   h. Oracle may deliver the Services during the following work shifts as specified in Your order.
      i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed eight (8) hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.
      ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours.
      iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.
      iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.

i. The Services cover a single installation of the hardware. Staged or managed hardware rollout may require a change request form ("CRF") and order document amendment ("ODA").
j. For any third-party hardware not purchased directly from Oracle:
   i. Hardware meets all software, hardware, and compatibility requirements.
   ii. Oracle does not guarantee third-party hardware compatibility with the Application(s) or Oracle purchased hardware.
   iii. You are responsible for third-party hardware assembly, installation, and connectivity.
   iv. You understand and accept that Oracle will not troubleshoot or provide support for any challenges related to third-party hardware.
   v. You accept all risks and responsibility for using third-party hardware including but not limited to being invoiced for all time spent, regardless of the outcome, with no liability to Oracle.
k. The following are not part of the Services and/or scope and are considered out of scope:
   i. Network and wireless architecture, configuration, wiring and support.
   ii. Electrical work required for the performance of the Services.
   iii. Uninstallation, removal, and disposal of Your existing POS hardware and/or peripheral devices.
   iv. If using third-party hardware as identified in section 2.j of Project Assumptions, all third-party hardware assembly and connection.
   v. Hardware Training.
   vi. Project management.
   vii. Anything not expressly identified in the Description of Services

Oracle Restaurants System Training Cloud Service – Per Hour

Part Number: B88109, B88680 (Extended Hours), B88681 (Weekend/Holiday Hours)

Description of Services
In accordance with the quantity of hours identified in Your order for Your Oracle Restaurants applications ("Applications"), Oracle will provide one or more of the following Services:

1. System Training
   a. Train Your identified personnel on the use and administration of the Applications, as currently configured.
   b. Train Your identified personnel on end user interactions with the Applications, as currently configured.

Your Cooperation and Project Assumptions:

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide access to Your location for the performance of the Services.
   c. Provide access to the Application(s) for the performance of the Services.
   d. Identify and schedule Your personnel to attend all scheduled training sessions.
   e. For on-site training, You will provide a training room with internet access, access to all required Oracle products, LCD projector, white board or flip chart, and computers for all attendees (if required).
   f. For remote training, all attendees must have a phone and either have their own personal computers ("PC") with internet connection or the ability to share the screen of a PC with internet connection.
2. Project Assumptions
   a. A person day is defined as one (1) resource working up to eight (8) hours.

    b.   Delays caused by You not being ready at the scheduled times may cause delays to the delivery of the Services.
    c.   The Services will be performed either onsite, remotely, or both.
    d.   Unless otherwise specified, off-shore resources will work during their respective local working hours.
    e.   Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    f.   Oracle may deliver the Services during the following work shifts as specified in Your order.
        i.   "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed eight (8) hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.
        ii.   "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours.
        iii.   "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.
        iv.   "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.
        v.   Additional training sessions to accommodate larger teams or advanced training sessions may require a change request form ("CRF") and subsequent Order Document amendment ("ODA").
    g.   Training of third-party applications is out of scope.

Oracle Restaurants Live Support Cloud Service – Per Hour

Part Number: B88108, B88678 (Extended Hours), B88679 (Weekend/Holiday Hours)

Description of Services
In accordance with the quantity of hours identified in Your order for Your Oracle Restaurants Application(s) ("Application"), Oracle will provide one or more of the following Services:

1.   Go Live Support Services
    a.   Provide production support ("Go-Live Assistance") to assist Your personnel during the transition to the new Application(s) to include:
        i.   Provide guidance on Your use or configuration of the Application(s).
        ii.   Assist with configuration change requests identified during the performance of the Services.
    b.   Provide post-production support to provide guidance on Your use or configuration of the Application(s).

Your Cooperation and Project Assumptions

1.   Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a.   Designate a primary representative(s) who will serve as Oracle's primary point(s) of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
    b.   Provide access to Your location for the performance of the Services.
    c.   Provide access to Your Application(s) for the performance of the Services.

    d. Conduct final validation of Your readiness to transition to the new Application(s) prior to the commencement of the Services.

    e. Provide sign off on Your readiness to transition to the new Application(s) prior to the commencement of the Services.

    f. Schedule and make Your resources available during the periods where Oracle is conducting the Services.

    g. Document all configuration change requests.

    h. Lead configuration change requests during the performance of the Services with Oracle assistance as needed.

    i. Assist Your personnel with service-related tasks including but not limited to guest check adjustments, Application tasks requiring manager approval, daily reconciliation and/or troubleshooting challenges.

2. <u>Project Assumptions</u>

    a. A person day is defined as one (1) resource working up to eight (8) hours.

    b. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may cause delays to delivery of the Services.

    c. The Services will be performed either onsite, remotely, or both.

    d. Unless otherwise specified, off-shore resources will work during their respective local working hours.

    e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability, or scheduling.

    f. Oracle may deliver the Services during the following work shifts as specified in Your order.

       i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed eight (8) hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.

       ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours.

       iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.

       iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.

    g. Configuration change requests may require a change request form ("CRF") and subsequent Order Document amendment ("ODA").

    h. The following are not part of the Services and/or scope and are considered out of scope:

       i. Hardware installation.

       ii. Network configuration.

       iii. Custom report development.

       iv. Custom interface development.

       v. Third-party software and/or hardware configuration.

       vi. Application(s) training.

       vii. Project management.

       viii. Anything not expressly identified in the Description of Services.

Oracle Restaurants Inventory Management Implementation and Configuration Cloud Service – Per Hour

Part Number: B89809

Description of Services
In accordance with the quantity of hours identified in Your order for Your Oracle application(s) ("Application"), Oracle will provide one or more of the following Services:

1. Implementation and Configuration
   a. Conduct a discovery and requirements gathering session ("Discovery") to review Your Application(s) and identify the modules to be configured by Oracle.
   b. Provide a customer build workbook ("CBW") to Your primary representative, with guidance on document completion.
   c. Conduct a remote session with Your primary representative to confirm all configuration information is completed in the CBW, by You.
   d. Configure Your Application(s) as mutually agreed-to during Discovery.
   e. Train Your identified personnel on the use and administration of the Application(s).
   f. Functionally test the configuration performed in Section 1.d.
   g. Support Your user acceptance testing ("UAT") of the Application(s) configuration.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative(s) who will serve as Oracle's primary point(s) of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide access to Your location for the performance of the Services.
   c. Provide access to Your Application for the performance of the Services.
   d. Complete and return the CBW to Oracle as required.
   e. Identify and schedule Your personnel to attend all required training sessions, as identified in the Description of Services.
   f. For on-site training, You will provide a training room with internet access, access to all required Oracle products, LCD projector, white board or flip chart, and computers for all attendees (if required).
   g. For remote training, all attendees must have a phone and either have their own personal computers ("PC") with internet connection or the ability to share the screen of a PC with internet connection.
   h. Complete all configuration following each training session, as mutually agreed to during Discovery.
   i. Conduct UAT for all configuration performed in the Description of Services.
2. Project Assumptions
   a. A person day is defined as one (1) resource working up to eight (8) hours.
   b. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may cause delays to delivery of the Services.

   c. The Services will be performed either onsite, remotely, or both.
   d. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   e. All written documentation and communication will be in the mutually agreed upon language.
   f. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   g. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.

    h.   Oracle may deliver the Services during the following work shifts as specified in Your order.
        i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed eight (8) hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.
        ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours.
        iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.
        iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.
    i.   Application menus are required to be configured and active.
    j.   Configuration changes may require a change request form ("CRF") and order document amendment ("ODA").
    k. The Services are intended to go-live at one time with no staged, multiple property, or phased go-live.
    l.   Additional training sessions to accommodate larger teams or advanced training sessions may require a CRF and ODA.
    m. The following are not part of the Services and/or scope and are considered out of scope:
        i. Hardware installation.
        ii. Network configuration.
        iii. Live support.
        iv. Custom report development.
        v. Custom interface development.
        vi. Data migration from a previous inventory management solution.
        vii. Project management.
        viii. Anything not expressly identified in the Description of Services.

Oracle Restaurants Project Consultant Cloud Service – Per Hour

Part Number: B89771

Description of Services

In accordance with the quantity of hours identified in Your order for Your Oracle Restaurants application(s) ("Application"), Oracle will provide one or more of the following Services:

1. Project Consultancy Services
    a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
    b. Review Your Order Document with You to confirm Oracle Restaurants POS products and Services purchased.
    c. Review and confirm projected POS implementation and go-live dates.
    d. Track status of hardware purchased from Oracle.
    e. Prepare project schedule and assign Oracle resources.
    f.   Provide travel information for Oracle resources traveling to Your location.
    g. Facilitate mutually agreed to recurring calls to review progress and provide status updates.
    h. Confirm project completion.

Your Cooperation and Project Assumptions

2. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative(s) who will serve as Oracle's primary point(s) of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide access to Your location for the performance of the Services.
   c. Provide access to Your Application(s) for the performance of the Services.
   d. Schedule Your resources to work with or provide information to Oracle.
   e. Schedule third-party vendors according to the project schedule, if required.
   f. Advise Oracle of any delays or scheduling changes.
   g. Complete and return all project sign off documentation.

3. Project Assumptions
   a. A person day is defined as one (1) resource working up to eight (8) hours.
   b. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may cause delays to delivery of the Services.

   c. The Services will be performed either onsite, remotely, or both.
   d. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   e. All written documentation and communication will be in the mutually agreed upon language.
   f. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   g. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability, or scheduling.
   h. Oracle may deliver the Services during the following work shifts as specified in Your order.
      i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed eight (8) hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.
      ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the Services are to be performed, excluding Holiday Hours.
      iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.
      iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.

ORACLE RESTAURANTS CLOUD HARDWARE STAGING SERVICES

Oracle Restaurants Workstation Staging Cloud Service

Part Number: B109345

Description of Services

Oracle will perform the following activities related to the Oracle Restaurants Simphony ("Simphony") application for newly purchased Oracle hardware, in Your Oracle hosted Cloud environment:

Conduct the following activities for the preparation of up to one (1) Oracle Restaurants workstation with workstation stand and up to three (3) peripheral devices ("Hardware") for make ready self-service installation at Your site.

1. Install the Simphony application.
2. Unit test the Hardware.
3. Include identification or instructional labels/documentation, as available, for each Hardware component.
4. Re-package Your Hardware components.
5. Ship Your Hardware to a mutually agreed to location using standard ground shipping options, at Oracle's discretion.

Your Cooperation & Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide any necessary hardware and user credentials to support the Services.
   b. Conduct all organizational change management activities including but not limited to corporate communications, business process changes, procedural or policy changes and business user readiness training.
   c. Install Your Hardware components at the final location unless Services have otherwise been contracted with Oracle for such activities.
   d. Have a separate order with Your integrated payments vendor for third-party software, hardware, non-Oracle configuration, training and support.
   e. Provide all shipping information for the shipment of the Hardware.

2. Project Assumptions
   a. The Services will be performed remotely.
   b. Unit testing of the Hardware consists of confirmation of power on and basic operability at the time of staging.
   c. Peripheral devices noted in Hardware may include any of the following items:
      i. Receipt printer.
      ii. Cash drawer(s).
      iii. Europay, Mastercard, Visa ("EMV") payment device.
      iv. Card reader.
      v. Barcode scanner.
      vi. Biometric reader.
      vii. Scale.
      viii. Customer display.
      ix. External power devices.

     d.   EMV may include other Oracle certified payment partners and assumes vendor/ payment partner compatibility with Simphony and Oracle hardware. Visit the Oracle Cloud Marketplace web site for details about Oracle certified payments partners.

     e.   You may initiate additional services via a separate service order with Oracle.

     f.   The following are not part of the Services and/or scope and are considered out of scope:

         i.   Network and wireless architecture, configuration, wiring and support.

         ii.   On-site Oracle purchased hardware installation.

         iii.   Third-party hardware.

         iv.   Anything not expressly identified in the Description of Services.

Oracle Restaurants Tablet Staging Cloud Service

Part Number: B109346

Description of Services

Oracle will perform the following activities related to the Oracle Restaurants Simphony ("Simphony") application for newly purchased Oracle hardware, in Your Oracle hosted Cloud environment:

Conduct the following activities for the preparation of up to one (1) Oracle Restaurants tablet device and up to two (2) additional peripheral devices ("Hardware") for make ready self-service installation at Your site.

1. Install the Simphony application.
2. Unit test the Hardware.
3. Include identification or instructional labels/documentation, as available, for each Hardware component.
4. Re-package Your Hardware components.
5. Ship Your Hardware to a mutually agreed to location using standard ground shipping options, at Oracle's discretion.

Your Cooperation & Project Assumptions

1. <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

     a.   Provide any necessary hardware and user credentials to support the Services.

     b.   Conduct all organizational change management activities including but not limited to corporate communications, business process changes, procedural or policy changes and business user readiness training.

     c.   Install Your Hardware components at the final location unless Services have otherwise been contracted with Oracle for such activities.

     d.   Provide all shipping information for the shipment of the Hardware.

2. <u>Project Assumptions</u>

     a.   The Services will be performed remotely.

     b.   Unit testing of the Hardware consists of confirmation of power on and basic operability at the time of staging.

     c.   Peripheral devices may include any of the following items:

         i.   Receipt printer.

         ii.   Cash drawer(s).

         iii.   Europay, Mastercard, Visa ("EMV") payment device.

         iv.   Card reader.

         v.   Barcode scanner.

         vi.   Biometric reader.

         vii.   External power devices.

d.   You may initiate additional services via a separate service order with Oracle.
e.   The following are not part of the Services and/or scope and are considered out of scope:
    i.   Network and wireless architecture, configuration, wiring and support.
    ii. On-site Oracle purchased hardware installation.
    iii. Third-party hardware.
    iv. Anything not expressly identified in the Description of Services.

Oracle Restaurants All-in-one Staging Cloud Service

Part Number: B109347

Description of Services

Oracle will perform the following activities related to the Oracle Restaurants Simphony ("Simphony") application for newly purchased Oracle hardware, in Your Oracle hosted Cloud environment:

Conduct the following activities for the preparation of up to one (1) Oracle Restaurants All-in-one ("AIO") device ("Hardware") for make ready self-service installation at Your site.

1.   Install the Simphony application.
2.   Unit test the Hardware.
3.   Include identification or instructional labels/documentation, as available, for each Hardware component.
4.   Re-package Your Hardware components.
5.   Ship Your Hardware to a mutually agreed to location using standard ground shipping options, at Oracle's discretion.

Your Cooperation & Project Assumptions

1.   Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a.   Provide any necessary hardware and user credentials to support the Services.
    b.   Conduct all organizational change management activities including but not limited to corporate communications, business process changes, procedural or policy changes and business user readiness training.
    c.   Install Your Hardware components at the final location unless Services have otherwise been contracted with Oracle for such activities.
    d.   Provide all shipping information for the shipment of the Hardware.

2.   Project Assumptions
    a.   The Services will be performed remotely.
    b.   Unit testing of the Hardware consists of confirmation of power on and basic operability at the time of staging.
    c.   You may initiate additional services via a separate service order with Oracle.
    d.   The following are not part of the Services and/or scope and are considered out of scope:
        i.   Network and wireless architecture, configuration, wiring and support.
        ii. On-site Oracle purchased hardware installation.
        iii. Third-party hardware.
        iv. Anything not expressly identified in the Description of Services.

Oracle Restaurants Kitchen Display Staging Cloud Service

Part Number: B109348

Description of Services

Oracle will perform the following activities related to the Oracle Restaurants Simphony ("Simphony") application for newly purchased Oracle hardware, in Your Oracle hosted Cloud environment:

Conduct the following activities for the preparation of up to one (1) Oracle Restaurants kitchen display controller ("KDS") and up to two (2) additional peripheral devices ("Hardware") for make ready self-service installation at Your site.

1. Install the Simphony application.
2. Unit test the Hardware.
3. Include identification or instructional labels/documentation, as available, for each Hardware component.
4. Re-package Your Hardware components.
5. Ship Your Hardware to a mutually agreed to location using standard ground shipping options, at Oracle's discretion.

Your Cooperation & Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide any necessary hardware and user credentials to support the Services.
   b. Conduct all organizational change management activities including but not limited to corporate communications, business process changes, procedural or policy changes and business user readiness training.
   c. Install Your Hardware components at the final location unless Services have otherwise been contracted with Oracle for such activities.
   d. Install Your KDS brackets/mounts as needed.
   e. Provide all shipping information for the shipment of the Hardware.

2. Project Assumptions
   a. The Services will be performed remotely.
   b. Unit testing of the Hardware consists of confirmation of power on and basic operability at the time of staging.
   c. Peripheral devices may include any of the following items:
        i. Touchscreen or standard monitor.
        ii. Bump bar.
        iii. External power devices.
   d. You may initiate additional services via a separate service order with Oracle.
   e. The following are not part of the Services and/or scope and are considered out of scope:
        i. Network and wireless architecture, configuration, wiring and support.
        ii. On-site Oracle purchased hardware installation.
        iii. Third-party hardware.
        iv. Anything not expressly identified in the Description of Services.

Oracle Restaurants Remote Printer Staging Cloud Service

Part Number: B109349

Description of Services

Oracle will perform the following activities related to the Oracle Restaurants Simphony ("Simphony") application for newly purchased Oracle hardware, in Your Oracle hosted Cloud environment:

Conduct the following activities for the preparation of up to one (1) Oracle Restaurants remote printer ("Hardware") for make ready self-service installation at Your site.

1. Unbox and unit test the Hardware.
2. Include identification or instructional labels/documentation, as available, for each Hardware component.
3. Re-package Your Hardware components.
4. Ship Your Hardware to a mutually agreed to location using standard ground shipping options, at Oracle's discretion.

Your Cooperation & Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide any necessary hardware and user credentials to support the Services.
   b. Conduct all organizational change management activities including but not limited to corporate communications, business process changes, procedural or policy changes and business user readiness training.
   c. Install Your Hardware components at the final location unless Services have otherwise been contracted with Oracle for such activities.
   d. Provide all shipping information for the shipment of the Hardware.

2. Project Assumptions
   a. The Services will be performed remotely.
   b. Unit testing of the Hardware consists of confirmation of power on and basic operability at the time of staging.
   c. You may initiate additional services via a separate service order with Oracle.
   d. The following are not part of the Services and/or scope and are considered out of scope:
      i. Network and wireless architecture, configuration, wiring and support.
      ii. On-site Oracle purchased hardware installation.
      iii. Third-party hardware.
      iv. Anything not expressly identified in the Description of Services.

SIMPHONY CLOUD ASSIST

Oracle Simphony Cloud Assistance Annual Service

Part Number: B97170

Description of Services
Oracle will provide You with the following assistance and guidance for Your Oracle Simphony Cloud Service listed in Your order for a single property ("Services"), during the Services Period, as specified in Your order:

1. Oracle Simphony Cloud Service, Essentials Edition
   The following Services are applicable if you have contracted for the Oracle Simphony Cloud Service, Essentials Edition ("Essentials"):
   a. Initial Install:
      i. Conduct a configuration interview videoconference call with members of Your designated project team to review the Customer Build Workbook ("CBW") that is to be completed by You.

    ii.   Provide an export of the menu item names and prices for You to validate spelling and pricing.

    iii.   Install the Essentials configuration client on Your personal computer ("PC").

    iv.   Review the menu item configuration and modify any configuration(s) not matching the CBW requirements.

    v.   Provide You with up to four (4) hours of remote guidance on the use of Essentials for Your Users and administration team.

b.   Ongoing Configuration Assistance:

Annually, for up to eight (8) requests containing up to thirty (30) Item(s) changes, Oracle will provide the following assistance:

    i.   Configure menus, sales updates, modifiers, page design, employee setup, time and attendance, printing, standard reports, and/or eBusiness modules (collectively, the "Items").

    ii.   Configure any newly purchased Oracle hardware that is supported by Essentials and provide guidance on Your installation of such hardware.

    iii.   Configure Your new payments configuration and provide guidance on Your functional testing.

    iv.   Configure Simphony Essentials Transaction Services for use with third-party application integration(s).

c.   Guidance Related Services:

Annually, for up to two (2) sessions totaling up to two (2) hours each, Oracle will provide the following assistance:

    i.   Provide guidance and advice on Your configuration and use of Your Oracle applications.

d.   Essentials Upgrade Assistance:

Annually, for up to two (2) requests, Oracle will provide the following upgrade assistance:

    i.   Configure Your client device for the upgrade.

    ii.   Upgrade Your client devices at Your one (1) property to the version within Your Oracle Simphony Cloud environment.

    iii.   Provide guidance on Your functional testing of the upgrade identified above.

    iv.   Provide up to one (1) hour of remote assistance per upgrade.

2.   Oracle Simphony Cloud Service

The following Services are applicable if you have contracted for the Oracle Simphony Cloud Service ("Simphony"):

a.   Ongoing Configuration Assistance:

Annually, for up to eight (8) requests containing up to thirty (30) Item(s) changes, Oracle will provide the following assistance:

    i.   Configure menus, sales updates, modifiers, page design, employee setup, time and attendance, printing, standard reports, and/or eBusiness modules (collectively, the "Items").

    ii.   Configure any newly purchased Oracle hardware that is supported by Simphony and provide guidance on Your installation of such hardware.

    iii.   Configure Your new payments configuration and provide guidance on Your functional testing.

    iv.   Configure Simphony Transaction Services for use with third-party application integration(s).

b.   Guidance Related Services:

Annually, for up to two (2) sessions totaling up to two (2) hours each, Oracle will provide the following assistance:

    i.   Provide guidance and advice on Your configuration and use of Your Oracle applications.

c.   Simphony Upgrade Assistance:

Annually, for up to two (2) requests, Oracle will provide the following upgrade assistance:

    i.   Configure Your workstation for the upgrade.

    ii.   Upgrade Your client devices at Your one (1) property to the version within Your Oracle Simphony Cloud environment.

    iii.   Provide guidance on Your functional testing of the upgrade identified above.

iv.   Provide up to one (1) hour of remote assistance per upgrade.

<u>Your Cooperation and Project Assumptions</u>

1. <u>Your Cooperation.</u>
   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a.   Obtain and maintain the applicable Oracle Simphony Cloud Service during the Service Period.
   b.   Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of Services.
   c.   <u>Oracle Simphony Cloud Service, Essentials Edition</u>.
         i.   Complete all prerequisite E-Learning prior to the commencement of Services.
         ii.   Provide a completed version of the CBW approved by You, no less than five (5) business days after the configuration interview video conference call.
        iii.   Validate all required data that will be loaded into Your test and production environments.
        iv.   Install Your Oracle hardware.
         v.   Provide the PC identified in Section 1.A.3, above.
        vi.   Ensure Your points of contact enable the following:
             1.   Remote access for Oracle to perform the Services for the duration of the Services Period.
             2.   Network access and communications between the applicable servers and databases for Oracle to perform the Services.
             3.   User rights to access the cloud production environment(s) for the Services.
        vii.   Provide to Oracle the details for the configuration-related changes no later than seven (7) calendar days prior to the go-live of such configuration updates in a format mutually agreed upon.
       viii.   Make a representative from Your organization available during each upgrade schedule period.
        ix.   Conduct the functional testing of the upgrade.
         x.   Prepare Your POS configuration for the Services prior to the commencement of Services, including, without limitation, the following:
             1.   User acceptance testing of Your POS customizations, extensions or integrations.
             2.   Operating system updates for Your POS Client Devices.
             3.   Network and/or firewall updates required to support the functionality of the POS.

   d.   <u>Oracle Simphony Cloud Service</u>.
         i.   Ensure Your points of contact enable the following:
             1.   Remote access for Oracle to perform the Services for the duration of the Services Period.
             2.   Network access and communications between the applicable servers and databases for Oracle to perform the Services.
             3.   User rights to access the cloud production environment(s) for the Services.
         ii.   Provide to Oracle the details for the configuration-related changes no later than seven (7) calendar days prior to the go-live of such configuration updates in a format mutually agreed upon.
        iii.   Make a representative from Your organization available during each upgrade schedule period.
        iv.   Conduct the functional testing of the upgraded POS hardware identified in the Description of Services.
         v.   Prepare Your POS configuration for the Services prior to the commencement of Services, including, without limitation, the following:
             1.   User acceptance testing of Your POS customizations, extensions or integrations.
             2.   Operating system updates for Your POS Client Devices.
             3.   Network and/or firewall updates required to support the functionality of the POS.

2. <u>Project Assumptions</u>
   a. A person day is defined as one (1) resource working up to eight (8) hours.
   b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   c. All work will be performed remotely.
   d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   e. All configuration-related Services will be for standard application configuration as defined on docs.oracle.com.
   f. Any configuration performed by Oracle will be limited to standard functionality as described on docs.oracle.com.
   g. Any configuration to support a third-party integration will be based upon such third-party integration being an approved and supported solution documented on docs.oracle.com.
   h. For Services relating to Essentials, the operating system platform on Your Client Devices will not change as a part of the Services.

<u>Unused Services</u>
Any Services not used within the Service 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.

SIMPHONY INSTALLATION STARTER KIT, SIMPHONY ESSENTIALS AND RELATED ADD-ONS

Oracle Simphony Cloud Installation Starter Kit - Standard

Part Number: B91241

Description of Services

Over a period of 10 -20 continuous person days from project start to project completion ("Service Period"), Oracle will perform the following services related to the project consulting, installation, training and configuration of the suite of Simphony Cloud applications listed in Your order for a Simphony Point of Service, Kitchen Display System, and Reporting Analytics Implementation in Oracle Cloud for a single property ("Services"):

1. Project Consultancy Services
   a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
      i. Confirm Oracle Simphony Cloud order;
      ii. Discuss estimated implementation dates; including the proposed Oracle Simphony Cloud go-live date;
      iii. Discuss hardware prerequisites to support Your Oracle Simphony Cloud implementation.
   b. Prepare a project implementation schedule for Oracle resources.
   c. Assign Oracle implementation resources.
   d. Provide travel information for resources traveling to Your location.
   e. Facilitate mutually agreed reoccurring project status calls to track progress.
   f. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Cloud Application
   a. Conduct a configuration interview videoconference call, with members of Your designated project team, to review the Customer Build Workbook ("CBW") that is to be completed by You.
   b. The Oracle Remote Programming Services team will provide assistance with the configuration of your system based on the data entered into the Customer Build Workbook.
3. Testing and Pre-Production Assistance
   a. Oracle will provide You with an export of the Menu Item names and prices for You to validate spelling and pricing.
   b. Oracle will provide up to two (2) hours of remote assistance to review the Menu Item data, and modify as required related to correction of any errors identified during Your review of the Menu Item data.
   c. Oracle will remotely install the EMC Client on Your provided PC to enable configuration review of Your data.
   d. Based upon the configuration review with You, Oracle will provide up to eight (8) hours of assistance with the installation and configuration of the Oracle Simphony client application and a single supported fiscal solution, if defined in the CBW, on Your Oracle point-of-sale, hardware equipment at Your designated property location and transition it into Your production environment.
   e. Conduct a "Technical Environment Readiness," and "Readiness for Live" videoconference call Your designated project team to discuss the following:
      i. Confirmation of Your network infrastructure readiness; and
      ii. Confirmation of completion by You of all necessary testing and Your readiness to move to a live production environment.
4. Onsite and Remote Assistance
   a. Oracle will provide You with up to four (4) hours of on-site assistance during the Services Period for Your users and administration team.
   b. Subsequently, if Your production environment is live, Oracle will provide You with up to two (2) hours of remote assistance within the Services Period to review Your configuration and reporting, and make recommendations for modifications based on Your business processes.

Your Cooperation and Project Assumptions

1. <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
    b. Purchase sufficient Oracle E-Learning subscriptions for Simphony Cloud access for Your users to be trained.
    c. Complete all prerequisite E-Learning prior to arrival of Oracle resources on site.
    d. Provide a completed version of the CBW approved by You, no less than five (5) business days after the configuration interview video conference call.
    e. Validate all required data that will be loaded into Your test and production environments.
    f. Ensure Your points of contact, as defined in section 1.a above, enable the following:
        i. Remote access for Oracle to perform the Services for the duration of the Services Period;
        ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services;
        iii. User rights to access the cloud production environment(s) for the Services.
    g. Maintain network connectivity between Your environment and any third-party applications and/or websites.
2. <u>Project Assumptions</u>
    a. A person day is defined as one (1) resource working up to eight (8) hours.
    b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
    c. Unless otherwise specified, off-shore resources will work during their respective local working hours.
    d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    e. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
    f. All written documentation and communication will be in the mutually agreed upon language.
    g. The CBW will be sent to You at least one (1) week prior to the project kickoff call.
    h. The Services will be limited to the following:
        i. Up to four (4) Simphony revenue centers.
        ii. Up to six (6) Oracle point-of-sale workstations and peripherals,
        iii. Up to four (4) Oracle kitchen display system devices and peripherals.
    i. The following are not part of the Services and are considered out of scope:
        i. Configuration, troubleshooting or training of third-party applications;
        ii. Integrations, customizations, or non-standard interfaces not identified and agreed to in the CBW;
        iii. Change management, policies and procedures, business processes and end-user documentation;
        iv. Post production support beyond what is set forth in section 4.b of the Description of Services is out of scope;
        v. Design, build and execution of Change Management communications;
        vi. Functional or configuration changes beyond the project scope set forth in the Description of Services;
        vii. E-Learning for Simphony Cloud access per subscription or on-site training assistance is to be purchased separately and no training by Oracle Consulting is included as part of the Services.
        viii. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services as set forth

above, within five (5) business days of receipt of the completion certificate, (the "review period"), then the Services shall be deemed completed at the end of the review period.

Oracle Simphony Cloud Installation Starter Kit - Hotel

Part Number: B92953

Description of Services

Over a period of 10-20 continuous calendar days from project start to project completion (the, "Professional Service Period"), Oracle will perform the following Services related to the project consulting, installation, training and configuration of the suite of Simphony Cloud applications listed in Your order for a Simphony Point of Sale, Kitchen Display System, and Reporting and Analytics ("Simphony Applications") implementation in the Oracle Cloud for a single property ("Scope"):

1. Project Consultancy Services.
   a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
   b. Review and confirm Your Simphony Applications order;
      i. Discuss estimated implementation dates; including the proposed Simphony Applications go-live date;
      ii. Discuss the hardware prerequisites to support Your Simphony Applications' implementation.
   c. Prepare a project implementation schedule for Oracle resources.
   d. Assign Oracle implementation resources.
   e. Provide travel information for resources traveling to Your location.
   f. Facilitate mutually agreed reoccurring project status calls to track progress.
   g. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Applications.
   a. Conduct a configuration interview videoconference call, with members of Your designated project team, to review the Customer build Workbook (the "CBW") that is to be completed by You.
   b. The Oracle remote programming services team will configure Your system based on the data entered into the CBW.
3. Testing and Pre-Production Assistance.
   a. Oracle will provide You with an export of the menu item names and prices for You to validate spelling and pricing.
   b. Oracle will provide up to two (2) hours to remotely review the menu item data, and modify errors in configuration, as identified by You.
   c. Oracle will provide up to four (4) hours to configure the Simphony Applications to support the interface to Your standard property management system ("PMS") application.
   d. Oracle will remotely install the Enterprise Management Console ("EMC") application on Your provided personal computer to enable configuration review of Your data.
   e. Based upon the configuration review with You, Oracle will provide up to eight (8) hours of assistance with the install and configuration of the Oracle Simphony client application and a single supported fiscal solution, as defined in the CBW, on Your Oracle point-of-sale hardware equipment at Your designated property location and transition it to Your production environment.
   f. Conduct a "Technical Environment Readiness", and "Readiness for Live" videoconference call with Your designated project team to discuss the following:
      i. Confirmation of Your network infrastructure readiness to support the installation of the Simphony Applications;
      ii. Confirmation and operability of the interface between Your Simphony Applications and Your standard PMS interface; and
      iii. Confirmation of completion by You of testing of the configuration identified in the CBW.
4. Onsite or Remote Assistance.
   a. Oracle will provide You with up to four (4) hours of remote or on-site production "live" assistance during the Professional Service Period for Your users and administration team.

b. Subsequently, if Your production environment if live, Oracle will provide You with up to two (2) hours of remote assistance within the Professional Service Period to review Your configuration and reporting, and make recommendations for modifications based on Your business processes.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative who will service as Oracle's primary point of contact and have authority to make decisions with regard to the Scope Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Purchase sufficient Oracle E-Learning subscriptions for Simphony Cloud access for Your users to be trained
   c. Complete all prerequisite E-Learning prior to go-live of the Simphony Applications.
   d. Provide to Oracle a completed CBW, no more than five (5) days after the configuration interview videoconference meeting.
   e. Validate all required data that will be loaded into Your Simphony Applications.
   f. Maintain connectivity between Your environment and any third-party applications and/or websites.
   g. Validate all Simphony Applications' configuration required to support Your PMS interface.
   h. Enable the following prior to the commencement of Services:
      i. Remote access for Oracle to perform the Scope for the duration of the Professional Service Period; and
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services;
      iii. User rights to access the Simphony Applications as required for the performance of Services.
2. Project Assumptions
   a. All written documentation and communication will be in English unless mutually agreed upon.
   b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   c. The Services will be performed remotely by Oracle.
   d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   f. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
   g. The CBW will be sent to You prior to the commencement of Services.
   h. The PMS identified in the Description of Services is for any PMS applications that have Oracle-validated interfaces to Oracle Simphony Cloud ("standard").
   i. The Simphony Applications will be configured to support:
   j. Up to six (6) point-of-sale ("POS") devices and peripherals.
   k. Up to six (6) revenue centers.
   l. The following are not a part of the Services and/or Scope and are considered out of scope:
      i. Configuration, troubleshooting or training of third-party applications; and
      ii. Integrations, customizations, or non-standard interface not identified and mutually agreed to in the CBW; and
      iii. Change management, policies and procedures, business processes and end-user documentation; and
      iv. Post-production support beyond what is set forth in the Services; and
      v. Functional or configuration changes beyond the project scope set forth in the Description of Services; and
      vi. Any training services; and
      vii. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services as set forth above, within five (5) business days of receipt of the completion certificate, (the "review period"), then the Services shall be deemed completed at the end of the review period.

Oracle Simphony Essentials Cloud Installation Starter Kit

Part Number: B93050

Description of Services

Oracle will perform the following Services related to the project consulting, installation, training and configuration of the Simphony Cloud applications listed in Your order for a Simphony Point of Service, Kitchen Display System, and Reporting & Analytics ("Simphony Applications") implementation in the Oracle Cloud for a single property ("Scope"):

1. Project Consultancy Services.
    a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
        i.   Review and confirm Your Simphony Applications order;
        ii. Discuss estimated implementation dates; including the proposed Simphony Applications go-live date;
        iii. Discuss the hardware prerequisites to support Your Simphony Applications' implementation.
    b. Prepare and agree to a project schedule.
    c. Assign Oracle implementation resources.
    d. Facilitate mutually agreed reoccurring project status calls to track progress.
    e. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Applications.
    a. Conduct a configuration review videoconference call, with members of Your designated project team, to review the customer build workbook (the "CBW") that is to be completed by You.
    b. Provide assistance with the configuration of Your system based on the data entered into the CBW.
3. Testing and Pre-Production Assistance.
    a. Oracle will provide You with an export of the menu item names and prices for You to validate.
    b. Oracle will remotely install the Simphony Enterprise Management Console ("EMC") on Your provided personal computer.
    c. Based upon the configuration review with You, Oracle will provide up to one (1) hour of remote guidance on Your installation of Your Oracle point-of-sale hardware devices and peripherals.
    d. Configure up to one (1) supported fiscal solution.
4. Remote Assistance.
    a. Oracle will provide You with up to a total of one and one half (1.5) hours of remote assistance for Your users and administration team.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
    b. Purchase sufficient Oracle E-Learning subscriptions for Simphony Cloud access for Your users to be trained prior to project start.
    c. Complete all prerequisite E-Learning prior to go-live of the Simphony Applications.
    d. Provide a completed CBW, no less than five (5) business days after the configuration interview videoconference meeting.
    e. Validate all required data that will be loaded into Your production environment.
    f. Maintain connectivity between Your environment and any third-party applications and/or websites.
    g. Enable the following prior to the commencement of the Services:

<ol type="i" start="1">
Remote access for Oracle to perform the Scope for the duration of the project; and
Network access and communications between the applicable servers and databases for Oracle to perform the Services; and
User rights to access the Simphony Applications for the Services.

<ol start="2">
Project Assumptions
<ol type="a">
All written documentation and communication will be in English or a mutually agreed upon language.
A person day is defined as one (1) resource working up to eight (8) hours.
Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
The Services will be exclusively performed remotely by Oracle.
Unless otherwise specified, off-shore resources will work during their respective local working hours.
Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
The CBW will be sent to You at least one (1) week prior to the project kickoff call.
The Simphony Applications will be configured to support:
<ol type="i">
Up to three (3) point-of-sale ("POS") client devices and associated supported peripherals.
Up to two (2) revenue centers.

The following are not a part of the Services and are considered out of scope:
<ol type="i">
Configuration, troubleshooting or training of third-party applications; and
Integrations, customizations, or non-standard interfaces not identified and mutually agreed to in the CBW; and
Change management, policies and procedures, business processes and end-user documentation; and
Post-production support beyond what is set forth in the Services; and
Functional or configuration changes beyond the project scope set forth in the Description of Services; and
Any training services beyond the prescribed eLearning Services; and
Any on-site services; and
Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services as set forth above, within five (5) business days of receipt of the completion certificate, (the "review period"), then the Services shall be deemed completed at the end of the review period.

Oracle Simphony Cloud Inventory Management Configuration Service

Part Number: B93635

<u>Description of Services</u>

Oracle will perform the following services related to Inventory Management ("Inventory") in Your Simphony Cloud Service for a single property environment ("Services"):

<ol start="1">
<u>Project Consultancy Services</u>
<ol type="a">
Facilitate a project kick-off call with Your team to review and agree upon the project scope.
<ol type="i">
Confirm Your Services order between You and Oracle.
Discuss estimated implementation dates including, but not limited to, the proposed Inventory go-live date.
Discuss pre-requisites to support Your Inventory implementation.
Provide You with a Customer Build Workbook ("CBW") that is to be completed by You.

Prepare a project implementation schedule for Oracle resources.
Assign Oracle implementation resources.
Facilitate mutually agreed upon re-occurring project status calls to track progress.
Facilitate a project completion call and provide You with a completion certificate.

<u>Installation and Configuration of Inventory</u>

a. Conduct a discovery and requirements gathering session ("Discovery") to review the CBW.
b. Assist with the following configuration items based on the menu item and master data entered by You into the CBW:
   i. Base configuration of Inventory.
   ii. Import and review of the menu items and master data.
   iii. Configure up to three (3) standard user roles and one (1) each of system admin, store manager, and warehouse users.
   iv. Configure one (1) logo, one (1) cost center to revenue center link and synchronize to Oracle Restaurants Reporting & Analytics.
   v. Review of imported menu items and recipe links.
3. Training.
   a. Provide Inventory training to Your designated administrators.
4. Configuration and Pre-Production Data Validation
   a. Assist with reviewing the following configuration items completed by You:
      i. Up to ten (10) inventory item configurations.
      ii. Up to ten (10) store unit configurations.
      iii. Up to twenty (20) purchase order and store unit configurations.
      iv. Up to twenty (20) recipe link configurations.
      v. Up to five (5) vendor configurations.
      vi. Up to ten (10) vendor purchase catalog configurations.
      vii. Up to five (5) list configurations.
      viii. Up to twenty (20) count unit configurations.
5. Production Cut-Over Assistance
   a. Assist with the following items related to Your production go-live period:
      i. Entering and using purchase orders.
      ii. Entry and use of inventory counts.
      iii. Creation and use of scheduler jobs.
      iv. General use of standard Inventory features and functionality.
6. Post-Production Cut-Over Assistance
   a. Assist with the following items related to Your post-production cut-over:
      i. Standard inventory reports.
      ii. General use of standard inventory features and functionality.
      iii. Review Your configuration and reporting, and make recommendations for modifications based on Your business processes.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide a completed version of the CBW prepared by You within five (5) business days of Discovery.
   c. Validate all required data that will be loaded into Your single property environment.
   d. Complete module-specific configuration as mutually agreed to by the parties during the project kick-off call.
   e. Conduct user acceptance testing ("UAT") for all configuration performed in the Description of Services above.
   f. Enable the following, prior to the commencement of the Services:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period.
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services.
      iii. User rights to access the cloud production environment(s) for the Services.

g. Maintain network connectivity between Your environment and any third-party applications and/or websites.
2. Project Assumptions
    a. A person day is defined as one (1) resource working up to eight (8) hours.
    b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
    c. Unless otherwise specified, off-shore resources will work during their respective local working hours.
    d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    e. All written documentation and communication will be in English or a mutually agreed upon language.
    f. All relevant menu items are configured and active.
    g. The following are not part of the Services and are considered out of scope:
        i. Configuration, troubleshooting or training of third-party applications.
        ii. Integrations, customizations, or non-standard interfaces not identified and agreed to in the CBW.
        iii. Change management, policies and procedures, business processes and end-user documentation.
        iv. Post-production cut-over assistance beyond what is set forth in section 6.a of the Description of Services.
        v. Functional or configuration changes beyond the project scope set forth in the Description of Services above.
        vi. Business-to-Business integrations ("B2B").
        vii. Exports for inventory and/or close financial period.
        viii. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Unused Services

Should You not use the allotted Services during any three (3) month period during the Services Period, You will forfeit such unused Services with no further action required of either party. You shall not be entitled to any refund or credit toward additional or other services for any unused portion of the Services.

Oracle Simphony Cloud Kitchen Display Configuration Service

Part Number: B93052

Description of Services

Oracle will perform the following services related to Kitchen Display System ("KDS") for Your Oracle Simphony Cloud Service for a, single property environment (the "Services"):

1. Project Consultancy Services.
    a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
    b. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of KDS.
    a. Conduct a discovery and requirements gathering session ("Discovery") to review the customer build workbook ("CBW") that is to be completed by You, for Your KDS configuration.
    b. Assist with the configuration of up to three (3) KDS controllers with up to three (3) KDS peripheral devices per KDS controller, based on the data entered in the CBW.
3. Hardware Installation Assistance.
    a. Provide up to two (2) consecutive hours of remote guidance to support the installation of Your KDS hardware devices.
4. Training.

a. Provide up to two (2) consecutive hours of remote training for Your users and administration team.
5. Live Support.
    a. Provide up to two (2) consecutive hours of remote live support assistance to provide guidance on Your KDS use and configuration.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
    a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
    b. Provide a completed CBW prepared by You within five (5) business days after Discovery.
    c. Train Your end users on KDS functionality and reporting.
    d. Conduct user acceptance testing ("UAT") for all configuration performed in the Description of Services above.
    e. Maintain connectivity between Your environment and any third-party applications and/or websites.
    f. Enable the following prior to the commencement of the Services:
        i. Remote access for Oracle to perform the Services for the duration of the Services Period; and
        ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services; and
        iii. User rights to access the Simphony Applications for the Services.
2. Project Assumptions
    a. All written documentation and communication will be in English or a mutually agreed upon language.
    b. A person day is defined as one (1) resource working up to eight (8) hours.
    c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
    d. Oracle will perform all Services remotely.
    e. Unless otherwise specified, off-shore resources will work during their respective local working hours.
    f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    g. .
    h. KDS is being added to one (1) revenue center that is configured, active and in use.
    i. Menu items related to KDS are configured, active and in use.
    j. KDS peripheral devices listed in the Description of Services may include any of the following items:
        i. Touchscreen or conventional monitor.
        ii. Bump bar.
        iii. External power supply.
    k. The following are not a part of the Services and are considered out of scope:
        i. Configuration, troubleshooting or training of third-party applications.
        ii. Integrations, customizations, or non-standard interfaces not identified and mutually agreed to in the CBW.
        iii. Change management, policies and procedures, business processes and end-user documentation.
        iv. Functional or configuration changes beyond the project scope set forth in the Description of Services.
        v. Any on-site services.
        vi. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Oracle Simphony Cloud Labor Management Configuration Service

Part Number: B93053

Description of Services

Oracle will perform the following services related to Labor Management ("LM") for Your Simphony Cloud Service for a single property environment (the "Services"):

1. Project Consultancy Services.
   a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
   b. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of LM.
   a. Conduct a discovery and requirements gathering session ("Discovery") to review the customer build workbook ("CBW") that is to be completed by You for Your LM configuration.
   b. Assist with configuring Your LM application for clocking in/out functionality, based on the data entered in the CBW.
3. Training.
   a. Provide up to two (2) consecutive hours to train Your identified personnel on the use and administration of LM.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide a completed CBW prepared by You within five (5) business days after Discovery.
   c. Complete module-specific configuration as mutually agreed to during Discovery.
   d. Train Your end users on LM functionality and reporting.
   e. Conduct user acceptance testing (UAT) for all configuration performed in the Description of Services.
   f. Maintain connectivity between Your environment and any third-party applications and/or websites.
   g. Enable the following prior to the commencement of the Services:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period.
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services.
      iii. User rights to access the Simphony Applications for the Services.
2. Project Assumptions
   a. All written documentation and communication will be in English or a mutually agreed upon language.
   b. A person day is defined as one (1) resource working up to eight (8) hours.
   c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   d. Oracle will perform the Services remotely.
   e. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   g. The CBW will be sent to You at least one (1) week prior to the commencement of the Services.
   h. The following are not a part of the Services and are considered out of scope:
      i. Configuration, troubleshooting or training of third-party applications.
      ii. Integrations, customizations, or non-standard interfaces not mutually agreed to by the parties.
      iii. Change management, policies and procedures, business processes and end-user documentation.
      iv. Functional or configuration changes not explicitly set forth in the Description of Services.
      v. Any on-site services.

vi.   Live support.
   vii.   Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Oracle Simphony Cloud Transaction Services Configuration Service

Part Number: B93054

Description of Services

Oracle will perform the following services related to Simphony Transaction Services ("STS") for Your Oracle Simphony Cloud Service for a single property environment (the "Services"):

1. Project Consultancy Services.
   a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
   b. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of STS.
   a. Conduct a discovery and requirements gathering session ("Discovery") to review the customer build workbook ("CBW") that is to be completed by You for Your STS configuration.
   b. Assist with STS configuration based on the data entered in the CBW.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide a completed CBW prepared by You within five (5) business days after Discovery.
   c. Have a separate order with Your third-party vendor.
   d. Conduct user acceptance testing ("UAT") for all configuration performed in the Description of Services above, with Your third-party vendor.
   e. Maintain connectivity between Your environment and any third-party applications and/or websites.
   f. Enable the following prior to the commencement of the Services:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period.
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services.
      iii. User rights to access the Simphony Applications for the Services.
2. Project Assumptions
   a. All written documentation and communication will be in English or a mutually agreed upon language.
   b. A person day is defined as one (1) resource working up to eight (8) hours.
   c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   d. Oracle will perform the Services remotely.
   e. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   g. The CBW will be sent to You at least one (1) week prior to the commencement of the Services.
   h. After STS configuration completion, Your vendor implements their own solution without Oracle involvement.
   i. The following are not a part of the Services and are considered out of scope:
      i. Configuration, troubleshooting or training of third-party applications.

       ii.   Integrations, customizations, or non-standard interfaces not identified and mutually agreed to in the CBW.

      iii.   Change management, policies and procedures, business processes and end-user documentation.

      iv.   Functional or configuration changes not explicitly set forth in the Description of Services.

      v.   Any training services.

      vi.   Any on-site services.

      vii.   Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Oracle Simphony Cloud Gift & Loyalty Configuration Service

Part Number: B97148

Description of Services

Oracle will perform the following services related to either (i) Your Oracle Simphony Cloud Gift and Loyalty Service ("Simphony G&L") or (ii) Your Oracle Simphony Cloud Service ("Simphony") for Your Oracle-approved and validated third-party gift and/or loyalty solution integration ("TPGL"), for Your Oracle Simphony Cloud in a single property environment (the "Services"):

1. Project Consultancy Services.
   a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
   b. Facilitate a project completion call and provide You with a completion certificate.
2. Installation, Configuration and Training.
   a. Simphony G&L.
      i. Conduct a discovery and requirements gathering session ("Discovery") to review Your configuration requirements ("Your Requirements") as provided by You.
      ii. Assist with configuring Your G&L application based on Your Requirements.
      iii. Provide up to two (2) consecutive hours to train Your identified personnel on the use and administration of G&L.

OR

   b. TPGL.
      i. Conduct Discovery to review Your Requirements, as provided by You.
      ii. Configure Simphony to support the interface to Your TPGL, based on Your Requirements.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide Your Requirements for the configuration of Simphony G&L or for the configuration of Simphony to support the TPGL within five (5) business days after Discovery as agreed upon by the parties.
   c. For TPGL, execute a separate order with Your third-party vendor.
   d. Train Your end users on Simphony G&L functionality and reporting.

e. Maintain connectivity between Your environment and any third-party applications and/or websites.

f. Enable the following prior to the commencement of the Services:

    i. Remote access for Oracle to perform the Services for the duration of the Services Period.

    ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services.

    iii. User rights to access the Simphony applications for the Services.

2. Project Assumptions

a. All written documentation and communication will be in English or a mutually agreed upon language.

b. A person day is defined as one (1) resource working up to eight (8) hours.

c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.

d. Oracle will perform all Services remotely.

e. Unless otherwise specified, off-shore resources will work during their respective local working hours.

f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.

g. Simphony G&L configuration identified in the Description of Services above will be limited to one (1) gift program or one (1) loyalty program, each consisting of a single card rule.

h. The third-party gift and/or loyalty interface must be an Oracle-approved and validated interface for the Oracle Simphony Cloud Service version You are currently using.

i. The following are not a part of the Services and are considered out of scope:

    i. Configuration, troubleshooting or training of third-party applications.

    ii. Customizations or non-standard interfaces.

    iii. Change management, policies and procedures, business processes and end-user documentation.

    iv. Functional or configuration changes not explicitly set forth in the Description of Services above.

    v. Live support.

    vi. Importing or uploading existing card account information from any pre-existing programs.

    vii. Any services related to physical media.

    viii. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services above within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Oracle Simphony Cloud Hardware Installation Service

Part Number: B93055

Description of Services

Oracle will perform the following services related to hardware installation for Your Oracle Simphony Cloud Service for a, single property environment (the "Services"):

1. Project Consultancy Services.
   a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
   b. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Applications.

a. Conduct a discovery and requirements gathering session ("Discovery") to review Your configuration and installation requirements ("Your Requirements"), as provided by You.
b. Assist with installing, configuring and functionally testing up to three (3) point-of-sale devices ("POS") with up to two (2) peripheral devices per POS, based on Your Requirements.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Provide Your Requirements for hardware configuration and installation within five (5) business days after Discovery.
   c. Maintain connectivity between Your environment and any third-party applications and/or websites.
   d. Enable the following prior to the commencement of the Services:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period.
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services.
      iii. User rights to access the Simphony Applications for the Services.
2. Project Assumptions
   a. All written documentation and communication will be in English or a mutually agreed upon language.
   b. A person day is defined as one (1) resource working up to eight (8) hours.
   c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   d. The Services will be performed either remotely or on-site by Oracle. Travel and expenses will be added separately for any on-site assistance.
   e. Unless otherwise specified, resources will work during their respective local working hours.
   f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   g. POS devices noted in the Description of Services may include any of the following items:
      i. Workstation with stand.
      ii. Tablet.
      iii. All-in-one device.
   h. Peripheral devices noted in the Description of Services may include any of the following items:
      i. Receipt printer.
      ii. Cash drawer(s).
      iii. Card reader.
      iv. Barcode scanner.
      v. Biometric reader.
      vi. Scale.
      vii. Customer display.
      viii. External power device(s).
   i. The following are not a part of the Services and are considered out of scope:
      i. Configuration, troubleshooting or training of third-party applications.
      ii. Integrations, customizations, or non-standard interfaces not identified and mutually agreed to. .
      iii. Change management, policies and procedures, business processes and end-user documentation.
      iv. Functional or configuration changes beyond the project scope set forth in the Description of Services.
      v. Training of Oracle Simphony hardware.
      vi. Any services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services above within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Oracle Simphony Cloud System Administrator Training Service

Part Number: B93051

Description of Services

Oracle will perform the following Services related to system administrator training for Your Oracle Simphony Cloud Service for a single property environment (the "Services"):

1. Project Consultancy Services.
   a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
   b. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Applications.
   a. Provide up to twelve (12) hours, over a consecutive two (2) business day period, to train Your identified personnel on the use and administration of the Simphony Application, as configured currently.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Maintain connectivity between Your environment and any third-party applications and/or websites.
   c. Enable the following prior to the commencement of the Services:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period.
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services.
      iii. User rights to access the Simphony Applications for the Services.
2. Project Assumptions
   a. All written documentation and communication will be in English or a mutually agreed upon language.
   b. A person day is defined as one (1) resource working up to eight (8) hours.
   c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   d. Oracle will perform the Services remotely.
   e. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   g. The following are not a part of the Services and are considered out of scope:
      i. Configuration, troubleshooting or training of third-party applications.
      ii. Integrations, customizations, or non-standard interfaces not identified and mutually agreed to by the parties.
      iii. Change management, policies and procedures, business processes and end-user documentation.
      iv. Functional or configuration changes beyond the project scope set forth in the Description of Services above.
      v. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services within five (5)

business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

Oracle Simphony Cloud End User Training Service

Part Number: B93056

Description of Services

Oracle will perform the following services related to system end user training for Your Oracle Simphony Cloud Service, in a single property environment (the "Services"):

1. Project Consultancy Services.
   a. Facilitate mutually agreed upon re-occurring project status calls to track progress.
   b. Facilitate a project completion call and provide You with a completion certificate.
2. Simphony Applications Training Services.
   a. Provide up to four (4) consecutive hours to train Your identified management personnel on the use of the Simphony Application, as it is configured currently.
   b. Provide up to two (2) consecutive hours to train Your identified end-user personnel on the use of the Simphony Application, as it is configured currently.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply to You in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Maintain connectivity between Your environment and any third-party applications and/or websites.
   c. Enable the following prior to the commencement of the Services:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period.
      ii. Network access and communications between the applicable servers and databases necessary for Oracle to perform the Services.
      iii. User rights to access the Simphony Applications necessary for Oracle to perform the Services.
2. Project Assumptions
   a. All written documentation and communication will be in English or a mutually agreed upon language.
   b. A person day is defined as one (1) resource working up to eight (8) hours.
   c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   d. The Services will be performed remotely by Oracle.
   e. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   g. The following are not a part of the Services and are considered out of scope:
      i. Configuration, troubleshooting or training for third-party applications.
      ii. Integrations, customizations, or non-standard interfaces not identified and mutually agreed to by the parties.
      iii. Change management, policies and procedures, business processes and end-user documentation.
      iv. Functional or configuration changes beyond the project scope set forth in the Description of Services above.
      v. Any other services not expressly identified herein.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services within five (5) business days of receiving the completion certificate ("Review Period"), then the Services shall be deemed completed at the end of the Review Period.

SIMPHONY ENABLEMENT KITS

Oracle Simphony Cloud Enablement Kit

Part Number: B94949

Description of Services

For up to eight (8) person days during the Service Period, defined below, Oracle will perform the following services related to the project consultation, installation, training, and configuration of the suite of Simphony Cloud applications listed in Your order for a Simphony Point of Service, Kitchen Display System, and Reporting Analytics Implementation in Oracle Cloud for a single property ("Services") as set forth below. The Services will be made available to You for twelve (12) months beginning on i) the date of Your order if Your Oracle Simphony deployment(s) are deployed (as determined by Oracle) as of the customer signature date of Your order, or ii) the date of Your first ECMS Service Request submission if Your Oracle Simphony deployments(s) are not deployed (as determined by Oracle) as of the customer signature date of Your order (the "Service Period").

1. Project Consultancy Services
    a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
        i. Confirm Oracle Simphony Cloud order;
        ii. Discuss estimated implementation dates; including the proposed Oracle Simphony Cloud go-live date;
        iii. Discuss hardware prerequisites to support Your Oracle Simphony Cloud implementation.
        iv. Discuss the requirements for the configuration of Your Oracle deployment.
    b. Prepare a project implementation schedule for Oracle resources.
    c. Assign Oracle implementation resources.
    d. Provide travel information for resources traveling to Your location.
    e. Facilitate mutually agreed re-occurring project status calls to track progress.
    f. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Cloud Application
    a. Conduct a configuration interview videoconference call, with members of Your designated project team, to review the Customer Build Workbook ("CBW") that is to be completed by You.
    b. The Oracle Remote Programming Services team will provide assistance with the configuration of your system based on the data entered into the Customer Build Workbook.
3. Testing and Pre-Production Assistance
    a. Oracle will provide You with an export of the Menu Item names and prices for You to validate spelling and pricing.
    b. Oracle will provide up to two (2) hours of remote assistance to review the Menu Item data and correct of any errors identified during Your review of the Menu Item data.
    c. Oracle will remotely install the EMC Client on Your provided PC to enable configuration review of Your data.
    d. Based upon the configuration review with You, Oracle will provide up to eight (8) hours of assistance with the installation and configuration of the Oracle Simphony client application and a single supported fiscal solution, if defined in the CBW, on Your Oracle point-of-sale hardware equipment at Your designated property location and transition it into Your production environment.
    e. Conduct a "Technical Environment Readiness," and "Readiness for Live" videoconference call with Your designated project team to discuss the following:
        i. Confirmation of Your network infrastructure readiness; and
        ii. Confirmation of completion by You of all necessary testing and Your readiness to move to a live production environment.
4. Onsite and Remote Assistance
    a. Oracle will provide You with up to four (4) hours of on-site assistance at the beginning of the Services Period for Your users and administration team.

b.   Subsequently, if Your production environment is live, Oracle will provide You with up to two (2) hours of remote assistance at the beginning of the Services Period to review Your configuration and reporting and make recommendations for modifications based on Your business processes.

5.   Enterprise Configuration Managed Services ("ECMS").
a.   Once the Onsite and Remote Assistance services above are completed, assist You with configuring menus, sales updates, modifiers, page design, employee setup, time and attendance, printing, standard reports, and/or eBusiness modules (collectively the, "Items") in accordance with the following:
    i.   Up to a maximum of thirty (30) Items changes per month.
    ii.   Service Requests must be submitted to Oracle, at a minimum of four (4) business days prior to the requested go-live of such Service Request and You are limited to a maximum Service Requests per month. The foregoing (i) and (ii) will collectively be referred to as the "Monthly Changes." For clarification, in the event the maximum number of Items changes and ECMS Service Requests have not been used within a given month, such unused Items changes and Service Requests will be automatically forfeited by You, with no further action required of either party, and You shall not be entitled to any refund, or any credit towards additional or other Services, for any unused portion of the Items changes and/or ECMS Service Requests. You may not use the Items changes and/or ECMS Service Requests for any services other than Services described herein for Your Enterprise Application(s).
b.   Assist You with testing the configuration, printing, and reporting.

Your Cooperation and Project Assumptions

1.   Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
a.   Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
b.   Purchase sufficient Oracle E-Learning subscriptions for Simphony Cloud access for Your users to be trained.
c.   Complete all prerequisite E-Learning prior to arrival of Oracle resources on site.
d.   Provide a completed version of the CBW approved by You, no less than five (5) business days after the configuration interview video conference call.
e.   Validate all required data that will be loaded into Your test and production environments.
f.   Ensure Your points of contact, as defined in section 1.a above, enable the following:
    i.   Remote access for Oracle to perform the Services for the duration of the Services Period;
    ii.   Network access and communications between the applicable servers and databases for Oracle to perform the Services;
    iii. User rights to access the cloud production environment(s) for the Services.

2.   Project Assumptions
a.   A person day is defined as one (1) resource working up to eight (8) hours.
b.   Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
c.   Unless otherwise specified, offshore resources will work during their respective local working hours.
d.   Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
e.   The Monthly Changes will be scheduled upon finalization of the Service Request details and will be subject to resource availability.
f.   When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
g.   All written documentation and communication will be in the mutually agreed upon language.
h.   The CBW will be sent to You at least one (1) week prior to the project kickoff call.

i. The Monthly Changes will be limited to a maximum of four (4) Service Requests, totaling thirty (30) Items, per month.
j. The Services will be limited to the following:
    i. Up to four (4) Simphony revenue centers.
    ii. Up to six (6) Oracle point-of-sale workstations and peripherals,
    iii. Up to four (4) Oracle kitchen display system devices and peripherals.
k. The following are not part of the Services and are considered out of scope:
    i. Configuration, troubleshooting or training of third party applications;
    ii. Integrations, customizations, or non-standard interfaces not identified and agreed to in the CBW;
    iii. Change management, policies and procedures, business processes and end-user documentation;
    iv. Post production support beyond what is set forth in section 4.b of the Description of Services is out of scope;
    v. Design, build and execution of Change Management communications;
    vi. Functional or configuration changes beyond the project scope set forth in the Description of Services;
    vii. E-Learning for Simphony Cloud access per subscription or on-site training assistance is to be purchased separately and no training by Oracle Consulting is included as part of the Services; and
    viii. Any other services not expressly identified herein.

Oracle Simphony Cloud Essentials Enablement Kit

Part Number: B94950

Description of Services

For up to seven (7) person days during the Service Period, defined below, Oracle will perform the following services related to the project consultation, installation, training, and configuration of the suite of Simphony Cloud applications listed in Your order for a Simphony Point of Service, Kitchen Display System, and Reporting Analytics Implementation in Oracle Cloud for a single property ("Services") as set forth below. The Services will be made available to You for twelve (12) months beginning on i) the date of Your order if Your Oracle Simphony deployment(s) are deployed (as determined by Oracle) as of the customer signature date of Your order, or ii) the date of Your first ECMS Service Request submission if Your Oracle Simphony deployments(s) are not deployed (as determined by Oracle) as of the customer signature date of Your order (the "Service Period").

1. Project Consultancy Services
    a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
        i. Confirm Oracle Simphony Cloud order;
        ii. Discuss estimated implementation dates; including the proposed Oracle Simphony Cloud go-live date;
        iii. Discuss hardware prerequisites to support Your Oracle Simphony Cloud implementation.
        iv. Discuss the requirements for the configuration of Your Oracle deployment.
    b. Prepare a project implementation schedule for Oracle resources.
    c. Assign Oracle implementation resources.
    d. Provide travel information for resources traveling to Your location.
    e. Facilitate mutually agreed re-occurring project status calls to track progress.
    f. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Cloud Application
    a. Conduct a configuration interview videoconference call, with members of Your designated project team, to review the Customer Build Workbook ("CBW") that is to be completed by You.
    b. The Oracle Remote Programming Services team will provide assistance with the configuration of your system based on the data entered into the Customer Build Workbook.
3. Testing and Pre-Production Assistance.

a. Oracle will provide You with an export of the menu item names and prices for You to validate.
b. Oracle will remotely install the Simphony Enterprise Management Console ("EMC") on Your provided personal computer.
c. Based upon the configuration review with You, Oracle will provide up to one (1) hour of remote guidance on Your installation of Your Oracle point-of-sale hardware devices and peripherals.
d. Configure up to one (1) supported fiscal solution.

4. Remote Assistance.
a. Oracle will provide You with up to one and one half (1.5) hours of remote assistance at the beginning of the Services Period to review Your configuration and reporting and make recommendations for modifications based on Your business processes.

5. Enterprise Configuration Managed Services ("ECMS").
a. Once the Onsite and Remote Assistance services above are completed, assist You with configuring menus, sales updates, modifiers, page design, employee setup, time and attendance, printing, standard reports, and/or eBusiness modules (collectively the, "Items") in accordance with the following:
   i. Up to a maximum of thirty (30) Items changes per month.
   ii. Service Requests must be submitted to Oracle, at a minimum of four (4) business days prior to the requested go-live of such Service Request and You are limited to a maximum Service Requests per month. The foregoing (i) and (ii) will collectively be referred to as the "Monthly Changes." For clarification, in the event the maximum number of Items changes and ECMS Service Requests have not been used within a given month, such unused Items changes and Service Requests will be automatically forfeited by You, with no further action required of either party, and You shall not be entitled to any refund, or any credit towards additional or other Services, for any unused portion of the Items changes and/or ECMS Service Requests. You may not use the Items changes and/or ECMS Service Requests for any services other than Services described herein for Your Enterprise Application(s).
b. Assist You with testing the configuration, printing, and reporting.

Your Cooperation and Project Assumptions.

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
b. Purchase sufficient Oracle E-Learning subscriptions for Simphony Cloud access for Your users to be trained.
c. Complete all prerequisite E-Learning prior to arrival of Oracle resources on site.
d. Provide a completed version of the CBW approved by You, no less than five (5) business days after the configuration interview video conference call.
e. Validate all required data that will be loaded into Your test and production environments.
f. Ensure Your points of contact, as defined in section 1.a above, enable the following:
   i. Remote access for Oracle to perform the Services for the duration of the Services Period;
   ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services;
   iii. User rights to access the cloud production environment(s) for the Services.

2. Project Assumptions
a. A person day is defined as one (1) resource working up to eight (8) hours.
b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
c. Unless otherwise specified, offshore resources will work during their respective local working hours.
d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.

e.   The Monthly Changes will be scheduled upon finalization of the Service Request details and will be subject to resource availability.

f.   When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.

g.   All written documentation and communication will be in the mutually agreed upon language.

h.   The CBW will be sent to You at least one (1) week prior to the project kickoff call.

i.   The Monthly Changes will be limited to a maximum of four (4) Service Requests, totaling thirty (30) Items, per month.

j.   The Services will be limited to the following:
      i.   Up to four (4) Simphony revenue centers.
      ii.   Up to six (6) Oracle point-of-sale workstations and peripherals,
      iii. Up to four (4) Oracle kitchen display system devices and peripherals.

k.   The following are not part of the Services and are considered out of scope:
      i.   Configuration, troubleshooting or training of third party applications;
      ii.   Integrations, customizations, or non-standard interfaces not identified and agreed to in the CBW;
      iii. Change management, policies and procedures, business processes and end-user documentation;
      iv.   Post production support beyond what is set forth in section 4.b of the Description of Services is out of scope;
      v.   Design, build and execution of Change Management communications;
      vi.   Functional or configuration changes beyond the project scope set forth in the Description of Services;
      vii. E-Learning for Simphony Cloud access per subscription or on-site training assistance is to be purchased separately and no training by Oracle Consulting is included as part of the Services; and
      viii. Any other services not expressly identified herein.

Oracle Simphony Hotel Cloud Enablement Kit

Part Number: B94951

Description of Services

For up to nine (9) person days during the Service Period, defined below, Oracle will perform the following services related to the project consultation, installation, training, and configuration of the suite of Simphony Cloud applications listed in Your order for a Simphony Point of Service, Kitchen Display System, and Reporting Analytics Implementation in Oracle Cloud for a single property ("Services") as set forth below. The Services will be made available to You for twelve (12) months beginning on i) the date of Your order if Your Oracle Simphony deployment(s) are deployed (as determined by Oracle) as of the customer signature date of Your order, or ii) the date of Your first ECMS Service Request submission if Your Oracle Simphony deployments(s) are not deployed (as determined by Oracle) as of the customer signature date of Your order (the "Service Period").

1.   Project Consultancy Services
     a.   Facilitate a project kick-off call with Your team to review and confirm the project scope.
          i.   Confirm Oracle Simphony Cloud order;
          ii.   Discuss estimated implementation dates; including the proposed Oracle Simphony Cloud go-live date;
          iii. Discuss hardware prerequisites to support Your Oracle Simphony Cloud implementation.
          iv.   Discuss the requirements for the configuration of Your Oracle deployment.
     b.   Prepare a project implementation schedule for Oracle resources.
     c.   Assign Oracle implementation resources.
     d.   Provide travel information for resources traveling to Your location.
     e.   Facilitate mutually agreed re-occurring project status calls to track progress.

f. Facilitate a project completion call and provide You with a completion certificate.
2. Installation and Configuration of the Simphony Cloud Application
    a. Conduct a configuration interview videoconference call, with members of Your designated project team, to review the Customer Build Workbook ("CBW") that is to be completed by You.
    b. The Oracle Remote Programming Services team will provide assistance with the configuration of your system based on the data entered into the Customer Build Workbook.
3. Testing and Pre-Production Assistance
    a. Oracle will provide You with an export of the Menu Item names and prices for You to validate spelling and pricing.
    b. Oracle will provide up to two (2) hours of remote assistance to review the Menu Item data and correct of any errors identified during Your review of the Menu Item data.
    c. Oracle will remotely install the EMC Client on Your provided PC to enable configuration review of Your data.
    d. Based upon the configuration review with You, Oracle will provide up to eight (8) hours of assistance with the installation and configuration of the Oracle Simphony client application and a single supported fiscal solution, if defined in the CBW, on Your Oracle point-of-sale hardware equipment at Your designated property location and transition it into Your production environment.
    e. Conduct a "Technical Environment Readiness," and "Readiness for Live" videoconference call with Your designated project team to discuss the following:
        i. Confirmation of Your network infrastructure readiness; and
        ii. Confirmation of completion by You of all necessary testing and Your readiness to move to a live production environment.
4. Onsite and Remote Assistance
    a. Oracle will provide You with up to four (4) hours of on-site assistance at the beginning of the Services Period for Your users and administration team.
    b. Subsequently, if Your production environment is live, Oracle will provide You with up to two (2) hours of remote assistance at the beginning of the Services Period to review Your configuration and reporting and make recommendations for modifications based on Your business processes.
5. Enterprise Configuration Managed Services ("ECMS").
    a. Once the Onsite and Remote Assistance services above are completed, assist You with configuring menus, sales updates, modifiers, page design, employee setup, time and attendance, printing, standard reports, and/or eBusiness modules (collectively the, "Items") in accordance with the following:
        i. Up to a maximum of thirty (30) Items changes per month.
        ii. Service Requests must be submitted to Oracle, at a minimum of four (4) business days prior to the requested go-live of such Service Request and You are limited to a maximum Service Requests per month. The foregoing (i) and (ii) will collectively be referred to as the "Monthly Changes." For clarification, in the event the maximum number of Items changes and ECMS Service Requests have not been used within a given month, such unused Items changes and Service Requests will be automatically forfeited by You, with no further action required of either party, and You shall not be entitled to any refund, or any credit towards additional or other Services, for any unused portion of the Items changes and/or ECMS Service Requests. You may not use the Items changes and/or ECMS Service Requests for any services other than Services described herein for Your Enterprise Application(s).
    b. Assist You with testing the configuration, printing, and reporting.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Purchase sufficient Oracle E-Learning subscriptions for Simphony Cloud access for Your users to be trained.
   c. Complete all prerequisite E-Learning prior to arrival of Oracle resources on site.
   d. Provide a completed version of the CBW approved by You, no less than five (5) business days after the configuration interview video conference call.
   e. Validate all required data that will be loaded into Your test and production environments.
   f. Ensure Your points of contact, as defined in section 1.a above, enable the following:
      i. Remote access for Oracle to perform the Services for the duration of the Services Period;
      ii. Network access and communications between the applicable servers and databases for Oracle to perform the Services;
      iii. User rights to access the cloud production environment(s) for the Services.

2. Project Assumptions
   a. A person day is defined as one (1) resource working up to eight (8) hours.
   b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   c. Unless otherwise specified, offshore resources will work during their respective local working hours.
   d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   e. The Monthly Changes will be scheduled upon finalization of the Service Request details and will be subject to resource availability.
   f. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
   g. All written documentation and communication will be in the mutually agreed upon language.
   h. The CBW will be sent to You at least one (1) week prior to the project kickoff call.
   i. The Monthly Changes will be limited to a maximum of four (4) Service Requests, totaling thirty (30) Items, per month.
   j. The Services will be limited to the following:
      i. Up to four (4) Simphony revenue centers.
      ii. Up to six (6) Oracle point-of-sale workstations and peripherals,
      iii. Up to four (4) Oracle kitchen display system devices and peripherals.
   k. The following are not part of the Services and are considered out of scope:
      i. Configuration, troubleshooting or training of third party applications;
      ii. Integrations, customizations, or non-standard interfaces not identified and agreed to in the CBW;
      iii. Change management, policies and procedures, business processes and end-user documentation;
      iv. Post production support beyond what is set forth in section 4.b of the Description of Services is out of scope;
      v. Design, build and execution of Change Management communications;
      vi. Functional or configuration changes beyond the project scope set forth in the Description of Services;
      vii. E-Learning for Simphony Cloud access per subscription or on-site training assistance is to be purchased separately and no training by Oracle Consulting is included as part of the Services; and
      viii. Any other services not expressly identified herein.

ADDITIONAL SERVICES

Oracle Restaurants Professional Cloud Service – Per Hour

Part Number: B88113, B88686 (Extended Hours), B88687 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your order ("Total Hours") for the Oracle Restaurants Professional Cloud Services ("Services") related to Your Oracle deployment(s), which Services may include assistance with any of the following:

1. Software Application Configuration and Operational Review
   a. Conduct a discovery and requirements gathering session for the creation (or modification) of a customization (the, "Customization") to Your Oracle Restaurants Application(s) ("POS").
   b. Document the mutually agreed upon requirements identified in the discovery and requirements gathering session, above (the "Design Document"), and provide to You such documentation.
   c. Review and configure Your business rules and operational standards.
   d. Review and configure application parameters.
   e. Review and configure users/granting permissions.
   f. Review and configure screen designs.
   g. Enable or modify features.
   h. Review and configure Your requirements, as mutually agreed upon in the Design Document, and advise on a deployment path.
   i. Create or modify custom reports, interfaces, exports or imports based on the Design Document.
2. Software Application Interface, Report or Export Assistance
   a. Compile and release an interface, report and/or export file in a mutually agreed to format for Your existing Oracle Restaurants application.
   b. Install and test the interface, report and/or export in an Oracle test environment.
   c. Document the installation, configuration and usage instructions for the interface, report or export.
   d. Provide guidance on Your production installation and/or configuration of the interface, report or export.
   e. Provide guidance on Your user acceptance testing ("UAT") of the interface, report or export.
3. Application Programing Interface ('API') Assistance
   a. Provide guidance and address questions related to Your use of the Oracle API documentation.
   b. Assist with the pre-production testing of message formats and message contents in Your interface test environment.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide access to Your site for the Oracle resources, as required for the performance of the Services.
   b. Provide access to Your POS test and/or production environment(s), as required for the performance of the Services.
   c. If, while performing the Services, Oracle requires access to other vendors' products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
   d. Perform user acceptance testing ('UAT') of the Customization(s).
   e. Installation and/or configuration of custom reports, interfaces, exports or imports.
2. Project Assumptions
   a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
   b. A person day is defined as one (1) resource working up to eight (8) hours.

c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
e. All written documentation and communication will be in the mutually agreed upon language.
f. Data migration is not included in the Services.
g. Configuration, review or training on third-party applications is not included in the Services.
h. The Services will be performed either by onsite delivery resources or remotely and do not include physical hardware installation.
i. Project management is not included in the Services.
j. The Customization is not entitled to standard Oracle product support from Oracle Support.
k. The Customization may not be compatible with different or future versions or upgrades of the Oracle products.
l. Any revisions that that may be identified by You during Your UAT will be addressed through the change control process.
m. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
n. Unless otherwise specified, off-shore resources will work during their respective local working hours.
o. Oracle may deliver the Services during the following work shifts as specified in Your order:
    i. "Standard Business Hours" are the hours between 8:00 am and 5:00 pm in the time zone of Your site and/or the location where the Services are to be performed.
    ii. "Extended Business Hours" are the hours between 5:01 pm and 8:00 am in the time zone of Your site and/or the location where the Services are to be performed.
    iii. "Weekend Hours" are the hours beginning on Saturday at 8:01 am in the time zone of Your site and/or location where the Services are being performed and ending on Monday at 7:59 am in the time zone of Your site and/or location where the Services are to be performed.
    iv. "Holiday Hours" are the hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.

Oracle Restaurants Professional Services and Consulting Cloud Service – Per Hour

Part Number: B88114, B88678 (Extended Hours), B88689 (Weekend/Holiday Hours)

Description of Services

1. Software Application Configuration and Operational Review
    a. Conduct a discovery and requirements gathering session for the creation (or modification) of a customization to Your Oracle Restaurants Application ("the Customization").
    b. Document the mutually agreed upon requirements identified in the discovery and requirements gathering session, above (the "Design Document"), and provide to You such documentation.
    c. Review and configure Your business rules and operational standards.
    d. Review and configure application parameters.
    e. Review and configure users/granting permissions.
    f. Review and configure screen designs.
    g. Enable or modify features.
    h. Review and configure Your requirements, as mutually agreed upon in the Design Document, and advise on a deployment path.
    i. Review and configure Your needs and advise on a deployment path.
    j. Assess and make recommendations on POS optimization and architectural structure/deployment.
    k. Create or modify custom reports, interfaces, exports or imports based on mutually agreed Design Document.
2. Application Programing Interface ('API') Assistance
    a. Provide guidance and address questions related to Your use of the Oracle API documentation.

b. Assist with the pre-production testing of message formats and message contents in Your interface test environment.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide access to Your site for the Oracle resources, as required for the performance of the Services.
   b. Provide access to Your POS test and/or production environment(s), as required for the performance of the Services.
   c. If, while performing the Services, Oracle requires access to other vendors' products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
   d. Perform user acceptance testing ('UAT') of the Customization(s).
   e. Installation and/or configuration of custom reports, interfaces, exports or imports.

2. Project Assumptions
   a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
   b. A person day is defined as one (1) resource working up to eight (8) hours.
   c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   e. All written documentation and communication will be in the mutually agreed upon language.
   f. Oracle will provide a list of requirements to be implemented by You to support the performance of the Services.
   g. Data migration is not included in the Services.
   h. Configuration, review or training on third-party applications is not included in the Services.
   i. The Services will be performed by Oracle resources either onsite or remotely and do not include physical hardware installation.
   j. Project management is not included in the Services.
   k. The Customization is not entitled to standard Oracle product support from Oracle Support.
   l. The Customization may not be compatible with different or future versions or upgrades of the Oracle products.
   m. Any revisions that that may be identified by You during Your UAT will be addressed through the change control process.
   n. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
   o. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   p. Oracle may deliver the Services during the following work shifts as specified in Your order:
      i. Oracle may deliver the Services during the following work shifts as specified in Your order: "Standard Business Hours" are the hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location where the Services are to be performed.
      ii. "Extended Business Hours" are the hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location where the Services are to be performed.
      iii. "Weekend Hours" are the hours beginning on Saturday at 8:01 am in the time zone of Your site and/or location where the Services are to be performed and ending on Monday at 7:59 am in the time zone of Your site and/or the location where the Services are to be performed.
      iv. "Holiday Hours" are the hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the Services are to be performed.

Oracle Restaurants Enterprise Configuration Managed Cloud Services – Per Hour

Part Number: B90309

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Restaurants Enterprise Configuration Managed Cloud Services related to the configuration and testing of Your Oracle Restaurants deployment(s). The Services may include assistance with the following:

1. Software Configuration and Testing
   a. Conduct a discovery call to discuss the requirements for the configuration of Your Oracle deployment.
   b. Assist You with configuring menus, sales updates, modifiers, page design, employee setup, time and attendance, printing, standard reports, and eBusiness modules.
   c. Assist You with testing the configuration, printing, and reporting.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide Oracle access to Your Restaurants application as required for the performance of the Services.
   b. Provide Oracle access to site personnel who are best able to provide information needed to perform software configuration.
   c. Perform software upgrades as required by Oracle to support the performance of the Services.
   d. Maintain a test environment and validate the Services, as requested by Oracle, in such test environment prior to the deployment of changes to Your production environment.
   e. Provide any notices and obtain any consents required for Oracle to perform the Services.
   f. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the Services.
   g. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations.
   h. If while performing Services Oracle requires access to other vendors' products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.

2. Project Assumptions
   a. The Services above will be performed remotely and Service Requests will be processed in accordance with the primary service hours, which are Monday through Friday 9.00am to 5.00pm local time, excluding public holidays.
   b. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
   c. A person day is defined as one (1) resource working up to eight (8) hours.
   d. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   e. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   f. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   g. All written documentation and communication will be in the mutually agreed upon language.
   h. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.
   i. Any request for modification to the Services requires entering into a new order.
   j. The following are not part of the Services and are considered out of scope:
      i. Configuration or training of third-party applications;
      ii. Project management;
      iii. Physical hardware installation;

iv.   Network troubleshooting;
v.   Custom report development;
vi.   Customizations, enhancements, modifications, localizations, or interfaces of the Oracle Product(s); or
vii.   Any other services not expressly identified herein.

Oracle Restaurants Professional Services Cloud Integration Customization Package - Basic

Part Number: B91264

Description of Services

Oracle will perform the following services related to the project consulting, customization, and configuration of Your suite of Cloud applications ("Services"):

1. Project Consultancy Services
   a. Facilitate a project kick-off call with Your team to review and confirm the project scope.
   b. Create a project plan.
   c. Facilitate mutually agreed reoccurring project status calls to track progress.
   d. Facilitate a project completion call and provide You a completion certificate.
2. Discovery and Requirements Gathering
   a. Conduct a discovery and requirements gathering session (the "Discovery Session") for the creation (or modification) of a customization to Your Cloud applications. ("the Customization").
   b. Review and discuss the requirements for the creation (or modification) of the Customization.
   c. Create a design document based on the mutually agreed upon requirements for the creation of the Customization, identified during the Discovery Session.
3. Customization

Create or modify <u>one</u> of the below:

   a. Create (or modify) one export that will not contain guest check data, following the mutually agreed upon requirements identified in section 2.c above;
   b. Create (or modify) one report that will not have any drilldowns, following the mutually agreed upon requirements identified in section 2.c above;
   c. Create (or modify) one Extension Application that will have up to two functions, and will not integrate to any other systems (either Yours or other vendors' systems), following the mutually agreed upon requirements identified in section 2.c above;
   d. Create (or modify) one Systems Interface Module ("SIM") that will have up to two functions, and will not integrate to any other systems (either Yours or other vendors' systems), following the mutually agreed upon requirements identified in section 2.c above; or
   e. Create (or modify) one Crystal Report, following the mutually agreed upon requirements identified in section 2.c above.
4. Testing and Production Assistance
   a. Install and functionally test the Customization in an Oracle test environment.
   b. Document the installation, configuration, and usage instructions for the Customization.
   c. Provide assistance to Your resources for user acceptance testing of the Customization in Your production environment;

Your Cooperation and Project Assumptions

1. <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. If the Customization is a report or a Crystal Report, provide a Microsoft Excel ® mockup template of the required report.
   b. If the Customization is to an existing SIM, provide a copy of the existing SIM that is in use.
   c. Perform all user acceptance testing of the Customization.

   d. Configure the Customization.
  2. <u>Project Assumptions</u>
   a. A person day is defined as one (1) resource working up to eight (8) hours.
   b. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   c. Unless otherwise specified, off-shore resources will work during their respective local working hours.
   d. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
   e. All written documentation and communication will be in the mutually agreed upon language.
   f. The Customization is not an integration with an external system or third-party.
   g. The Customization is not entitled to standard Oracle product support from Oracle Support.
   h. The Customization may not be compatible with different or future versions or upgrades of Oracle's products.

Upon completion of the Services, Oracle will provide You with a completion certificate. If You fail to provide written notice to Oracle that the Services provided do not conform to the Description of Services as set forth above, within five (5) business days after receipt of the completion certificate, (the "review period"), then the Services shall be deemed completed at the end of the review period.

Oracle Restaurants Enterprise Configuration Managed Cloud Services for Inventory – Per Hour

Part Number: B92355

<u>Description of Services</u>

You have ordered the quantity of hours identified in Your order for the Oracle Restaurants Enterprise Configuration Managed Cloud Services for Inventory ("Services") related to the configuration and testing of Your Oracle Inventory Management ("Inventory") deployment(s).   The Services may include assistance with the following:

  1. <u>Inventory Application Software Configuration</u>
   a. Conduct a remote review session to discuss the details of the requested configuration task(s) related to Your Inventory deployment;
   b. Assist You with the configuration of Inventory Items, Vendor Purchase Items, List Management, Recipe Management, Menu Item Linking, and other standard Inventory configuration tasks;
   c. Assist You with the testing of the completed configuration tasks within Your Inventory test system.
   d. Assist You with the deployment of the configuration changes within Your production environment.

<u>Your Cooperation and Project Assumptions</u>

  1. <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Provide Oracle access to Your Inventory application for the performance of the Services.
   b. Provide Oracle access to Your personnel who are best able to provide information needed to perform the Services.
   c. Perform software upgrades as required by Oracle to support the performance of the Services.
   d. Maintain a test system and validate the Services, as request by Oracle, in such test environment prior to deployment of any changes to Your production environment.
   e. Provide any notices and obtain any consents required for Oracle to perform the Services.
   f. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the Services.
   g. If while performing the Services Oracle requires access to other vendors' products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
  2. <u>Project Assumptions</u>
   a. All communications and documentation will be in a mutually agreed upon language.

b. The Services will be performed remotely and Service Requests will be processed in accordance with Oracle's service hours, which are Monday through Friday 9:00am to 5:00pm local time, excluding public holidays.
c. Delays caused by either You or Your third-party partner's availability during scheduled times may result in additional fees.
d. Any request for modification to the Services, obligations, or assumptions requires entering into a new order.
e. The following are not part of the Services and are considered out of scope:
   i. Training
   ii. Third-party applications, products, or integrations
   iii. Physical hardware installation
   iv. Network configuration or trouble-shooting
   v. Project Management
   vi. On-going support or assistance with errors or issues
   vii. Any other services not expressly identified herein.

Oracle Simphony Property Upgrade Cloud Annual Services – Lite

Part Number: B92950

Description of Services

Oracle will provide You with the following services for Your Oracle Simphony Point of Sale system ("POS") at Your one (1) POS property during the Service Period:

1. Upgrade of Your POS.
   a. Develop a work plan with You for the performance of the services set forth in the applicable order and described herein (the "Services").
   b. Coordinate with You to schedule (the, "Schedule") up to one (1) POS upgrade per three (3) month period during the Service Period, for a total of up to four (4) POS upgrades during the Service Period.
   c. Configure and prepare Your POS for the POS upgrade.
   d. Upgrade Your POS Client Devices at Your one (1) POS property to the POS version within Your Oracle Simphony Cloud environment, as identified in the mutually agreed upon Schedule identified above.
   e. Provide guidance on Your functional testing of the POS upgrade identified above.
   f. Provide up to one (1) hour of remote POS assistance per POS upgrade.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Maintain the properly configured hardware/operating system platform to support the Services.
   b. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
   c. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of the Services.
   d. Provide any notices, and obtain any consents, required for Oracle to perform the Services including, if relevant, those related to the collection, use, processing, transfer and disclosure of personal data.
   e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services.
   f. Make a representative from Your organization available during each upgrade Schedule period.
   g. Conduct the functional testing of the upgraded POS hardware identified in the Description of Services.
   h. Prepare Your POS configuration for the Services prior to the commencement of services, including, without limitation, the following:
      i. User acceptance testing of Your POS customizations, extensions or integrations.
      ii. Operating system updates for Your POS Client Devices.

          iii.   Network and/or firewall updates required to support the functionality of the POS.
2. Project Assumptions
   a. Project communication will be in English.
   b. The Services will be performed remotely by Oracle.
   c. The operating system platform on Your Client Devices will not change as a part of the Services. "POS Client Devices" is defined as the following POS devices; up to a maximum of (8) eight, in any combination:
      i.   POS operations device(s);
      ii.   POS table management system ("TMS") device(s);
      iii.   POS electronic payment host device(s);
      iv.   POS kitchen display system ("KDS") device(s);
      v.   POS check and posting service ("CAPS") device(s);
      vi.   POS application programming interface ("API") device(s).
   d. Anything not expressly listed in Section 1 (Description of Services) is not included in the scope of Services. Items identified as out of scope include, without limitation, the following:
      i.   Any Services for any customizations, interfaces or integrations;
      ii.   Installation and/or configuration of any POS and/or dependent third-party software;
      iii.   Configuration of any new POS features not already enabled within Your POS;
      iv.   Training services;
      v.   Operating system platform changes on Your Client Devices as a part of the Upgrade; and
      vi.   Network and/or firewall configuration changes.

Unused Services

In the event that You do not use the allotted upgrade Services during any three (3) month period during the Service Period, the unused services for such three (3) month period will be automatically forfeited by You with no further action required of either party and You shall not be entitled to any refund, or any credit towards additional or other services, for any unused portion of the Services.

Oracle Simphony Property Upgrade Cloud Annual Services – Standard

Part Number: B92951

Description of Services

Oracle will provide You with the following services for Your Oracle Simphony Point of Sale system ("POS") at Your one (1) POS property, during the Service Period:

1. Upgrade of Your POS.
   a. Develop a work plan with You for the performance of the services set forth in the applicable order and described herein (the "Services").
   b. Coordinate with You to schedule (the, "Schedule") up to one (1) POS upgrade per three (3) month period during the Service Period, for a total of up to four (4) POS upgrades during the Service Period.
   c. Assess and document (the "POS Recommendations Document") Your POS Client Devices' configuration and operability with Your Oracle Simphony Cloud environment.
   d. Configure Your POS following the mutually agreed upon POS Recommendations Document.
   e. Configure and prepare Your POS for the POS upgrade.
   f. Upgrade Your POS Client Devices at Your one (1) POS property, to the POS version within Your Oracle Simphony Cloud environment, as identified in the mutually agreed upon Schedule identified above.
   g. Provide guidance on Your functional testing of the POS upgrade identified above.
   h. Provide up to two (2) hours of remote POS assistance per POS upgrade.
   i. Provide up to one (1) hour of post-production remote POS configuration related to Your POS upgrade.

Your Cooperation and Project Assumptions

1. <u>Your Cooperation</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Maintain the properly configured hardware/operating system platform to support the Services.
   b. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the Services.
   c. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of the Services.
   d. Provide any notices, and obtain any consents, required for Oracle to perform the Services including, if relevant, those related to the collection, use, processing, transfer and disclosure of personal data.
   e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services.
   f. Make a representative from Your organization available during each upgrade Schedule period.
   g. Prior to the commencement of the POS upgrade identified in the Description of Services, upgrade and/or replace any hardware identified in the POS Recommendations Document.
   h. Conduct the functional testing of the upgraded POS hardware identified in the Description of Services.
   i. Prepare Your Simphony enterprise POS configuration for the Services prior to the commencement of Services, including, without limitation, the following:
      i. Configuration review of Your POS customizations, extensions or integrations.
      ii. Operating system updates for Your POS Client Devices.
      iii. Network and/or firewall updates required to support the functionality of the POS.
2. <u>Project Assumptions</u>
   a. Project communication will be in English.
   b. The Services will be performed remotely by Oracle.
   c. "POS Client Devices" is defined as the following POS devices; up to a maximum of (8) eight, in any combination:
      i. POS operations device(s);
      ii. POS table management system ("TMS") device(s);
      iii. POS electronic payment host device(s);
      iv. POS kitchen display system ("KDS") device(s);
      v. POS check and posting service ("CAPS") device(s);
      vi. POS application programming interface ("API") device(s).
   d. Anything not expressly listed in Section 1 (Description of Services) is not included in the scope of Services. Items identified as out of scope include, without limitation, the following:
      i. Any Services for any customizations, interfaces or integrations;
      ii. Installation and/or configuration of any POS and/or dependent third-party software;
      iii. Configuration of any new POS features not already enabled within Your POS;
      iv. Training services;
      v. Network and/or firewall configuration changes.

<u>Unused Services</u>

In the event that You do not use the allotted upgrade Services during any three (3) month period during the Service Period, the unused services for such three (3) month period will be automatically forfeited by You, with no further action required of either party, and You shall not be entitled to any refund, or any credit towards additional or other services, for any unused portion of the Services.

Oracle Restaurants Support Program Manager Cloud Service

Part Number: B97128

Description of Services
Oracle will provide You with the following assistance and guidance for Your Oracle Simphony Cloud Service listed in Your order for a single property ("Services"), during the Services Period, as specified in Your order:
1. Support Program Manager Cloud Services:
   a. Conduct a single discovery call and an analysis of Your needs for Your Oracle products, as it relates to ongoing support.
   b. Prepare and discuss Your account roadmap (the, "Roadmap") to identify key actions and tasks in the upcoming weekly period as it pertains to Oracle Support.
   c. Monitor Your active Oracle Simphony Service Requests ("SRs") and assist with support-related escalations.
   d. Prepare and publish a weekly report of Your active SRs with Oracle support.
   e. Prepare and publish Oracle Simphony support-related materials for monthly and/or quarterly business review(s).

Your Cooperation and Project Assumptions

1. Your Cooperation.

   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. You will be responsible for providing a primary point-of-contact to coordinate the Services with the Oracle resource(s).
   b. Participate in regular business review(s), as appropriate.
   c. Maintain the version of Simphony for Your properties at a minimum of the current version, less 2 major releases.
   d. You will correctly fill out the SR before submitting to Oracle support.
2. Project Assumptions:
   a. The Services will be provided during standard business hours for the home country of the resource(s) assigned.
   b. The resolution assistance for Your SRs, identified in Support Program Manager Cloud Services 1.C. above, will be limited to coordination and escalation, and shall not include technical troubleshooting or direct resolution by the assigned Oracle resource(s).
   c. Your Roadmap will be limited to Oracle Simphony support-related tasks only.
   d. The documentation identified in Support Program Manager Cloud Services 1.b, 1.c, and 1.d above, will be limited to the active Oracle Simphony SRs and the corresponding actions identified.
   e. Out of Scope:
      i. Training services.
      ii. Any services for any development of customizations, extensions, custom reports or interfaces.
      iii. Any configuration-related services.

Unused Services
Any Services not used within the Service 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.

CONTROLLED AVAILABILITY

Oracle Restaurants Point of Sale Implementation Cloud Service – Per Hour
Part Number: B82357, B87921 (Extended Hours), B87922 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your Order for the Oracle Restaurants Point of Sale Consultation ("POS"), Configuration, and Training Service for Cloud services ("Total Hours") related to Your Oracle deployment(s), which Services may include assistance with any of the following:

1. Software Installation, Configuration and Training
    a. Download a remote transfer agent (RTA) for your Oracle Restaurants Cloud POS product.
    b. Send download completion notification to the Oracle Cloud provisioning team.
    c. Review completed site survey form.
    d. Receive cloud provisioning team confirmation of a successful test, which serves as notification of site readiness.
    e. Review your business practices to configure your Oracle POS application in real time during the training session.
    f. Train up to five (5) system administrators in a single two (2) hour session on standard product functionality, portal maintenance and overall portal organizational leading practices.
    g. Train up to fifteen (15) users in a single two (2) hour session on standard product functionality, standard report availability, standard navigation and standard analytic tools.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a. Provide Oracle access to Your site as required for the performance of the Services.
    b. Provide Oracle access to site personnel who are best able to provide information needed to perform software configuration.
    c. Schedule your staff to attend all required Oracle training sessions.
    d. Reproduce copies of training materials solely for your staff.
2. Project Assumptions
    a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
    b. A person day is defined as one (1) resource working up to eight (8) hours.
    c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
    d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
    e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    f. All written documentation and communication will be in the mutually agreed upon language.
    g. The Services will be performed either by onsite delivery resources or remotely.
    h. The Services do not include physical hardware installation, networking or any other services not expressly identified herein.
    i. Custom report development is not included in the Services.
    j. Custom interface development is not included in the Services.
    k. Training is provided for Oracle products only.
    l. If training in provided on site, you are responsible for providing a training room with internet access, access to all required Oracle products, LCD projector, white board or flip chart, and computers for students (if required).
    m. If training is provided remotely, all attendees must have a phone and either have their own personal computers ("PC's") with internet connection or the ability to share the screen of a PC with internet connection.

n. Configuration or training of third-party applications is not included in the Services.

o. Additional training sessions to accommodate larger teams or advanced training sessions will require a change order.

p. Project management is not included in the Services.

q. When relevant to the scope of the Services provided under this order, Oracle will install Your Oracle Restaurants fiscal layer (integration) in accordance with the Oracle Restaurants Fiscal Layer Installation Guide applicable to Your region.

r. Oracle may deliver Services during the following work shifts as specified in your order.

    i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the services are to be performed, excluding Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed 8 hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.

    ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the services are to be performed, excluding Holiday Hours.

    iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.

    iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the services are to be performed.

Oracle Restaurants Project Management Cloud Service – Per Hour

Part Number: B86153

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Project Management Project Management Cloud Services ("Total Hours") related to Your Oracle deployment(s), which Services may include assistance with any of the following:

1. Project Management Services
   a. Facilitate a project kick-off call with Your team to review and confirm project scope.
   b. Confirm the Oracle products and Services purchased.
   c. Confirm preliminary implementation dates, including a go-live date.
   d. Prepare a project implementation schedule for the Oracle resources.
   e. Facilitate reoccurring project status calls to track progress.
   f. Track status of hardware purchased for Your implementation.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. You agree to designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
   b. Schedule Your resources to work with or provide information to Oracle.
   c. Schedule third-party vendors according to the project schedule, if required.
   d. Advise Oracle of any delays or scheduling changes as soon as possible.
2. Project Assumptions
   a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.

b. A person day is defined as one (1) resource working up to eight (8) hours.
c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
f. All written documentation and communication will be in the mutually agreed upon language.
g. The Services may be performed either onsite or remotely.

Oracle Restaurants End User Training Cloud Service – Per Hour

Part Number: B88110, B88682 (Extended Hours), B88683 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Restaurants End-User Training Cloud Service ("Total Hours") related to Your Oracle deployment(s), which Services may include assistance with any of the following:

1. Software Application Training
    a. Provide training on end-user interaction with Oracle products, as currently configured. This may include entering, editing, and tendering checks, timekeeping, reporting, and manager functions.
    b. Provide available training material electronically.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a. Provide Oracle access to Your applications if required for the performance of the Services.
    b. Schedule Your staff to attend all required Oracle training sessions.
    c. Reproduce copies of training materials solely for Your staff.
2. Project Assumptions
    a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
    b. A person day is defined as one (1) resource working up to eight (8) hours.
    c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
    d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
    e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    f. All written documentation and communication will be in the mutually agreed upon language.
    g. The Services above will be performed by Oracle resources either onsite or remotely.
    h. Training is provided for Oracle products only.
    i. For on-site training, You are responsible for providing a training room with internet access, access to all required Oracle products, LCD projector, white board or flip chart, and personal computers ("PC") for students (if required).
    j. For remote training, all attendees must have a phone and either have their own PC with internet connection or the ability to share the screen of a PC with internet connection.
    k. Configuration or training of third-party applications is not included in the Services.
    l. Project management is not included in the Services.

Oracle Restaurants Pre-Implementation Consulting Cloud Service – Per Hour

Part Number: B88111, B88684 (Extended Hours), B88685 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Restaurants Point of Sale Pre-Implementation Consulting Cloud Service ("Total Hours") related to Your Oracle deployment(s), which Services may include assistance with any of the following:

1. Consulting Services
    a. Conduct requirements gathering for implementing Oracle Point of Sale products ("POS").
    b. Provide consultation for application architecture for Your POS.
    c. Provide consultation on practices regarding integration of Your POS.
    d. Conduct a discovery workshop with Your designated project team to assist with determining Your requirements for Your POS, and to provide guidance on any interfaces or integrations for Your POS.
    e. Identify any custom development needs for Your POS, if required.
    f. Provide consultation on feature functionality and feature requirements gap analysis.
    g. Provide consultation and functional testing assistance for third-party interfaces supported by Your POS.
    h. Provide documentation to include diagrams of application data flow, process models, and control flow, if required.
    i. Analyze Your Cloud-deployed POS for maintenance and upgrade paths.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    a. Provide Oracle access to Your POS, including remote access to Your POS and infrastructure, if required for the performance of the Services.
    b. Designate a primary representative who will serve as Oracle's primary point of contact and have authority to make decisions with regard to the Services Oracle will be performing. This representative shall work together with Oracle's project manager to facilitate an efficient delivery of the Services.
    c. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performances of the Services.
2. Project Assumptions
    a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
    b. A person day is defined as one (1) resource working up to eight (8) hours.
    c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
    d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
    e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
    f. All written documentation and communication will be in the mutually agreed upon language.
    g. The Services will be performed by Oracle resources either onsite or remotely.
    h. The Services do not include physical hardware installation, networking or any other services not expressly identified herein.
    i. Custom report development is not included in the Services.
    j. Custom interface development for new interfaces is not included in the Services.
    k. Third-party software configuration is not included in the Services.
    l. Training is not included in the Services.
    m. Project management is not included in the Services.
    n. Oracle may deliver Services during the following work shifts as specified in your order.
        i. "Standard Business Hours" between 8:00 am and 5:00 pm Monday through Friday in the time zone of Your site and/or location where the services are to be performed, excluding

Holiday Hours. Standard Business Hours will be conformant to applicable local labor laws, but will not exceed 8 hours of labor per day commencing after 8:00 am in such applicable time zone and/or location.

ii. "Extended Business Hours" between 5:01 pm Monday and 8:00 am Saturday in the time zone of Your site and/or location where the services are to be performed, excluding Holiday Hours.

iii. "Weekend Hours" beginning on Saturday 8:01 am in the time zone of Your site and/or location where the services are to be performed and ending on Monday at 7:59 am, excluding Holiday Hours.

iv. "Holiday Hours" between 12:00 am and 11:59 pm on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location where the services are to be performed.

Oracle Restaurants Implementation Site Inspection Cloud Service – Per Hour

Part Number: B88112

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Restaurants Implementation Site Inspection Cloud Service ("Total Hours") related to Your Oracle deployment(s), which Services may include assistance with any of the following:

1. Consulting Services
   a. Review with You the alternating current ("AC") power requirements for implementing Oracle Point of Sale ("POS") applications.
   b. Confirm network cables have been installed and terminated near hardware placement for Your POS products.
   c. Test Your network connectivity and validate ports and the Oracle URL is accessible for Your POS products.
   d. Review the readiness of Your pre-determined hardware locations for Your POS hardware placement, such as brackets, mounts, holes for cables and power cords, for Oracle Point of Sale products.
   e. Review Your site to determine if shelving and rack systems to accommodate back office server(s) are in place, if required for Your POS configuration.
   f. Provide to You a findings report, describing Your site's deficiencies, as identified by Oracle based upon the Services herein.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   a. Review and prepare Your environment per Oracle's Site Preparation Guidelines available at the following link:

   https://mosemp.us.oracle.com/epmos/main/downloadattachmentprocessor?attachid=2067935.1%3ASITE_INSPECTION_FORM&docType=HOWTO&action=download

   Site Preparation Guidelines will be emailed to Your designated primary implementation contact.
   b. Provide a device location map showing planned site layout.
   c. Conduct the installation, termination, and certification of network cabling and/or wireless local area network ("LAN") as required for Your POS implementation.
   d. Provide any notices and obtain any consents required for Oracle to perform the Services.
   e. Provide complete and accurate information to Oracle regarding the hardware, including, without limitation, the serial number for the hardware, where applicable.
   f. Prior to the commencement of the Services, inform Oracle of any equipment or environment modifications and/or deficiencies that may affect Oracle's performance of the Services.

g. Confirm that Your power supply is in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies), as required by Oracle.
h. Install cables in a manner which does not pose potential safety hazards, and confirm that all cable connections are located within a reasonable proximity of the hardware to be connected.
i. Upon Oracle's request, schedule Your information technology resource to be onsite to work with the on-site Oracle resource.
j. At Oracle's request, provide to Oracle Your in-house cable labeling guide for the hardware to be installed.
k. All required Oracle approved cables must be provided and placed by You prior to the site inspection.

2. Project Assumptions
a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
b. A person day is defined as one (1) resource working up to eight (8) hours.
c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
f. All written documentation and communication will be in the mutually agreed upon language.
g. The Services include a single site inspection walk through.
h. (*)Hardware staging, hardware placement   or managed roll-out installation are not included in the Services.
i. Network, domain name system ("DNS") or wireless changes are not included in the Services.
j. Troubleshooting of the deficiencies found is not included in the Services.

Oracle Restaurants Reporting and Analytics Cloud Service End User Training – Per Hour

Part Number: B89769

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Restaurants Reporting and Analytics Cloud Service End User Training related to the training and configuration of Your Oracle Restaurants Reporting and Analytics Product(s) (the "Product(s)"). The Services may include assistance with the following:

1. Software Application Training
a. Provide end user training on the Product(s), which may include:
    i. Training related to organization setup;
    ii. Training related to user and role setup (including permissions);
    iii. Training related to master item alignment; or
    iv. Training related to creating, modifying, or publishing reports.
2. Software Configuration
a. Conduct a discovery meeting via telephone to discuss the requirements for the configuration of Your Product(s).
b. Configure the Product(s), which may include:
    i. Enabling organization attributes, defining user roles, and/or side menu configuration (also known as "Portal Warehouse Administration Activities").

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
a. Provide Oracle access to Your applications if required for the performance of the Services.
b. Provide any notices and obtain any consents required for Oracle to perform the Services.

c. Maintain a test environment and validate the Services, as requested by Oracle, in such test environment prior to the deployment of changes to Your production environment.
d. Limit Oracle's access to any production environment or shared development environments to the extent necessary for Oracle to perform the Services.
e. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations.
f. If while performing the Services Oracle requires access to other vendors' products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
g. Schedule Your staff to attend all required Oracle training sessions.
2. Project Assumptions
a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
b. A person day is defined as one (1) resource working up to eight (8) hours.
c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
d. Unless otherwise specified, off-shore resources will work during their respective local working hours.
e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.
f. All written documentation and communication will be in the mutually agreed upon language.
g. Training documentation will be Oracle standard and does not include any customization.
h. The Services will be performed by Oracle resources either onsite or remotely during local business hours, Monday through Friday, excluding holidays and weekends.
i. Training is provided for the Product(s) only.
j. For on-site training, You are responsible for providing a training room with internet access, access to all required Oracle Product(s), LCD projector, white board or flip chart, and computers for students (if required).
k. For remote training, all training attendees must have a phone and either have their own personal computers ("PC(s)") with internet connection or the ability to share the screen of a PC with internet connection.
l. Any request for modification to the Services will be handled through change control process.
m. The following are not part of the Services and are considered out of scope:
    i. Configuration or training of third-party applications;
    ii. Project management;
    iii. Physical hardware installation;
    iv. Network troubleshooting;
    v. Customizations, enhancements, modifications, localizations, or interfaces of the Product(s); or
    vi. Any other services not expressly identified herein.

Oracle Restaurants Inventory Management System Consulting Cloud Service – Per Hour

Part Number: B89810

Description of Services

You have ordered the quantity of hours identified in Your order for the Oracle Inventory Management System Consulting Cloud Service ("Total Hours") related to Your Oracle Inventory Management System deployment(s), which Services may include assistance with any of the following:

1. Software Configuration
a. Review of Your business rules and operational standards.
b. Review application parameters.
c. Create Oracle Inventory Management System users and associated permissions.
d. Review configuration of cost centers and product definitions.

e. Review user processes for transactional modules, e.g. Ordering, Receiving, Inventory Counts and Transfers.

f. Review configurations, configuration reports, stationery forms and screen flow.

Your Cooperation and Project Assumptions

1. Your Cooperation. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

a. Provide Oracle access to Your applications required for the performance of the Services.

b. Complete necessary hardware (example: Oracle Inventory Management Systems) placement and connection to the network according to the specifications outlined in the Oracle hardware sizing guide.

c. Complete the Oracle Inventory Management System Pre-installation Guides and master data sheets for all items, recipes, suppliers, units and item costs prior to commencement of the Services.

d. Perform all data entry.

e. Review, enter and sign off on all tax and financial information within the system to ensure it meets Your own and local requirements.

f. Verify all users have compatible hardware to access Your Inventory Management System.

g. Installation of software to PCs where required.

h. Train staff who have not attended Oracle Inventory Management System application training.

i. Verify a valid backup solution is installed and tested for restoring the database.

2. Project Assumptions

a. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.

b. A person day is defined as one (1) resource working up to eight (8) hours.

c. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.

d. Unless otherwise specified, off-shore resources will work during their respective local working hours.

e. Oracle reserves the right to adjust staffing based on project activities, skills required for a task(s), resource availability or scheduling.

f. All written documentation and communication will be in the mutually agreed upon language.

g. Additional fees may result if You or Your third-party vendors have not completed the required activities defined in the Oracle Pre-installation Guide list of requirements on the day Oracle is to commence the Services.

h. Development of new reports is not included in the Services.

i. Development of a new application interface is not included in the Services.

j. Data migration from an external management system is not included in the Services.

k. Configuration or training of third-party applications is not included in the Services.

l. The Services will be performed by Oracle resources either onsite or remotely and do not include physical hardware installation.

m. Project Management is not included in the Services.

n. Implementation of the Oracle Inventory Management System is not included in the Services.