



Oracle Go-Live Support for Oracle Cloud Services Description

Applicable Part #'s

B87744 - Oracle Go-Live Support for Oracle Cloud

B87709 - Oracle ACS Supplemental Resource for Oracle Cloud - Senior Advanced Support Engineer - Day

B87708 - Oracle ACS Supplemental Resource for Oracle Cloud - Advanced Support Engineer - Day

B87707 - Oracle ACS Supplemental Resource for Oracle Cloud - Technical Account Manager II - Day

B87706 - Oracle ACS Supplemental Resource for Oracle Cloud - Technical Account Manager I - Day

A. Description of Services:

1. Oracle will assess Your launch readiness for the Oracle Products purchased under your Oracle Cloud subscription plan to commence Your production use of such Oracle Products ("Oracle Cloud Go-Live") and provide additional assistance by performing the following Services:
 - a. Conduct a preliminary meeting and orientation to discuss the Services and associated schedule;
 - b. Review the following Oracle Cloud Go-Live plans ("Plans"):
 1. Your launch plan and schedule;
 2. Your communication plans;
 3. Your end user adoption plans;
 4. Your support plans, including Your plan for returning to the previous functionality in the event the Oracle Cloud Go-Live schedule is not met; and
 5. Your plan for ongoing care and administration for the overall Oracle Cloud implementation.
 - c. Review Your quantifiable criteria for what You want to achieve with the Oracle Cloud Products that are being implemented (e.g., cost savings, return on investment objectives, process improvement, etc.);
 - d. Develop a final report of recommendations associated with Your Oracle Cloud Go-Live launch readiness and review those recommendations with You;
 - e. One week before Your Oracle Cloud Go-Live, establish a Oracle Cloud Go-Live assistance plan for three (3) continuous days, including two (2) days prior to Oracle Cloud Go-Live and one (1) day after Oracle Cloud Go-Live to address Service Requests ("SR") and/or incidents associated with Your implementation; and
 - f. Conduct a final meeting to review the final status of Your Oracle Cloud Go-Live.
2. Supplemental Resources. If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Cloud Go-Live Support for Oracle Cloud, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.

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

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

1. **Your Obligations.**

- a. Obtain Cloud Services under separate contract prior to the commencement of Services under this Service Description and maintain such Cloud Services for the duration of Services provided under this Service Description.
- b. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.
- c. Provide ongoing care and administration of the Oracle Cloud environment.
- d. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of the Services.
- e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
- f. Provide, for all Oracle resources performing the Services at Your site, if any, a safe and healthful workspace.
- g. Provide any notices, and obtain any consents, required for Oracle to perform the Services.
- h. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services.
- i. Prior to the commencement of the Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
- j. In the event that there is a change to the Services such that Oracle employees will be required to perform the Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

You acknowledge that if Oracle's cost of providing Oracle Cloud Go-Live increased because of Your failure to meet the obligations listed in this Service Description, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

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

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

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

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

- F. Delivery of Services.** Services shall be provided remotely. Oracle may provide Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-

protocol label switching (“MPLS”) connection, or Oracle Web Conference (“OWC”). If necessary to perform Services, Oracle will provide You with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle’s specifications, to create a network connection to enable Oracle’s performance of Services.

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

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