ORACLE

Oracle Restaurants Consulting Services

Effective Date: 12-Sep-2024

TABLE OF CONTENTS

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 Point of Sale Implementation Consulting and Configuration – Per Hour

Part Number: B80283, B87969 (Extended Hours), B87977 (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. Install or upgrade Your on-premise, single or multi-server Point of Sale ("POS").
   c. Download a remote transfer agent ("RTA") for Your Oracle product, send download completion and validate site readiness with the Oracle Cloud provisioning team.
   d. Provide a customer build workbook ("CBW") to Your primary representative, with guidance on document completion.
   e. Conduct a remote session with Your primary representative to confirm all configuration information is completed in the CBW, by You.
   f. Advise on Your Application(s) architecture and design.
   g. Configure Your Application(s) following the CBW.
   h. Functionally test the configuration performed in Section 1.g.
   i. 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.g 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 Service – Per Hour

Part Number: B86413, B90371 (Extended Hours), B90372 (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. 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 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. 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.   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 Services – Per Hour

Part Number: B80286, B87971 (Extended Hours), B87979 (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.

g. Additional training sessions to accommodate larger teams or advanced training sessions may require a change request form ("CRF") and subsequent Order Document amendment ("ODA").

h. Training of third-party applications is out of scope.

Oracle Restaurants Live Support Service – Per Hour

Part Number: B80284, B87970 (Extended Hours), B87978 (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. 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. 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 System Implementation and Configuration – Per Hour

Part Number: B83470

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. 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. <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 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. <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. 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 Consulting Service – Per Hour

Part Number: B89904

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

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. 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.

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.

ADDITIONAL SERVICES

Oracle Restaurants Consulting Professional Services – Per Hour
Part Number: B83492, B87974 (Extended Hours), B87982 (Weekend/Holiday Hours)

Description of Services
You have ordered the quantity of hours identified in Your order ("Total Hours") of Oracle Restaurants Consulting Professional 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 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 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 a mutually agreed upon Design Document.

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 resources access Your site, 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. 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. Oracle will provide a list of requirements that must be implemented by You to support the performance of Services.
   h. Data migration is not included in the Services.
   i. Configuration, review or training on third-party applications is not included in the Services.
   j. The Services will be performed either by onsite delivery resources or remotely and do not include physical hardware installation.
   k. Project management is not included in the Services.
   l. 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.
   m. The Customization is not entitled to standard Oracle product support from Oracle Support.
   n. The Customization may not be compatible with different or future versions or upgrades of the Oracle products.
   o. Any revisions that that may be identified by You during Your UAT will be addressed through the change control process.
   p. 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 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.
      iv. "Holiday Hours" are any 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 – Per Hour

Part Number: B85443, B87975 (Extended Hours), B87983 (Weekend/Holiday Hours)

Description of Services
You have ordered the quantity of hours identified in Your order ("Total Hours") of Oracle Restaurants Professional Services and Consulting ("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 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 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. Assess and make recommendations on system optimization and architectural structure/deployment.
   j. Create or modify custom reports, interfaces, exports or imports based on the mutually agreed upon Design Document.

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 resources access to Your site, 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. Provide Oracle access to Your Oracle site required for the performance of the Services.
   d. Provide Oracle access to Your test environment required for the performance of the Services.
   e. Perform all data entry.
   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. Perform user acceptance testing ('UAT') of the Customization(s).
   h. 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. 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. Oracle will provide a list of requirements to be implemented by You to support the performance of Services.
   h. Data migration is not included in the Services.
   i. Configuration, review or training on third-party applications is not included in the Services.
   j. The Services will be performed either by onsite delivery resources or remotely and do not include physical hardware installation.
   k. Project management is not included in the Services.
   l. 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.
   m. The Customization is not entitled to standard Oracle product support from Oracle Support.

n. The Customization may not be compatible with different or future versions or upgrades of the Oracle products.
o. Any revisions that that may be identified by You during Your UAT will be addressed through the change control process.
p. 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 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.
   iv. "Holiday Hours" are any 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 Software Recovery Services for Functional Help Desk
Part Number: B88479

Description of Services
You have ordered Oracle Restaurants Software Recovery Services for Functional Help Desk for Your Oracle Restaurants system. The Services period will commence on Your order's signature date, unless otherwise stated in Your order, and will continue for a twelve (12) month period ("Software Recovery Services Period").

During the Software Recovery Services Period, up to twice annually, Oracle will use commercially reasonable efforts to restore Your Oracle Point of Sale ("POS") system on one of Your Oracle back office servers by assisting with any of the following:

1. Reconfigure Your Oracle back office server using Your copy of the Oracle back office server image files;
2. Reload Your Oracle software applications and interfaces; and
3. Reload Your POS database and sales history files.

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 with access to Your facility required for the performance of the Services.
   b. Provide secure storage for, and provide the Oracle resource(s) with, a working copy of Your Oracle back office server image files.
   c. Establish and maintain a secure process for creating, backing up and storing daily copies of the Oracle application(s), database and sales history files.
   d. Verify that Your daily back up routines are being performed properly each day.
   e. Provide physical care and storage of the device used to store the back office server image, Oracle application(s), database and history files (e.g. – an external USB bootable hard drive).
   f. License, install and maintain a current version of Your Oracle POS application(s), operating system and anti-virus software on Your Oracle back office server.
   g. Contract and maintain Oracle Functional Help Desk Annual Services for all Oracle hardware and software supporting Your POS systems.
   h. In addition to fees set forth in Your order, You agree to reimburse Oracle for travel and out-of-pocket expenses related to providing any on-site 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 either by on-site and/or remote delivery resources.
h. Additional fees will be required if (i) You do not have a working copy of Your Oracle back office server image and/or Your Oracle POS database and history files and/or (ii) there are delays caused by You or Your third-party providers.
i. The Services only apply to Oracle applications and databases; third-party products are not included in the Services.
j. Physical hardware installation and networking are not included in the Services.
k. Menu item or program configuration changes are not included in the Services.
l. Third-party software configuration is not included in the Services.
m. Windows operating system password reset is not included in the Services.
n. Virus or malware removal is not included in the Services.
o. Application training is not included in the Services.

Unused Services

Any Services not used within the Software Recovery Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused Services. You may not use the fees for any services other than the Services stated herein.

Oracle Restaurants Point Of Sale Software Recovery Services

Part Number: B94983

Description of Services

You have ordered Oracle Restaurants Point Of Sale Software Recovery Services for Your Oracle Restaurants system. The services period will commence on Your order's signature date, unless otherwise stated in Your order, and will continue for a twelve (12) month period ("Software Recovery Services Period").

During the Software Recovery Services Period, up to twice annually, Oracle will use commercially reasonable efforts to restore Your Oracle Point of Sale ("POS") system on one of Your Oracle back office servers by assisting with any of the following:

1. Reconfigure Your Oracle back office server using Your copy of the Oracle back office server image files;
2. Reload Your Oracle software applications and interfaces; and
3. Reload Your POS database and sales history files.

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 with access to Your facility required for the performance of services.
    b. Provide secure storage for and provide the Oracle resource(s) with a working copy of Your Oracle back office server image files.
    c. Establish and maintain a secure process for creating, backing up and storing daily copies of the Oracle application(s), database and sales history files.
    d. Verify that Your daily back up routines are properly being performed each day.

e. Provide physical care and storage of the device used to store the back office server image, Oracle application(s), database and history files (e.g. – an external USB bootable hard drive).
f. License, install and maintain a current version of Your Oracle POS application(s), operating system and anti-virus software on Your Oracle back office server.
g. In addition to fees set forth in this order, You agree to reimburse Oracle for travel and out-of-pocket expenses related to providing any on-site Services.
h. applicable to any third-party web conferencing application shall have no force or effect whatsoever.

2. Project Assumptions
a. All communications and documentation will be in English.
b. The services above will be performed either by an on-site and/or remote delivery resources.
c. Additional fees will be required if (i) You do not have a working copy of Your Oracle back office server image and/or Your Oracle POS database and history files and (ii) there are delays caused by You or Your third party providers.
d. This Service only applies to Oracle applications and databases; third party products are not included in this Service.
e. Physical hardware installation and networking are not included in this Service.
f. Menu item or program configuration changes are not included in this Service.
g. Third party software configuration is not included in the services.
h. Windows operating system password reset is not included in this Service.
i. Virus or malware removal is not included in this Service.
j. Application training is not included in the services.

Unused Services

Any services not used within the Software Recovery Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused services. You may not use the fees for any services other than the services stated herein.

Oracle Restaurants ECMS Configuration Services – Per Hour
Part Number: B90263

Description of Services
You have ordered the quantity of hours identified in Your order of Oracle Restaurants ECMS Configuration 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 Restaurants 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 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. 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. 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. 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. 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.
h. The Services 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.
i. Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
j. Any request for modification to the Services requires entering into a new order.
k. The following are not part of the Services and are considered out of scope:
    i. Configuration or training for 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 point of sale product(s); or
    vii. Any other services not expressly identified herein.

Oracle RES 3700 Point of Sale Software Update Service

Part Number: B92612

Description of Services
Oracle will perform the following Services related to the installation of one (1) current software patch update to Your Oracle RES 3700 Point of Sale ("POS") system and on up to six (6) client devices:

1. Installation Task Plan
a. Oracle will contact Your designated point of contact to discuss the estimated commencement of the Services hereunder.

2. Installation and Configuration of Your POS System

a. Conduct a review with You, and/or Your designated project team, of the system to be updated with the software patch including Your POS server and POS client devices.
b. Confirm whether Your currently installed POS product version is compatible with the planned software patch update.
c. Assist You with performing a POS database backup.
d. Connect to Your POS system and POS client devices via remote connection as needed to assist with:
   i. Performing a backup of Your POS database;
   ii. Installation of the software patch update;
   iii. Review the completion status of the software patch update installation.
e. Assist You with the completion of up to two (2) test transactions on each POS device.

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. Ensure that the software patch update has been downloaded to Your POS server using Your Oracle Software eDelivery account prior to commencement of the Services.
   c. Ensure Your primary point 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 order;
      ii. Network access and communications between the applicable server, database, and POS clients for Oracle to perform the Services;
   d. Maintain network connectivity between Your environment and any third-party applications and/or websites.

2. <u>Project Assumptions</u>
   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 delivered remotely.
   h. Oracle's standard documentation format will be used for any documentation prepared and/or delivered during the performance of the Services.
   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;
      iii. Change management, policies and procedures, business processes and end-user documentation;
      iv. Post installation support beyond what is set forth in the Description of Services in the order;
      v. Functional or configuration changes beyond the project scope set forth in the Description of Services in the order;
      vi. On site activities or services; or
      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 Restaurants Integration Services Training – Per Hour
Part Number: B92936

Description of Services

You have ordered Oracle Restaurants Integration Services Training for standard Oracle integration methods such as Application Programming Interfaces ("APIs"), extension methods, and export formats (the "Integration Methods") related to one (1) Oracle Restaurants product (the "Application") based on online published documentation for the Integration Methods (the "Services"). Such training assistance is described in more detail below and is limited to the quantity of hours of remote Services identified in Your order:

1. Integration and Testing
   a. Conduct a discovery call with You and/or Your designated project team to confirm which Integration Methods will be included in the Services;
   b. Coordinate with Your designated point of contact on dates/times for delivery of the Services;
   c. Confirm with Your designated point of contact that all obligations pre-requisite to the Services have been completed by You; and
   d. Train You and/or Your designated staff on use of Integration Methods to include:
      i. Review of the Integration Methods standard documentation;
      ii. Walk through of a basic practical example of implementing the Integration Method;
      iii. Walk through of configuring the example implementation in Your Application; and
      iv. Review basic testing and trouble-shooting methods available in Your Application and the Integration Methods.

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. Prior to commencement of Services, become (and remain for the duration of the Services) a member of the Oracle Partner Network (OPN).
   b. Comply with and fulfill Your Cooperation stated in the OPN Agreement.
   c. Provide any notices, and obtain any consents, required for Oracle to perform Services.
   d. Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
   e. Limit Oracle's access to any production environments and/or shared development environments to the extent necessary for Oracle to perform the Services.
   f. Address and resolve functional and/or compatibility issues in Your environments that are not expressly Oracle's responsibility for the Services.
   g. Ensure that each training participant has their own individual development environments to support the use of the Integration Methods.
   h. Ensure that each training participant has the prior training and knowledge necessary to use the Integration Methods.

2. Project Assumptions
   a. Oracle resources may provide Services via phone, a customer-specific web portal (if ordered), and/or electronic communication.
   b. All communication and documentation will be in English.
   c. The Services above will be performed remotely during Oracle local business hours, Monday through Friday, excluding holidays and weekends.

d. You understand and acknowledge that Oracle shall only provide the Services to You for up to the total hours specified in Your order. If You wish to order additional Services, contact Your Oracle consulting sales representative.
e. Any modifications to the Services require a new order.
f. The following are not part of the Services and are considered out of scope:
   i. Training on development or coding technologies, languages, tools, or methodologies;
   ii. Integration methods, APIs, extension methods, or other technologies not published on docs.oracle.com for Oracle Restaurants products;
   iii. Training or assistance with functionality outside of the Integration Methods such as:
      1. Your application or integration development;
      2. Development environments or tools;
      3. Software installation or configuration;
      4. Third-party applications or tools;
   iv. Troubleshooting or support assistance;
   v. Project management services;
   vi. Any other Services not expressly identified herein.

Oracle Restaurants Credit Card On Premise POS Gateway Setup Fee for Merchant Link
Part Number: B80831

Description of Services
You have ordered the following Services related to Your Oracle Restaurants Point of Sale ("POS") deployment:

1. Software Installation
   a. Install Your credit card service processor interface software into Your POS production environment.
   b. Conduct a call with Merchant Link for up to thirty minutes (30) in duration to schedule an appointment to configure Your connectivity requirements and Your merchant id routing information.
   c. Assisted by a Merchant Link representative, Oracle will perform the following:
      i. Enter Your connectivity information for the Merchant Link Gateway.
      ii. Configure the routing information into the Oracle POS software.
   d. Test the connectivity of Your credit card Service interface software as follows:
      i. Perform up to three measurements of heartbeat (i.e. ping) attempts.
      ii. Perform up to three measurements of credit card authorization attempts for each card type.

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. Install Your Oracle POS software prior to the commencement of the Services.
   b. Purchase the required credit card service processor interface software interface prior to the commencement of the Services.
   c. Provide Oracle access to Your site, including access to Your Oracle POS applications, required for the performance of the Services.
   d. Provide dummy (i.e. test) credit card data to test the authorization attempts.
   e. Complete the applicable merchant setup form prior to the commencement of the Services.
   f. Complete required activities defined in the pre-installation list of requirements prior to the commencement of the Services.
   g. Acquire, install and maintain the necessary hardware configured to the specifications outlined in the pre-installation guide.

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 are designed to go-live in the production Services environment at one time. Multiple or staged go-lives are not included in the Services.
h. Development of a new application interface is not included in the Services.
i. Configuration of or training on third-party applications is not included in the Services.
e. The Services above will be performed either by onsite delivery resources or remotely and do not include physical hardware installation or any other services not expressly identified herein.
f. Assistance with network troubleshooting is not included in the Services.

Oracle Restaurants Credit Card On Premise POS Gateway Change of Service for Merchant Link

Part Number: B80832

Description of Services
You have ordered the following Services related to the configuration of Your Oracle Restaurants Point of Sale ("POS") software to connect to Your Merchant Link credit card processor:

1. Software Configuration Installation Services
   a. Conduct a call that is up to one (1) hour in duration, which may be attended by designated members of Your team, to confirm what Your existing credit card service processor is and if it will be changed to a new credit card service processor, and the version of Your Oracle POS software.
   b. Remotely connect to Your POS software to update the Merchant Link identifications.
   c. Test the connectivity of Your POS software and Merchant Link credit card service processor as follows:
      i. Perform a connectivity (i.e. ping) test between Your POS application and the new credit card service processor.
      ii. Perform up to three measurements of credit card authorization attempts.

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. Install Your POS software prior to the commencement of the Services.
   b. Complete the applicable merchant form prior to the commencement of the Services.
   c. Provide dummy (i.e. test) credit card data to test the authorization attempts.
   d. Provide Oracle access to Your site, including access to Your POS applications, required for the performance of the Services.
   e. Acquire, install and maintain the necessary server or applicable hardware configured to the specifications outlined in the hardware sizing guide.
   f. Complete required activities defined in the Oracle pre-installation list of requirements prior to the commencement of the Services.
   g. Oracle shall not seek, and You shall not provide, any access to credit card data unless agreed to by the parties in Your order and only so long as the parties specify which controls are applicable to

Oracle's performance of the Services and what specific measures Oracle shall take to address the controls in such order.

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 are designed to go-live in the production Services environment at one time. Multiple or staged go-lives are not included in the Services.
   h. Development of a new application interface is not included in the Services.
   i. Configuration or training of third-party applications is not included in the Services.
   j. The Services above will be performed remotely and do not include physical hardware installation or any other services not expressly identified herein.
   k. Assistance with network troubleshooting is not included in the Services.

CONTROLLED AVAILABILITY

Oracle Restaurants Point of Sale Implementation Services – Per Hour
Part Number: B80282, B87968 (Extended Hours), B87976 (Weekend/Holiday Hours)

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

1. Software Configuration
   a. Install or upgrade Your on-premise single server POS.
   b. Configure menus, modifiers, page design, employee setup, time and attendance, printing, standard reports, eBusiness modules and standard interfaces to credit cards, gift cards and Property Management Systems.
   c. Functionally test the standard configuration, printing, reporting and interface activities performed above.

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 Services.
   b. Provide Oracle access to site personnel who are best able to provide information needed to perform software configuration.
   c. When working in a cruise ship environment, provide each Oracle team member performing overnight Services with a single passenger cabin onboard Your vessel.

2. Project Assumptions
   a. All communications and documentation will be in a mutually agreed upon language.
   b. The Services above will be performed either by onsite delivery resources or remotely.

c.   The Services do not include physical hardware installation, networking or any other Services not expressly identified herein.
d.   Custom report development is not included in the Services.
e.   Custom interface development is not included in the Services.
f.   Third-party software configuration is not included in the Services
g.   Application training is not included in the Services.
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.   Project management is not included in the Services.
j.   Delays caused by either You or Your third-party vendors not being ready at the scheduled times may result in additional fees.
k.   Oracle may deliver 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 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.
   iv.   "Holiday Hours" are any 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 Project Management – Per Hour
Part Number: B80285

Description of Services
You have ordered the quantity of hours identified in Your order of Oracle Restaurants Project Management Services ("Total Hours") related to Your Oracle implementation(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 project implementation schedule for the Oracle resources.
   e.   Facilitate reoccurring project status calls to track progress.
   f.   Track status of hardware purchased for the Oracle 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 project schedule, if required.
   d.   Advise Oracle of any delays or scheduling changes as soon as possible.
   e.   When working in a cruise ship environment, provide each Oracle team member performing overnight Services with a single passenger cabin onboard Your vessel.

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. Services can be either performed onsite or remotely.

Oracle Restaurants End User Training – Per Hour

Part Number: B80287, B87972 (Extended Hours), B87980 (Weekend/Holiday Hours)

Description of Services
You have ordered the quantity of hours identified in Your order of Oracle Restaurants End User Training Services ("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's products, as currently configured. This can include entering, editing, and tendering checks, timekeeping, reporting, 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 site as 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.
    d. When working in a cruise ship environment, provide each Oracle team member performing overnight Services with a single passenger cabin onboard Your vessel.

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 either by onsite trainers or remotely.
    h. Training is provided for Oracle products only.
    i. 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).

j.   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.

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

l.   Project management is not included in the Services.

m. Oracle may deliver 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 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.

    iv.   "Holiday Hours" are any 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 Pre-Implementation Consulting Services – Per Hour

Part Number: B80828, B87973 (Extended Hours), B87981 (Weekend/Holiday Hours)

Description of Services

You have ordered the quantity of hours identified in Your order of Oracle Restaurants Point of Sale Pre-Implementation Consulting Services ("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 to assist with determining Your requirements for Your POS and to provide guidance on any interfaces or integrations for Your POS.
   e.   Provide consultation on feature functionality and feature requirements gap analysis.
   f.   Provide consultation and functional testing Services for third-party interfaces supported by Your POS.
   g.   Provide documentation to include diagrams of application data flow, process models, and control flow, if required.
   h.   Analyze installed Oracle applications 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 site, including remote access to Your Oracle applications and infrastructure, as required for the performance of the Services.
   b.   Provide Oracle with full access to relevant functional, technical, and business resources with adequate skills and knowledge to support the performances of the Services.
      When working in a cruise ship environment, provide each Oracle team member performing overnight Services with a single passenger cabin onboard Your vessel.

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 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 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" 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.
    iv. "Holiday Hours" are any 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 Implementation Site Inspection – Per Hour
Part Number: B83491

Description of Services
You have ordered the quantity of hours identified in Your order of Oracle Restaurants Implementation Site Inspection ("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 Oracle POS products ("Products").
    c. Test Your network connectivity and validate ports and Oracle URL is accessible for Your Products, including Point of Sale, Reporting and Analytics, Labor Management, Gift and Loyalty and Inventory Management.
    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 Your 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 identified 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 also be emailed to Your 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 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 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.
    l. When working in a cruise ship environment, provide each Oracle team member performing overnight Services with a single passenger cabin onboard Your vessel.

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. The Services include a single site inspection walk through.
    g. Hardware placement or managed roll-out installation are not included in the Services.
    h. Network, domain name system ("DNS") or wireless changes are not included in the Services.
    i. Troubleshooting of the deficiencies found is not included in the Services.

Oracle Restaurants Inventory Management System Consulting – Per Hour
Part Number: B83471

Description of Services
You have ordered the quantity of hours identified in Your order of Oracle Restaurants Inventory Management System Consulting ("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 Your business rules and operational standards.
    b. Review application parameters.

c. Create Oracle Restaurants Inventory Management System users and associated permissions Review configuration of cost centers and product definitions.
d. Review user processes for transactional modules, e.g. Ordering, Receiving, Inventory Counts and Transfers.
e. 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 Site required for the performance of the Services.
   b. Provide Oracle access to Your test and production environment required for the performance of the Services.
   c. Complete necessary hardware (example: Oracle Restaurants Inventory Management Systems) placement and connection to the network according to the specifications outlined in the Oracle hardware sizing guide.
   d. Complete the Oracle Restaurants 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.
   e. Perform all data entry.
   f. Review, enter and sign off on all tax and financial information within the system to ensure this meets Your own and local requirements.
   g. Verify all users have compatible hardware to access Your Inventory Management System.
   h. Installation of software to client PCs where required.
   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 inventory 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 either by onsite delivery resources or remotely and does 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.

ORACLE CROWDTWIST ON PREMISE CONSULTING SERVICES

Oracle Loyalty Consulting - Business Case Development and Strategy Program (On-Prem)

Part Number: B110400

Description of Services

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

- Review Your current business and marketing strategies to evaluate Your state of readiness for launching a loyalty program.
- Conduct custom competitive research and industry analysis of Your competitors' loyalty programs.
- Consult with You on loyalty trends and best practices for Your loyalty program design.
- Define Your objectives and key performance indicators (KPIs) tailored to Your loyalty program goals.
- Provide recommendations for innovative loyalty program features, rewards, and partnerships to enhance member engagement and commitment.

Your Cooperation and Project Assumptions

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

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

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

  i. Anything not expressly identified in the Description of Services above is not included in the scope of, or fees for, the Services under the applicable order.

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

Unused Services

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

Oracle Loyalty Consulting - Program Redesign and Innovation Roadmap (On-Prem)

Part Number: B110401

Description of Services

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

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

Your Cooperation and Project Assumptions

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

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

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

Unused Services

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