

**ORACLE HOSPITALITY CRUISE HELP DESK AND MONITORING EXHIBIT**

This exhibit incorporates by reference the terms of the order for Oracle Hospitality Cruise Help Desk and Monitoring support.

**A. Definitions.**

“*End Users*” means those of Your employees, agents, and contractors who are properly licensed or properly authorized to use the Oracle programs and Oracle hardware systems identified in the PE.

“*Key Contacts*” means Your technical contacts for Oracle Premier Support, Your incident management team, and Your management escalation team.

“*Product Environment*” or “*PE*” means the number of Oracle program licenses specified in Your order for which You maintain annual technical support services during the Term.

“*Services*” means Oracle Cruise Help Desk and Monitoring services for the PE.

“*Service Request*” or “*SR*” means a request for service, logged by Your End Users and/or Key Contacts, for Oracle Cruise Help Desk and Monitoring services.

“*Term*” means the period that commences on the effective date of Your order and ends on the date that is twelve (12) months thereafter.

**B. Description of Services.** During the Term, Oracle will provide the following Services:

1. Support Delivery Management. Oracle shall provide the following remotely:
  - a. Conduct a services orientation for Your Key Contacts;
  - b. Provide to You a “Joint Contacts and Escalation Guide” template; and
  - c. For Oracle programs in the PE, facilitate communications between Oracle Global Customer Support and Your Key Contacts, provided, however, that for any SRs related to PE changes, enhancements, modifications, localizations, and integrations (“CEMLIs”), Your Key Contacts will be referred to Oracle Consulting for assistance with discussing the terms and fees for addressing issues related to PE CEMLI.
2. Oracle Cruise Help Desk and Monitoring Support. Oracle will be available to perform the following activities, remotely, twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.
  - a. For Oracle programs SRs only:
    - i. Receive and acknowledge Oracle program SR(s) that have been logged by Your End Users in My Oracle Support (“MOS”), or by calling Oracle’s designated help desk number for customers who have purchased technical support services;
    - ii. Assist in gathering additional relevant information pertaining to the SR(s);

- iii. Assist in collecting system data only as necessary to address SR resolution. System data may include trace files, log files, and diagnostic information; however, system data shall not include any sensitive data, including but not limited to, personally identifiable information, payment card information, and personal health information;
  - iv. Diagnose underlying issues and propose an SR resolution or work around where practical;
  - v. As specified in Section D (Service Request Severity Levels) below, adjust the severity level of SR(s), if required;
  - vi. As specified in Section D (Service Request Severity Levels) below, escalate SR(s) according to severity level definitions;
  - vii. Coordinate with Your Key Contacts to address Severity 1 SR(s);
  - viii. Monitor SR(s) and provide status updates throughout the SR lifecycle;
  - ix. Provide assistance regarding the use and navigation of the features and functionality of the Oracle programs, as configured in the PE; and
  - x. You and Oracle agree that an SR will remain open until one of the following occurs:
    - 1. The SR has been resolved;
    - 2. You and Oracle agree to close the SR; or
    - 3. The SR is determined by Oracle to be outside the scope of the Services, at which point the SR will be transferred back to one of Your Key Contacts.
3. Fleet Management System (“FMS”) Data Transfer Monitoring. Oracle will provide the following remotely:
- a. Monitor Your FMS data transfer instances for alerts indicating outages or data import or transfer errors; and
  - b. Resolution of alerts that cause an unplanned interruption or immediate material reduction in the quality of performance in accordance with the scope of this exhibit.
4. FMS Database Job Status Monitoring. Oracle will provide the following remotely:
- a. Monitor Your FMS database job status for alerts indicating job outages or failure; and
  - b. Resolution of alerts that cause an unplanned interruption or immediate material reduction in the quality of performance (e.g., job restart) in accordance with the scope of this exhibit.
5. Oracle DB monitoring. Oracle will provide assistance with the following remotely:
- a. Monitor database capacity against low thresholds;
  - b. Monitoring operating system drive space usage against low thresholds;
  - c. Monitor Recovery Manager (“RMAN”) backup jobs to identify failed or incomplete backups;
  - d. Monitor archive log space against low thresholds;
  - e. Monitor database performance for unplanned interruption or an immediate material reduction in quality of performance. Oracle will use commercially reasonable efforts to recover database loss via an export file or RMAN backup supplied by You, if applicable; and
  - f. Resolution of alerts that cause an unplanned interruption or immediate material reduction in the quality of database performance in accordance with the scope of this exhibit.

6. Decommission. Upon Your written request made at least forty five (45) days prior to the end of the Term, Oracle will perform the following decommission activities in the following phased approach:
  - a. Phase 1 – Approximately thirty (30) days prior to the end of the Term.  
Oracle will provide to You the following information and documentation pertaining to the Services (“Transition Documentation”):
    - i. List of active SRs; and
    - ii. List of SRs closed in previous 90 days.
  - b. Phase 2 - Approximately fourteen (14) days prior to the end of the Term.  
Oracle will provide Oracle Cruise Help Desk and Monitoring support to address only Severity Level 1 and Severity Level 2 SRs, and will not address any Severity Level 3 and Severity Level 4 SRs.
  - c. Phase 3 – Approximately seven (7) days prior to the end of the Term.  
Oracle will transition all open Severity Level 3 and Severity Level 4 SRs to one of Your Key Contacts designated in the Joint Contacts and Escalation Guide.
  - d. Phase 4 – At the end of the Term.  
Oracle will:
    - i. Transition all open Severity Level 1 and Severity Level 2 SRs to one of Your Key Contacts designated in the Joint Contacts and Escalation Guide;
    - ii. Cease performing the Services; and
    - iii. Terminate Your access to the Services.

If You do not make a timely request for decommission activities at the end of the Term, Oracle will (i) provide You with Transition Documentation and (ii) transition all open SRs to one of Your Key Contacts designated in the Joint Contacts and Escalation Guide.

7. Out of Scope. The Services do not include any service that is not expressly identified in this exhibit, including but not limited to:
  - a. Defining, creating, designing or implementing business practices or processes;
  - b. Products training;
  - c. Disaster recovery services;
  - d. System architecture design or validation; or
  - e. Assistance, address or resolution of PE CEMLIIs.

### **C. Service Request Severity Levels.**

Service Request Severity Level Assignment. Working together, the parties shall assign each SR one of the severity definitions identified in the applicable Oracle Technical Support Policies, which are available at <http://www.oracle.com/us/support/policies/index.html>. The Severity Level of an Oracle program SR may be upgraded or downgraded, using the severity definitions, by the parties as set forth in the following two paragraphs. For purposes of clarity, SR(s) for Oracle programs CEMLIIs will be handled in accordance with Section B.1.c.

Downgrading Severity Levels. If, during the SR process, the incident no longer warrants the Severity Level currently assigned to it, then the Severity Level may be downgraded to a lower Severity Level that most accurately reflects the current impact of the incident.

Upgrading Severity Levels. If, during the SR process, the incident warrants the assignment of a higher Severity Level, then the Severity Level may be upgraded to a higher Severity Level that most accurately reflects the then current impact of the incident. When requesting the designation of a higher Severity Level, You must provide Oracle with sufficient information that demonstrates the increased adverse impact of the SR on Your use of the Oracle programs in the PE.

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

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

1. Your Obligations.

1.1. General.

- a. Maintain the properly configured software and hardware/operating system platform to support the Services;
- b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of the Services;
- c. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services ;
- d. Restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this exhibit.
- e. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of the Services;
- f. Document Your Key Contacts and provide to Oracle all information collectively documented in the “Joint Contacts and Escalation Guide”;
- g. Maintain the Joint Contacts and Escalation Guide;
- h. Provide, for all Oracle resources performing the Services at Your site, if any, a safe and healthful workspace;
- i. Provide any notices, and obtain any consents, required for Oracle to perform the Services;
- j. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform the Services.
- k. Return all Oracle property (e.g., hardware, VPNs, etc.) used for the delivery of the Services upon Oracle’s request and in no event later than fourteen (14) days after the cessation of the Services;
- l. Provide and/or support all third-party software in connection with the provision of the Services defined in Your order,
- m. Provide complete and accurate information to Oracle regarding software application configuration and/or hardware system(s) for, or on which the Services are to be performed, including, without limitation, the serial number for the hardware system(s);

- n. Perform backup or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services;
- o. Prior to the commencement of the Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services;
- p. Work with Oracle to facilitate an efficient delivery of the Services;
- q. In the event that there is a change to the Services such that Oracle employees will be required to perform the Services at Your work site, then as required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

1.2. Functional and Technical Support.

- a. Implement all recommendations, provided by Oracle to You, to modify the PE to facilitate Oracle's performance of the Services. Oracle reserves the right to suspend or cease the performance of the Services if You fail to implement recommendations as and when required by Oracle.
- b. Log all SRs in MOS or by calling Oracle's designated support number for cruise customers who have purchased technical support services.
- c. Work with Oracle to assign a Severity Level, per the severity definitions identified in the Technical Support Policies referenced in Section D. above, and criteria identified in Section D. above, to each SR;
- d. While an SR is at Severity Level 1, have a Key Contact available twenty-four (24) hours per day, seven (7) days per week, to provide information requested by Oracle, answer questions and participate in diagnostics;
- e. Provide accurate business impact details for Severity Level 1 and Severity Level 2 SRs;
- f. Be responsible for SRs that are not within the scope of the Services (e.g., SRs related to Third Party Products, SRs related to CEMLI);
- g. Provide overall SR management coordination for all products in the PE;
- h. Assist Oracle with SR analysis, data collection, and resolution;
- i. Validate any system data correction and/or modifications to the PE;
- j. Initiate escalation procedures documented in the Joint Contacts and Escalation Guide for Severity Level 1 and Severity Level 2 SRs;
- k. At Oracle's request, promptly identify to Oracle, and ensure the availability of, Your appropriate technical resources for assistance with resolution of SRs;
- l. Perform all functional regression, unit and user acceptance testing for SR resolutions and work arounds provided by Oracle;
- m. Manage the setup and management of Your End Users;
- n. Provide information on PE functional setups and configurations;
- o. Test any change, modification, update or upgrade made to the PE;
- p. Adhere to Oracle's recommended practices, for instance, strategy and code promotion, as part of Your overall release management process;
- q. Prior to the commencement of the Services, provide to Oracle Your functional setups and configuration documents, business process flow documents, user acceptance test case documents, functional specifications, technical specifications, technical architecture documents, CEMLI documents, service

operations training guides and other appropriate documentation for all products in the PE;

- r. Prior to the commencement of the Services, provide all documentation and training to Oracle with respect to Your internal processes and tools relevant to the performance of the Services;
- s. Prior to the commencement of the Services, ensure all End Users are properly trained on how to use all products and the PE;
- t. Prior to the commencement of the Services, provide the Oracle Cruise Help Desk Contacts, the number of Oracle program licenses, which shall be no greater than the numbers for each that are specified in the order under which You acquired Oracle Cruise Help Desk and Monitoring Services; and
- u. Assume primary responsibility to track open SRs during decommission, if decommission services are initiated.

### 1.3. Changes to the PE.

Changes to the PE will be provided to Oracle via a change request document and be mutually agreed to at least forty-eight (48) hours in advance of the planned change.

## 2. Project Assumptions.

- a. Throughout the Term, each third party product in the PE must be the current supported release version of such third party product then available from the third party;
- b. SRs shall only be submitted via MOS or by calling the designated Oracle Cruise Help Desk and Monitoring number;
- c. Only Key Contacts may communicate with the Oracle Cruise Help Desk and Monitoring contacts regarding the Support Delivery Management services set forth in Section B.1. above;
- d. Each SR must relate to a single issue only. While additional issues may arise out of an issue for which an SR was previously submitted, such subsequent issues shall be considered new issues for purposes of this exhibit and a separate SR must be created for each such new issue; and
- e. Notwithstanding any provision or interpretation of this exhibit to the contrary, the Services under this exhibit do not include, and Oracle shall not be responsible for, the quality and/or time for response, restoration or resolution of service requests opened with any third party.

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

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

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

- F. Effect of Termination.** Notwithstanding any provision or interpretation of this exhibit to the contrary, upon the expiration of the Term or the termination of this exhibit ("End Date"), Oracle's

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

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

**H. Delivery of Services.** Services shall be provided remotely. Oracle may provide the Services by telephone, and/or via electronic communication. You agree that Oracle may access Your systems throughout the performance of the Services using a Customer supplied standard virtual private network ("VPN") or Oracle Web Conference ("OWC").

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

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