# Oracle Infinity Professional Services Descriptions

Effective Date: 27-JUL-2022

## 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.

# MISCELLANEOUS SERVICES

## Oracle Infinity Consulting Hours Package (NA Only)
Part #:  B90823

1. <u>Description of Services</u>.  During the Professional Services Period (defined below), Oracle will provide up to ten (10) hours of technical services assistance for Your Oracle Infinity ("Infinity") platform.  Such assistance may include any of the following tasks ("In-Scope Tasks"):

   A.  Assist You to review Your Infinity data collection activities;
   B.  Assist You to create a document that contains Your web reporting business requirements as determined by You ("Business Requirements Document");
   C.  Assist You to create a document that contains Your web reporting technical requirements as determined by You ("Technical Requirements Document");
   D.  Assist You to configure Infinity;
   E.  Assist You to analyze Infinity data and provide recommendations; and
   F.  Prepare for and conduct a session to discuss the In-Scope Tasks.

2. <u>Unused Services</u>. The Services must be used within twelve (12) months of the signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and exhibit, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A.  <u>Your Cooperation</u>.
      1.  Deploy Your Oracle Infinity JavaScript tag to Your designated website.
      2.  Complete tasks within the timeframe and manner as agreed to by the parties.
      3.  Create and manage any required translation files.
      4.  Provide Oracle with any required Infinity log on IDs.
      5.  Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
   B.  <u>Project Assumptions</u>.
      1.  The Services will be performed by Oracle remotely or onsite at Your facility.
      2.  The Services will be performed in English, unless another language is mutually agreed to.
      3.  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.
      4.  You understand and acknowledge that Oracle shall provide the Services to You only for up to the hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
      5.  Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.

6. Any document or output provided by Oracle will be based on Oracle templates.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this exhibit.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## WEB SERVICES

### Infinity Web Smart Start Implementation Service, Basic
Part #B88875 Infinity Analytics Web Smart Start Implementation Service, Basic (NA Only)

1. Description of Services. During the Professional Services Period (as defined below), Oracle will make available to You up to forty-five point five (45.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Web Basic SmartStart implementation:
   A. Make available to You up to thirty-one point five (31.5) of the Total Hours for the following activities:
      1. Provide You with an Oracle Infinity Web Sites Self-Service JavaScript Creation Tool document;
      2. Provide You with an Oracle Infinity Web Site Self-Service Configurations document;
      3. Create up to one (1) standard Infinity collection;
      4. Enable the standard Oracle Infinity web site reports for up to one (1) collection for up to one (1) web site ("In Scope Website");
      5. Provide the following assistance to You to create up to two (2) translation files with up to ten (10) fields each:
         a. Provide You with Infinity translation file formatting templates for You to create Your translation files, and
         b. Assist You to validate Your translation files during user acceptance testing ("UAT");
      6. Assist You to create Your test case scenarios;
      7. Assist You to perform Your UAT; and
      8. Conduct up to one (1) remote meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality.
   B. Make available to You with up to ten (10) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Website:
      1. Assist You to review Your Infinity data collection activities;
      2. Assist You to create a document that contains Your web reporting business requirements as determined by You ("Business Requirements Document");
      3. Assist You to create a document that contains Your web reporting technical requirements as determined by You ("Technical Requirements Document");
      4. Assist You to configure Infinity;
      5. Assist You to analyze Infinity data and provide recommendations; and

6. Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").

C. Project Management.  Make available to You up to four (4) of the Total Hours to perform project management tasks.  Such tasks may include:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
2. Plan and schedule Oracle resources; and
3. Document and track project issues, and conduct project status calls with Your primary contact.

2. Unused Services.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3. Your Cooperation and Project Assumptions Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Deploy Your Oracle Infinity JavaScript tag to Your In-Scope Website as outlined in the Project Plan.
3. Complete tasks within the timeframe and manner as stated in the Project Plan.
4. Create and manage any required translation files.
5. Provide Oracle with any required Infinity log on IDs.
6. Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
B. Project Assumptions.
1. The Services will be performed by Oracle remotely.
2. The Services will be performed in English, unless another language is mutually agreed to.
3. 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.
4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.

6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

### Infinity Web Smart Start Implementaion Service, Intermediate
Part #B88876 Infinity Analytics Web Smart Start Implementation Service, Intermediate (NA Only)

1. <u>Description of Services</u>.  During the Professional Services Period (as defined below), Oracle will make available to You up to one hundred thirty-seven point five (137.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Web Intermediate SmartStart implementation:
   A. Make available to You up to eighty-four point five (84.5) of the Total Hours for the following activities:
      1. Conduct up to two (2) remote meetings, which are each up to one (1) hour in duration and may be attended by up to five (5) of Your participants to document Your web reporting business requirements as determined by You ("Business Requirements Document");
      2. Assist You to create a document that contains Your web reporting technical requirements as determined by You ("Technical Requirements Document");
      3. Configure up to one (1) web site standard JavaScript Infinity tag ("In-Scope Tag") consisting of up to four (4) standard Oracle Java script plugins;
      4. Assist You when You deploy Your In-Scope Tag for up to two (2) of Your web sites ("In-Scope Websites");
      5. Create up to one (1) standard Infinity collection ("In-Scope Collections") for each of Your In-Scope Websites;
      6. Enable the standard Infinity reports for the In-Scope Collections;
      7. Using standard Infinity functionality, create up to ten (10) Infinity reports;
      8. Create up to five (5) Infinity user accounts and up to three (3) standard Infinity user roles as required by Your web reporting Business Requirements Document;
      9. Assist You to create Your test case scenarios;
      10. Assist You to perform Your user acceptance testing ("UAT");
      11. Provide the following assistance to You to create up to four (4) translation files with up to twenty (20) fields each:
         a. Provide You with Infinity translation file formatting templates for You to create Your translation files, and
         b. Assist You to validate Your translation files during UAT;
      12. Conduct up to one (1) remote meeting, which is up to two (2) hours in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality; and
      13. Conduct up to one (1) remote meeting, which is up to two (2) hours in duration and may be attended by up to ten (10) of Your participants to educate Your participants on:

        a.    Using Infinity tags,

        b.    Configuring standard Infinity reports,

        c.    System administration, and

        d.    Other related project components.

B.    Make available to You up to forty (40) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Websites:

    1.    Strategize with You regarding Your Infinity data collection efforts;

    2.    Assist You to create a document that contains Your web reporting business requirements as determined by You ("Business Requirements Document");

    3.    Assist You to create a document that contains Your web reporting technical requirements as determined by You ("Technical Requirements Document");

    4.    Assist You to configure Infinity;

    5.    Assist You to analyze Infinity data and provide recommendations; or

    6.    Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").

C.    <u>Project Management</u>.  Make available to You up to thirteen (13) of the Total Hours to perform project management tasks.  Such tasks may include:

    1.    Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");

    2.    Plan and schedule Oracle resources; and

    3.    Document and track project issues, and conduct project status calls with Your primary contact.

2.    <u>Unused Services</u>.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

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

A.    <u>Your Cooperation</u>.

    1.    Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

    2.    Deploy Your Oracle Infinity JavaScript tag to Your In-Scope Websites.

    3.    Complete tasks within the timeframe and manner as stated in the Project Plan.

    4.    Create and manage any required translation files.

    5.    Provide Oracle with any required Infinity log on IDs.

    6.    Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.

B.    <u>Project Assumptions</u>.

    1.    The Services will be performed by Oracle remotely.

2. The Services will be performed in English, unless another language is mutually agreed to.
3. 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.
4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Oracle will only support click tracking on browsers that support interruption or delay of page load processes for data collection.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## MOBILE WEB SERVICES

### Infinity Mobile Web Smart Start Implementation Service, Basic
Part #B91182 (EMEA, JAPAC, LAD)

1. <u>Description of Services</u>.  During the Professional Services Period (as defined below), Oracle will make available to You up to forty-five point five (45.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Mobile Website Basic SmartStart implementation:
   A. Make available to You up to thirty-one point five (31.5) of the Total Hours for the following activities:
      1. Provide You with an Oracle Infinity Mobile Websites Self-Service JavaScript Creation Tool document;
      2. Provide You with an Oracle Infinity Mobile Websites Self-Service Configurations document;
      3. Create up to one (1) standard Infinity collection ("In-Scope Collection");
      4. Enable the standard Oracle Infinity mobile web site reports for Your In-Scope Collection for up to one (1) mobile web site ("In-Scope Mobile Website");
      5. Assist You to create Your test case scenarios;
      6. Provide the following assistance to You to create up to two (2) translation files with up to ten (10) fields each:
         a. Provide You with Infinity translation file formatting templates for You to create Your translation files, and
         b. Assist You to validate Your translation files during UAT;

7. Assist You to perform Your user acceptance testing ("UAT"); and
8. Conduct up to one (1) remote meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality.
B. Make available to You up to ten (10) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Mobile Website:
1. Assist You to review Your Infinity data collection activities;
2. Assist You to create a document that contains Your mobile website reporting business requirements as determined by You ("Business Requirements Document");
3. Assist You to create a document that contains Your mobile website reporting technical requirements as determined by You ("Technical Requirements Document");
4. Assist You to configure Infinity;
5. Assist You to analyze Infinity data and provide recommendations; or
6. Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
C. Project Management.  Make available to You up to four (4) of the Total Hours to perform project management tasks.  Such tasks may include:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
2. Plan and schedule Oracle resources; and
3. Document and track project issues, and conduct project status calls with Your primary contact.

2. Unused Services.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3. Your Cooperation and Project Assumptions.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. Deploy the Oracle Infinity JavaScript tag to Your In-Scope Mobile Website.
3. Complete tasks within the timeframe and manner as stated in the Project Plan.
4. Create and manage any required translation files.
5. Provide Oracle with any required Infinity log on IDs.
6. Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
B. Project Assumptions.
1. The Services will be performed by Oracle remotely.

2. The Services will be performed in English, unless another language is mutually agreed to.
3. 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.
4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Oracle Infinity will only support click tracking on browsers that support interruption or delay of page load processes for data collection.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## MOBILE APP SERVICES

### Infinity Mobile App Smart Start Implementation Service, Basic

Part #B88877 Infinity Analytics Mobile App Smart Start Implementation Service, Basic (NA Only)

1. Description of Services. During the Professional Services Period (as defined below), Oracle will make available to You up to forty-five point five (45.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Mobile Application SmartStart implementation:
   A. Make available to You up to thirty one point five (31.5) of the Total Hours for the following activities:
      1. Provide You with an Oracle Infinity Mobile App Self-Service software development kit ("SDK") for Native Apps;
      2. Provide You with an Oracle Infinity Mobile App Self-Service Configurations document;
      3. Create up to one (1) standard Infinity collection ("In-Scope Collection");
      4. Enable the Standard Oracle Infinity mobile apps reports for Your In-Scope Collection for up to one (1) mobile app ("In-Scope Mobile App");
      5. Assist You to create Your test case scenarios;
      6. Provide the following assistance to You to create up to two (2) translation files with up to ten (10) fields each:
         a. Provide You with Infinity translation file formatting templates for You to create Your translation files, and
         b. Assist You to validate Your translation files during user acceptance testing ("UAT");

7.  Assist You to perform Your UAT; and
8.  Conduct up to one (1) remote meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality.

B.  Make available to You up to ten (10) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Mobile App:
1.  Assist You to review Your Infinity data collection activities;
2.  Assist You to create a document that contains Your mobile app reporting business requirements as determined by You ("Business Requirements Document");
3.  Assist You to create a document that contains Your mobile app reporting technical requirements as determined by You ("Technical Requirements Document");
4.  Assist You to configure Infinity;
5.  Assist You to analyze Infinity data and provide recommendations; or
6.  Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").

C.  <u>Project Management</u>.  Make available to You up to four (4) of the Total Hours to perform project management tasks.  Such tasks may include:
1.  Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
2.  Plan and schedule Oracle resources; and
3.  Document and track project issues, and conduct project status calls with Your primary contact.

2.  <u>Unused Services</u>.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3.  <u>Your Cooperation and Project Assumptions</u>.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A.  <u>Your Cooperation</u>.
1.  Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2.  Integrate the Oracle Infinity mobile app SDK into Your In-Scope App's source code.
3.  Complete tasks within the timeframe and manner as stated in the Project Plan.
4.  Create and manage any required translation files.
5.  Provide Oracle with any required Infinity log on IDs.
6.  Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
B.  <u>Project Assumptions</u>.
1.  The Services will be performed by Oracle remotely.

2. The Services will be performed in English, unless another language is mutually agreed to.
3. 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.
4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

### Infinity Mobile App Smart Start Implementation Service, Intermediate

Part #B88878 Infinity Analytics Mobile App Smart Start Implementation Service, Intermediate (NA Only)

1. <u>Description of Services</u>.  During the Professional Services Period (as defined below), Oracle will make available to You up to one hundred thirty-seven point five (137.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Mobile Application Intermediate SmartStart implementation
   A. Make available to You up to eighty-four point five (84.5) of the Total Hours for the following activities:
      1. Conduct up to two (2) remote meetings, which are each up to one (1) hour in duration and may be attended by up to five (5) of Your participants to document Your mobile app and mobile website reporting business requirements as determined by You ("Business Requirements Document");
      2. Assist You to create a document that contains Your mobile app and mobile website reporting technical requirements as determined by You ("Technical Requirements Document");
      3. Assist You when You deploy Your Mobile Apps software development kit ("SDK") and JavaScript Tag for Native and/or Hybrid Apps for up to two (2) mobile apps ("In-Scope Mobile Apps");
      4. Create up to one (1) standard Infinity collection each ("In-Scope Collections") for Your In-Scope Mobile Apps;
      5. Enable the standard Infinity reports for the In-Scope Collections;
      6. Using standard Infinity features, create up to ten (10) reports;

7. Create up to five (5) Infinity user accounts and up to three (3) standard Infinity user roles as required by Your Business Requirements Document;
8. Assist You to create Your test case scenarios;
9. Provide the following assistance to You to create up to four (4) translation files with up to twenty (20) fields each:
    a. Provide You with Infinity translation file formatting templates for You to create Your translation files, and
    b. Assist You to validate Your translation files during user acceptance testing ("UAT");
10. Assist You to perform Your UAT;
11. Conduct up to one (1) remote meeting, which is up to two (2) hours in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality; and
12. Conduct up to one (1) remote meeting, which is up to two (2) hours in duration and may be attended by up to ten (10) of Your participants to educate Your participants on:
    a. Using Infinity tags,
    b. Configuring standard Infinity reports,
    c. System administration, and
    d. Other related project components.
B. Make available to You up to thirty (30) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Apps:
    1. Assist you to review Your Infinity data collection activities;
    2. Assist You to create a document that contains Your mobile app reporting business requirements as determined by You ("Business Requirements Document");
    3. Assist You to create a document that contains Your mobile app reporting technical requirements as determined by You ("Technical Requirements Document");
    4. Assist You to configure Infinity;
    5. Assist You to analyze Infinity data and provide recommendations; or
    6. Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
C. Project Management.  Make available to You up to thirteen (13) of the Total Hours to perform project management tasks.  Such tasks may include:
    1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
    2. Plan and schedule Oracle resources; and
    3. Document and track project issues, and conduct project status calls with Your primary contact.

2. Unused Services.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

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

A.   <u>Your Cooperation</u>.
1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2. If any of Your In-Scope Mobile Apps are a hybrid app, deploy Your Oracle Infinity JavaScript tag to the web view pages of Your hybrid In-Scope Mobile Apps.
3. Integrate the Oracle Infinity mobile app Software Development Kit (SDK) into Your app's source code.
4. Complete tasks within the timeframe and manner as stated in the Project Plan.
5. Create and manage any required translation files.
6. Provide Oracle with any required Infinity log on IDs.
7. Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.

B.   <u>Project Assumptions</u>.
1. The Services will be performed by Oracle remotely.
2. The Services will be performed in English, unless another language is mutually agreed to.
3. 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.
4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## STREAM SERVICES

### Oracle Infinity Streams Elementary SmartStart Implementation Services (EMEA/JPAC/LAD)
Part #B92589 (EMEA/JPAC/LAD)

1. <u>Description of Services</u>.  During the Professional Services Period (as defined below), Oracle will make available to You up to forty eight (48) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Streams Cloud Service ("Infinity Streams") Elementary implementation:

A.  Make available to You up to thirty-six (36) of the Total Hours for the following activities:
1.  Host an introductory web conference call with You to review Your request for Services for up to one (1) Use Case (a representation of what services, actions and functions You will use to achieve Your Infinity Streams business objectives) on one (1) Web Domain or Application;
2.  Provide You with an Oracle Infinity Streams tag deployment document to assist you to deploy and test the Infinity tag;
3.  Assist You to create your test case scenarios for the use case in scope;
4.  Create a document that contains Your Infinity Streams technical requirements as determined by You ("Technical Requirements Document");
5.  Review the required CX Marketing service set-up; and
6.  Assist You to perform Your user acceptance testing ("UAT").
B.  Make available to You up to four (4) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope domain or Application:
1.  Provide assistance with any training or enablement services required by You;
2.  Assist You with set-up and/or configuration of Your CX Marketing service campaign or program for the Infinity Streams use case; and
3.  Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
C.  Project Management.  Make available to You up to eight (8) of the Total Hours to perform project management tasks.  Such tasks may include:
1.  Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
2.  Plan and schedule Oracle resources; and
3.  Document and track project issues, and conduct project status calls with Your primary contact.

2.  Unused Services.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3.  Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A.  Your Cooperation.
1.  Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2.  Prior to commencement of the Services, indicate to Oracle the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, or Responsys Cloud

Services these Services will apply to.  Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.

3. Deploy Your Oracle Infinity JavaScript tag / Software development Kit ("SDK") to Your In-Scope Website or Application as outlined in the Project Plan.
4. Complete tasks within the timeframe and manner as stated in the Project Plan.
5. Provide Oracle with any required Infinity log-on IDs.
6. Ensure that You have a tag management system that will be used for implementation of Infinity Streams tags.
7. You are responsible for all travel expenses related to any onsite Services You may request.

B. Project Assumptions.
1. The one (1) Web Domain or Application which You select shall not change during the Program Services Period.
2. All CX Marketing service configuration to be performed by You, with assistance from Oracle.
3. The Services will be performed by Oracle remotely or onsite at a mutually agreed upon location.
4. The Services will be performed in English, unless another language is mutually agreed to.
5. 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.
6. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
7. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
8. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
9. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
10. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management.  You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit.  You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager.  Your project manager shall have the authority to approve Services on Your behalf.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

**Oracle Infinity Streams Universal SmartStart Implementation Services (EMEA/JPAC/LAD)**
Part #B92590 (EMEA/JPAC/LAD)

1. Description of Services.  During the Professional Services Period (as defined below), Oracle will make available to You up to eighty-four (84) hours ("Total Hours") to assist You with the following

activities related to Your Oracle Infinity Streams Cloud Service ("Infinity Streams") Elementary implementation:

A.  Make available to You up to sixty-four (64) of the Total Hours for the following activities:
    1.  Host an introductory web conference call with You to review your request for Services for up to two (2) Use Cases (a representation of what services, actions and functions You will use to achieve Your Infinity Streams business objectives) on up to two (2) Web Domains and/or Applications;
    2.  Assist You to create Your test case scenarios for the use case in scope;
    3.  Provide You with an Oracle Infinity Streams tag deployment document to assist You to deploy and test the Infinity tag;
    4.  Create a document that contains Your Infinity Streams technical requirements as determined by You ("Technical Requirements Document");
    5.  Review the required CX Marketing service set-up; and
    6.  Assist You to perform Your user acceptance testing ("UAT").
B.  Make available to You up to six (6) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope domain or Application:
    1.  Provide assistance with any training or enablement services required by You;
    2.  Assist You with set-up and/or configuration of Your CX Marketing service campaigns or programs for the Infinity Streams use cases; and
    3.  Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
C.  Project Management.  Make available to You up to fourteen (14) of the Total Hours to perform project management tasks.  Such tasks may include:
    1.  Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
    2.  Plan and schedule Oracle resources; and
    3.  Document and track project issues, and conduct project status calls with Your primary contact.

2.  Unused Services.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3.  Your Cooperation and Project Assumptions.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A.  Your Cooperation.
    1.  Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.

2.   Prior to commencement of the Services, indicate to Oracle the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, or Responsys Cloud Services these Services will apply to.  Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
3.   Deploy Your Oracle Infinity JavaScript tag / Software Development Kit ("SDK") to Your In-Scope Website or App as outlined in the Project Plan.
4.   Complete tasks within the timeframe and manner as stated in the Project Plan.
5.   Provide Oracle with any required Infinity log-on IDs.
6.   Ensure that You have a tag management system that will be used for implementation of Infinity Streams tags.
7.   You are responsible for all travel expenses related to any onsite Services You may request.

B.   <u>Project Assumptions</u>.
1.   The two (2) Web Domains and/or Applications which You select shall not change during the Program Services Period.
2.   All CX Marketing service configuration to be performed by You, with assistance from Oracle.
3.   The Services will be performed by Oracle remotely or onsite at a mutually agreed upon location.
4.   The Services will be performed in English, unless another language is mutually agreed to.
5.   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.
6.   You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
7.   Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
8.   Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
9.   Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
10.  Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.   <u>Project Management</u>. You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit.  You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager.  Your project manager shall have the authority to approve Services on Your behalf.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

**Oracle Infinity Streams Enterprise SmartStart Implementation Services (EMEA/JPAC/LAD)**
Part #B92591 (EMEA/JPAC/LAD)

1. <u>Description of Services</u>.  During the Professional Services Period (as defined below), Oracle will make available to You up to one-hundred and sixty-one (161) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Streams Cloud Service ("Infinity Streams") Elementary implementation:

   A. Make available to You up to one-hundred and twenty-two (122) of the Total Hours for the following activities:
      1. Host an introductory web conference call with you to review your request for Services for up to four (4) Use Cases (a representation of what services, actions and functions You will use to achieve Your Infinity Streams business objectives) on up to four (4) Web Domains and/or Applications;
      2. Provide You with an Oracle Infinity Streams tag deployment document to assist you to deploy and test the Infinity tag;
      3. Assist You to create Your test case scenarios for the use case in scope;
      4. Create a document that contains Your Infinity Streams technical requirements as determined by You ("Technical Requirements Document");
      5. Review the required CX Marketing service set-up: and
      6. Assist You to perform Your user acceptance testing ("UAT").
   B. Make available to You up to twelve (12) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope domains or Applications:
      1. Provide assistance with any training or enablement services required by you;
      2. Assist You with set-up and/or configuration of Your CX Marketing service campaigns or programs for the Infinity Streams use cases; and
      3. Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
   C. <u>Project Management</u>.  Make available to You up to twenty-seven (27) of the Total Hours to perform project management tasks.  Such tasks may include:
      1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
      2. Plan and schedule Oracle resources; and
      3. Document and track project issues, and conduct project status calls with Your primary contact.

2. <u>Unused Services</u>.  The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

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

   A. <u>Your Cooperation</u>.

1.  Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
2.  Prior to commencement of the Services, indicate to Oracle the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, or Responsys Cloud Services these Services will apply to.  Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
3.  Deploy Your Oracle Infinity JavaScript tag / Software Development Kit ("SDK") to Your In-Scope Website or Application as outlined in the Project Plan.
4.  Complete tasks within the timeframe and manner as stated in the Project Plan.
5.  Provide Oracle with any required Infinity log-on IDs.
6.  Ensure that You have a tag management system that will be used for implementation of Infinity Streams tags.
7.  You are responsible for all travel expenses related to any onsite Services You may request.

B.  <u>Project Assumptions</u>.
1.  The four (4) Web Domains and/or Applications which You select shall not change during the Program Services Period.
2.  All CX Marketing service configuration to be performed by You, with assistance from Oracle.
3.  The Services will be performed by Oracle remotely or onsite at a mutually agreed upon location.
4.  The Services will be performed in English, unless another language is mutually agreed to.
5.  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.
6.  You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
7.  Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
8.  Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
9.  Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
10. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.  Project Management.  You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit.  You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager.  Your project manager shall have the authority to approve Services on Your behalf.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

# EXPERT SERVICES

## Infinity Expert Services (NA Only)
Part # B88881

1.  Description of Services.  During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to twelve point five (12.5) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to Your Oracle Infinity ("Infinity") Cloud Services:
    A.  Reviewing Your Infinity data collection activities;
    B.  Creating a document that contains Your website, mobile website, and/or mobile apps reporting business requirements as determined by You ("Business Requirements Document");
    C.  Creating a document that contains Your website, mobile website, and/or mobile apps reporting technical requirements as determined by You ("Technical Requirements Document");
    D.  Configuring the Infinity Cloud Services; and
    E.  Analyzing Infinity data and providing recommendations.

2.  Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
    A.  Your Cooperation
        1.  Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
        2.  Ensure Your tasks are completed in the timeframe as mutually agreed upon.
        3.  Create and manage any required translation files.
        4.  Provide Oracle with any required Infinity log on IDs.
        5.  Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
    B.  Project Assumptions.
        1.  Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single week during the Professional Services Period.
        2.  All Services will be performed by Oracle remotely.
        3.  Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
        4.  After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis only during the Professional Services Period.
        5.  The Infinity Cloud Services will only support click tracking on browsers that support interruption or delay of page load processes for data collection.
        6.  Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3.  Unused Services.  Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the

Quantity field in Your order for this part number, or b) the expiration of Your Infinity Cloud Services related to these Services. Any 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. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Project Management</u>.   You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Infinity Expert Concierge Services (NA Only)
Part # B88882

1. <u>Description of Services</u>.   During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to sixty point five (60.5) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to Your Oracle Infinity ("Infinity") Cloud Services:
   A.    Reviewing Your Infinity data collection activities;
   B.    Creating a document that contains Your website, mobile website, and/or mobile apps reporting business requirements as determined by You ("Business Requirements Document");
   C.    Creating a document that contains Your website, mobile website, and/or mobile apps reporting technical requirements as determined by You ("Technical Requirements Document");
   D.    Configuring the Infinity Cloud Services; and
   E.    Analyzing Infinity data and providing recommendations.

2. <u>Your Cooperation and Project Assumptions</u>.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A.    <u>Your Cooperation</u>.
      1.    Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      2.    Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      3.    Create and manage any required translation files.
      4.    Provide Oracle with any required Infinity log on IDs.
      5.    Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
   B.    <u>Project Assumptions</u>.
      1.    Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single day during the Professional Services Period.
      2.    All Services will be performed by Oracle remotely.

3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
4. After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis only during the Professional Services Period.
5. The Infinity Cloud Services will only support click tracking on browsers that support interruption or delay of page load processes for data collection.
6. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. Unless otherwise stated in Your order, the Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of Your Infinity Cloud Services related to these Services. Any 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. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

### Oracle Marketing Expert Services (EMEA/JPAC/LAD)
Part #B91010

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to twelve (12) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services indicated by You:

   A. Configuration of the standard functionality of the OMC Cloud Services;
   B. Advice and guidance on use of the standard functionality of the OMC Cloud Services; and
   C. Advice and guidance to facilitate adoption of the OMC Cloud Services by Your Users.

2. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation.</u>

1. Prior to commencement of the Services, indicate to Oracle the one (1) type of OMC BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services these Services will apply to. Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
2. Provide a "roadmap" that describes Your planned use of the OMC Cloud Services prior to commencement of the Services, and review and update Your roadmap during provision of the Services.
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

B. <u>Project Assumptions</u>.
1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single week during the Professional Services Period.
2. All Services will be performed by Oracle remotely.
3. Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
4. After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis only during the Professional Services Period.
5. Only the standard functionality of the current OMC Cloud Services version, as defined in the then-current product documentation, will be utilized during the Services.
6. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
7. Any document or output provided by Oracle will be based on Oracle templates.
8. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. <u>Unused Services</u>. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of the OMC Cloud Services related to these Services. Any 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. In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. <u>Project Management</u>.   You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Marketing Expert Concierge Services (EMEA/JPAC/LAD)
Part #B91011

1. <u>Description of Services</u>.   During the Professional Services Period (defined below), Oracle will provide You up to the number of hours equal to sixty (60) times the number in the Quantity field in Your order for this part number of assistance with the following activities ("Services") related to the one (1) type of Oracle Marketing Cloud ("OMC") BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services indicated by You:

   A.    Configuration of the standard functionality of the OMC Cloud Services;
   B.    Advice and guidance on use of the standard functionality of the OMC Cloud Services; and
   C.    Advice and guidance to facilitate adoption of the OMC Cloud Services by Your Users.

2. <u>Your Cooperation and Project Assumptions</u>.   Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A.    <u>Your Cooperation</u>.
      1.    Prior to commencement of the Services, indicate to Oracle the one (1) type of OMC BlueKai, Eloqua, Infinity, Maxymiser, Responsys, Social, or Unity Cloud Services these Services will apply to.  Oracle will only provide these Services related to the one (1) type of OMC Cloud Services You indicate.
      2.    Provide a "roadmap" that describes Your planned use of the OMC Cloud Services prior to commencement of the Services, and review and update Your roadmap during provision of the Services.
      3.    Ensure Your tasks are completed in the timeframe as mutually agreed upon.
   B.    <u>Project Assumptions</u>.
      1.    Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than three (3) hours of Services in any single day during the Professional Services Period.
      2.    All Services will be performed by Oracle remotely.
      3.    Oracle will use commercially reasonable efforts to staff recurring requests with the same resource, but You acknowledge that some requests will be staffed by a pool of Oracle resources with no guarantee that a specific requested resource will be assigned to perform the Services.
      4.    After commencement of the Services, Oracle will provide the Services on a month-to-month consecutive basis only during the Professional Services Period.
      5.    Only the standard functionality of the current OMC Cloud Services version, as defined in the then-current product documentation, will be utilized during the Services.

6. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
7. Any document or output provided by Oracle will be based on Oracle templates.
8. The parties acknowledge and agree that the performance of Services does not require or involve the processing of personal data.
9. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
10. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

3. Unused Services.  The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of the number of months equal to the number in the Quantity field in Your order for this part number, or b) the expiration of the OMC Cloud Services related to these Services.  Any 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.  In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

4. Project Management.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## PILLAR SERVICES

### Oracle Marketing Cloud Strategic Services
Part #B91006 (NA Only)

1. Description of Services.  During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Communication.

1. Work with You to plan and facilitate requirements workshops related to Your initiatives with the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements;
2. Work with You to discuss, define, and mutually agree upon a set of deliverables and timelines;
3. Work with You to facilitate change management with your team;
4. Conduct workshops related to Your OMC Cloud Services, including, providing You with update information and planning for future activities; and
5. Work with You to create and maintain a document that describes Your strategic marketing and transformation initiatives related to the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements related to such initiatives ("Roadmap").

B. Customer Experience.
1. Work with You to understand and define your OMC strategy to optimize the experience for every internal and external participant in every interaction with Your brand;
2. Work with You to define, create, update, and/or implement Your governance and operating model alignment relating to Your OMC Cloud Services;
3. Work with You to define requirements and scope and facilitate change management of Your stakeholder engagement and communication;
4. Work with You towards achieving your business goals with a defined OMC strategy;
5. Work with You to analyze Your goals against mutually agreed key performance indicators ("KPIs");
6. Work with You to define and execute a measurement strategy for Your customer experience;
7. Work with You to define and execute optimized internal processes in the delivery of Your customer experience;
8. Work with You to benchmark your platform maturity in order to create a plan for maturity advancement;
9. Work with You to define and report against Your return on investment ("ROI") criteria for your investment in Oracle Consulting;
10. Deliver training and support for the improved adoption of Oracle technology by Your teams;
11. Analyze the gaps between Your current customer experience operations and Your objectives as described in Your Roadmap; and
12. Create and maintain a document that describes Oracle's recommendations for the transformation of your customer experience operations to implement Your objectives.

C. Campaign Planning.
1. Work with You to create a campaign plan to perform campaigns related to Your use of the OMC Cloud Services;
2. Analyze results of campaigns pursuant to the Roadmap performed by You or by Oracle under a separate order;
3. Work with You to create a document that describes contact strategy recommendations for Your OMC campaigns;
4. Review Your OMC campaign results and provide strategic campaign recommendations;
5. Conduct workshops or provide analysis related to Your business adoption initiatives described in Your Roadmap; and
6. Conduct training workshops related to Your use of the OMC Cloud Services pursuant to Your Roadmap.

D. <u>Skills Review</u>.
1. Review Your marketing resources' current skills and roles;
2. Analyze the gaps between Your marketing resources' current skills and roles and those required to implement Your marketing objectives described in Your Roadmap ; and
3. Create and maintain a document that describes Oracle's recommendations for changes to Your marketing resources' current skills and roles to implement Your marketing objectives described in Your Roadmap.

E. <u>Technology Review</u>.
1. Review Your data model and data architecture related to Your current marketing operations;
2. Conduct an audit to compare Your technologies used in Your current marketing operations to Your marketing objectives described in Your Roadmap;
3. Conduct an application programming interface (API) discovery session to identify APIs related to Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap;
4. Review and mutually agree upon how to use the OMC application development framework to use the APIs to create interfaces between Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap; and
5. Create and maintain a document that describes Oracle's recommendations for changes to Your data model, data architecture, marketing technologies, and APIs related to the OMC Cloud Services to implement Your marketing objectives described in Your Roadmap.

F. Provide up to four (4) of the Total Hours to perform the following project management tasks:
1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks; and
2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>.  The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services.  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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3. <u>Your Cooperation and Project Assumptions</u>.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. <u>Your Cooperation</u>.
1. Provide any required guidelines for the use of Your brand(s).
2. Make Your key stakeholders available as needed.
3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.

5. Provide Oracle any data, analysis, or information needed to perform the Services.
6. You are responsible for all travel expenses related to any onsite Services You may request.

B. Project Assumptions.
1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
5. Any document or output provided by Oracle will be based on Oracle templates.
6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
7. 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 Services performed.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Marketing Business Adoption Services
Part #B91007 (EMEA, JAPAC & LAD Only)

1. Description of Services. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- Bluekai
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Communication.
1. Work with You to plan and facilitate requirements workshops related to Your initiatives with the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements;

2. Work with You to discuss, define, and mutually agree upon a set of deliverables and timelines;
3. Work with You to facilitate change management with your team;
4. Conduct workshops related to Your OMC Cloud Services, including, providing You with update information and planning for future activities; and
5. Work with You to create and maintain a document that describes Your strategic marketing and transformation initiatives related to the OMC Cloud Services, including Your priorities, timelines, and business and marketing requirements related to such initiatives ("Roadmap").

B. <u>Customer Experience.</u>
1. Work with You to understand and define your OMC strategy to optimize the experience for every internal and external participant in every interaction with Your brand;
2. Work with You to define, create, update, and/or implement Your governance and operating model alignment relating to Your OMC Cloud Services;
3. Work with You to define requirements and scope and facilitate change management of Your stakeholder engagement and communication;
4. Work with You towards achieving your business goals with a defined OMC strategy;
5. Work with You to analyze Your goals against mutually agreed key performance indicators ("KPIs");
6. Work with You to define and execute a measurement strategy for Your customer experience;
7. Work with You to define and execute optimized internal processes in the delivery of Your customer experience;
8. Work with You to benchmark your platform maturity in order to create a plan for maturity advancement;
9. Work with You to define and report against Your return on investment ("ROI") criteria for your investment in Oracle Consulting;
10. Deliver training and support for the improved adoption of Oracle technology by Your teams;
11. Analyze the gaps between Your current customer experience operations and Your objectives as described in Your Roadmap; and
12. Create and maintain a document that describes Oracle's recommendations for the transformation of your customer experience operations to implement Your objectives.

C. <u>Campaign Planning.</u>
1. Work with You to create a campaign plan to perform campaigns related to Your use of the OMC Cloud Services;
2. Analyze results of campaigns pursuant to the Roadmap performed by You or by Oracle under a separate order;
3. Work with You to create a document that describes contact strategy recommendations for Your OMC campaigns;
4. Review Your OMC campaign results and provide strategic campaign recommendations;
5. Conduct workshops or provide analysis related to Your business adoption initiatives described in Your Roadmap; and
6. Conduct training workshops related to Your use of the OMC Cloud Services pursuant to Your Roadmap.

D. <u>Skills Review</u>.
1. Review Your marketing resources' current skills and roles;

2. Analyze the gaps between Your marketing resources' current skills and roles and those required to implement Your marketing objectives described in Your Roadmap; and

3. Create and maintain a document that describes Oracle's recommendations for changes to Your marketing resources' current skills and roles to implement Your marketing objectives described in Your Roadmap.

E. Technology Review.

1. Review Your data model and data architecture related to Your current marketing operations;

2. Conduct an audit to compare Your technologies used in Your current marketing operations to Your marketing objectives described in Your Roadmap;

3. Conduct an application programming interface (API) discovery session to identify APIs related to Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap;

4. Review and mutually agree upon how to use the OMC application development framework to use the APIs to create interfaces between Your OMC Cloud Services and Your other marketing technologies related to Your marketing objectives described in Your Roadmap; and

5. Create and maintain a document that describes Oracle's recommendations for changes to Your data model, data architecture, marketing technologies, and APIs related to the OMC Cloud Services to implement Your marketing objectives described in Your Roadmap.

F. Provide up to four (4) of the Total Hours to perform the following project management tasks:

1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks; and

2. Plan and schedule Oracle resources.


2. Unused Services. The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services. 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide 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.


3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:

A. Your Cooperation.

1. Provide any required guidelines for the use of Your brand(s).

2. Make Your key stakeholders available as needed.

3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.

4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.

5. Provide Oracle any data, analysis, or information needed to perform the Services.

6. You are responsible for all travel expenses related to any onsite Services You may request.

B. <u>Project Assumptions</u>.
1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
5. Any document or output provided by Oracle will be based on Oracle templates.
6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
7. 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 Services performed.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>. You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Marketing Creative Services

Part #B91004 (NA Only)

Part #B91005 (EMEA, JAPAC & LAD Only)

1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- BlueKai (Not available for NA Part #B91004)
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Provide creative concepts and non-image design content for Your OMC marketing materials;
B. Create email and landing page templates for Your OMC marketing materials;
C. Assist You with kinetic design and HTML coding requirements for Your OMC marketing materials;
D. Assist You with mobile display optimization of Your OMC marketing materials;

E. Review the creative design, copy, and code of Your OMC marketing materials;
F. Provide recommendations regarding Your OMC marketing material creative production process;
G. Assist You to plan Your OMC marketing program content;
H. Conduct workshops related to Your OMC marketing material creatives; and
I. Provide up to six (6) of the Total Hours to perform the following project management tasks:
  1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
  2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>.  The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services.  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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3. <u>Your Cooperation and Project Assumptions</u>.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
  A. <u>Your Cooperation</u>.
    1. Provide any required guidelines for the use of Your brand(s).
    2. Make Your key stakeholders available as needed.
    3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
    4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
    5. Provide Oracle Your OMC marketing material creative requirements, images, and assets, and any data, analysis, or information needed to perform the Services.
    6. You are responsible for all travel expenses related to any onsite Services You may request.
  B. <u>Project Assumptions</u>.
    1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
    2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
    3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
    4. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
    5. Any document or output provided by Oracle will be based on Oracle templates.
    6. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
    7. 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 Services performed.

8.    Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.    Project Management.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Marketing Technical Services (EMEA/JPAC/LAD)
Part #B91401 (EMEA/JAPAC/LAD)

1.    Description of Services.    During the Professional Services Period (defined below), Oracle will provide You with up to thirty (30) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

- BlueKai
- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A.    Configure the standard functionality of the OMC Cloud Services;
B.    Provide advice and guidance on use of the standard functionality of the OMC Cloud Services;
C.    Schedule and attend workshops related to the OMC Cloud Services;
D.    Provide up to six (6) of the Total Hours to perform the following project management tasks:
1.    Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
2.    Plan and schedule Oracle resources.

2.    Unused Services.  The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services.  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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3. Your Cooperation and Project Assumptions.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. Your Cooperation
      1. Provide any required guidelines for the use of Your brand(s).
      2. Make Your key stakeholders available as needed.
      3. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
      4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
      5. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
      6. You are responsible for all travel expenses related to any onsite Services You may request.

   B. Project Assumptions.
      1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.
      2. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
      3. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
      4. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
      5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
      6. Any document or output provided by Oracle will be based on Oracle templates.
      7. 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 Services performed.
      8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Marketing Project Management Services (EMEA/JPAC/LAD)
Part # B92592 (EMEA/JPAC/LAD)

1. Description of Services.  During the Professional Services Period (define below), Oracle will provide You with up to ten (10) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Cloud Services:

   - BlueKai

- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Provide a point of contact for Your project.
B. Provide coordination of the project progress, including change requests.
C. Create a document that includes the progress of Your OMC engagements ("OMC Project Roadmap").
D. Coordinate status meetings with key stakeholders (both Yours and Oracle).
E. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle.
F. Document and track project issues and requests for change.
G. Assist in coordinating the scoping of new projects, if applicable.
H. Plan and schedule Oracle resources, and
I. Assist in coordinating for integration of CX Marketing products.

2. <u>Unused Services</u>.  The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services.  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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

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

A. <u>Your Cooperation</u>.
   1. Make Your key stakeholders available as needed.
   2. Ensure any tasks assigned to You that are necessary for Oracle to perform the Services are completed in the timeframe as mutually agreed upon.
   3. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
   4. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
   5. You are responsible for all travel expenses related to any onsite Services You may request.

B. <u>Project Assumptions</u>.
   1. The Services will be performed by Oracle remotely or onsite at a mutually agreed upon location.

2. The Services will be performed in English, unless another language is mutually agreed to.
3. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
4. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
5. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
6. Any document or output provided by Oracle will be based on Oracle templates.
7. 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 Services performed.
8. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Markeing Hourly Technical Services (EMEA/JPAC/LAD)
Part #B91176

1. <u>Description of Services</u>.  Oracle will make available to You during the Professional Services Period (as defined below), the quantity of technical hours identified in Your order to assist You with Your Oracle Marketing Cloud ("OMC") platform.  Such assistance may include any of the following tasks ("In Scope Tasks"):
   A. <u>Technical Services Activities</u>.
      1. Perform data scoping activities;
      2. Assist You with the configuration and/or building of Your:
         a. Customer relationship management ("CRM") data transfer,
         b. Campaigns, audience filters, segments and/or programs,
         c. Custom Data Objects,
         d. Closed Loop Reporting,
         e. Lead Scoring Model, and/or
         f. Lead Nurturing Campaign;
      3. Assist with Your Oracle database maintenance;
      4. Conduct a webinar meeting that may be attended by up to twenty (20) of Your participants to:
         a. Perform platform specific user interface ("UI") end user training,
         b. Review with You the In Scope Tasks; and/or
         c. Discuss Your campaign strategy, design and maintenance, audience selection and analysis and programmatic operational execution; and/or
      5. Provide assistance to address any platform specific issues identified by You;
   B. <u>Project Management Tasks</u>.
      1. Provide point of contact for Your project(s).

2. Provide coordination of the project progress including change requests.
3. Assist in coordinating the scoping of new projects, if applicable.
4. Plan and budget Oracle resources for Your project(s), as approved by You.
5. Provide project status reports.
6. Create and manage project schedules, including dependencies and key milestones.
7. Coordinate status meetings with key stakeholders (both Yours and Oracle).
8. Provide recommendations on how to use Your OMC applications and the features licensed for Your projects(s).

2. <u>Unused Services</u>.  The Services must be used within twelve (12) months from the signature date of the ordering document ("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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate ordering document and order, to the terms and fees for such Services.

3. <u>Your Cooperation and Project Assumptions</u>. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      2. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
      3. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
   B. <u>Project Assumptions</u>.
      1. All Services will be delivered in English unless You and Oracle mutually agree to perform Services in another language.
      2. All Services will be performed by Oracle remotely.
      3. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
      4. The Services will use Standard* functionality (*"Standard" is defined as that functionality contained within the product documentation).
      5. Any documents provided by Oracle will be in Microsoft Office format.
      6. Any document or output provided by Oracle will be based on Oracle templates (Content and Format).
      7. 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 Services performed.
      8. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any month during the Professional Services Period.

9.  Capitalized terms not defined in the agreement or this order shall refer to named functionality and activities within the applicable Cloud Services, as described in more detail within the Oracle Program documentation.
10. You understand and acknowledge that Oracle shall only assist You for up to the quantity of hours identified in Your order and that Oracle is not obligated to continue assisting You beyond that quantity of hours.
11. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4.  Project Management.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.


## RETIRED

### Infinity Mobile Web Smart Start Implementation Service, Basic (NA Only)

Part #B88879 Infinity Analytics Mobile Web Smart Start Implementation Service, Basic (NA Only)

1.  Description of Services.  During the Professional Services Period (as defined below), Oracle will make available to You up to forty-five point five (45.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Mobile Website Basic SmartStart implementation:
    A.  Make available to You up to thirty-one point five (31.5) of the Total Hours for the following activities:
        1.  Provide You with an Oracle Infinity Mobile Websites Self-Service JavaScript Creation Tool document;
        2.  Provide You with an Oracle Infinity Mobile Websites Self-Service Configurations document;
        3.  Create up to one (1) standard Infinity collection ("In-Scope Collection");
        4.  Enable the standard Oracle Infinity mobile web site reports for Your In-Scope Collection for up to one (1) mobile web site ("In-Scope Mobile Website");
        5.  Assist You to create Your test case scenarios;
        6.  Provide the following assistance to You to create up to two (2) translation files with up to ten (10) fields each:
            a.  Provide You with Infinity translation file formatting templates for You to create Your translation files, and
            b.  Assist You to validate Your translation files during user acceptance testing ("UAT");
        7.  Assist You to perform Your UAT; and
        8.  Conduct up to one (1) remote meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality.
    B.  Make available to You up to ten (10) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Mobile Website:
        1.  Assist You to review Your Infinity data collection activities;
        2.  Assist You to create a document that contains Your mobile website reporting business requirements as determined by You ("Business Requirements Document");
        3.  Assist You to create a document that contains Your mobile website reporting technical requirements as determined by You ("Technical Requirements Document");

4. Assist You to configure Infinity;
5. Assist You to analyze Infinity data and provide recommendations; or
6. Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
C. Project Management. Make available to You up to four (4) of the Total Hours to perform project management tasks. Such tasks may include:
   1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
   2. Plan and schedule Oracle resources; and
   3. Document and track project issues, and conduct project status calls with Your primary contact.

2. Unused Services. The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide 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.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
   1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
   2. Deploy the Oracle Infinity JavaScript tag to Your In-Scope Mobile Website.
   3. Complete tasks within the timeframe and manner as stated in the Project Plan.
   4. Create and manage any required translation files.
   5. Provide Oracle with any required Infinity log on IDs.
   6. Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.
B. Project Assumptions.
   1. The Services will be performed by Oracle remotely.
   2. The Services will be performed in English, unless another language is mutually agreed to.
   3. 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.
   4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
   5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.

6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Oracle Infinity will only support click tracking on browsers that support interruption or delay of page load processes for data collection.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Infinity Mobile Web Smart Start Implementation Service, Intermediate (NA Only)
**Part #B88880 Infinity Analytics Mobile Web Smart Start Implementation Service, Intermediate (NA Only)**

1. Description of Services.  During the Professional Services Period (as defined below), Oracle will make available to You up to one hundred thirty-seven point five (137.5) hours ("Total Hours") to assist You with the following activities related to Your Oracle Infinity Cloud Service ("Infinity") Mobile Websites Intermediate SmartStart implementation:
A. Make available to You up to eighty-four point five (84.5) of the Total Hours for the following activities:
   1. Conduct up to two (2) remote meetings, which are each up to one (1) hour in duration and may be attended by up to five (5) of Your participants to document Your mobile website reporting business requirements as determined by You ("Business Requirements Document");
   2. Assist You to create a document that contains Your mobile websites reporting technical requirements as determined by You ("Technical Requirements Document");
   3. Configure up to one (1) mobile web site standard JavaScript Infinity tag ("In-Scope Tag") consisting of up to two (2) standard Oracle Java script plugins;
   4. Assist You when You deploy Your In-Scope Tag for up to one (1) of Your mobile web sites ("In-Scope Mobile Website");
   5. Create up to one (1) standard Infinity collection ("In-Scope Collection") for Your In-Scope Mobile Website;
   6. Enable the standard Infinity reports for Your In-Scope Collection;
   7. Using standard Infinity functionality, create up to ten (10) Infinity reports;
   8. Conduct up to one (1) remote meeting, which is up to two (2) hours in duration and may be attended by up to ten (10) of Your participants to educate Your participants on:
      a. Using Infinity tags,
      b. Configuring standard Infinity reports,
      c. System administration, and
      d. Other related project components;
   9. Create up to five (5) Infinity user accounts and up to three (3) standard Infinity user roles as required by Your Business Requirements Document;
   10. Assist You to create Your test case scenarios;

11. Provide the following assistance to You to create up to four (4) translation files with up to twenty (20) fields each:
    a. Provide You with Infinity translation file formatting templates for You to create Your translation files, and
    b. Assist You to validate Your translation files during UAT;
12. Assist You to perform Your user acceptance testing ("UAT"); and
13. Conduct up to one (1) remote meeting, which is up to two (2) hours in duration and may be attended by up to five (5) of Your participants for an overview of the Infinity reporting interface and functionality.
B. Make available to You up to twenty (20) of the Total Hours of assistance, as requested by You, for any of the following tasks related to Your In-Scope Mobile Website:
    1. Assist you to review Your Infinity data collection activities;
    2. Assist You to create a document that contains Your mobile website reporting business requirements as determined by You ("Business Requirements Document");
    3. Assist You to create a document that contains Your mobile website reporting technical requirements as determined by You ("Technical Requirements Document");
    4. Assist You to configure Infinity;
    5. Assist You to analyze Infinity data and provide recommendations; or
    6. Conduct up to one (1) remote post-implementation meeting, which is up to one (1) hour in duration and may be attended by up to five (5) of Your participants to review the project ("After Action Review").
C. Project Management. Make available to You up to thirteen (13) of the Total Hours to perform project management tasks. Such tasks may include:
    1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle ("Project Plan");
    2. Plan and schedule Oracle resources; and
    3. Document and track project issues, and conduct project status calls with Your primary contact.

2. Unused Services. The Services must be used within twelve (12) months of the customer signature date of 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 portion of the Services. You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order. In order for Oracle to provide 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.

3. Your Cooperation and Project Assumptions. Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
A. Your Cooperation.
    1. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a mutually agreed upon date and time.
    2. Deploy Your Oracle Infinity JavaScript tag to Your In-Scope Mobile Website.
    3. Complete tasks within the timeframe and manner as stated in the Project Plan.
    4. Create and manage any required translation files.

5. Provide Oracle with any required Infinity log on IDs.
6. Provide Oracle with any required file transfer protocol ("FTP") locations necessary for Oracle to receive large files such as translation files.

B. Project Assumptions.
1. The Services will be performed by Oracle remotely.
2. The Services will be performed in English, unless another language is mutually agreed to.
3. 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.
4. You understand and acknowledge that Oracle shall provide the Services to You only for up to the Total Hours specified in the Description of Services above and that Oracle is not obligated to provide Services to You beyond that number of hours.
5. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
6. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
7. Only the standard functionality of the current Infinity version, as defined in the then-current product documentation, will be utilized during the Services.
8. Oracle Infinity will only support click tracking on browsers that support interruption or delay of page load processes for data collection.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. Project Management.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

## Oracle Marketing Campaign Services
Part # B91008 (NA Only)

Part # B91178 (EMEA/JPAC/LAD)

1. Description of Services.  During the Professional Services Period (defined below), Oracle will provide You up to fifty50) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Services:

- CrowdTwist
- Eloqua
- Infinity
- Maxymiser
- Responsys
- Social
- Unity

A. Provide assistance with the following activities related to Your OMC campaigns ("Campaigns"):
   1. Create a document that describes Your requirements for Campaigns as determined by You ("Campaign specification document"),
   2. Create Campaigns,
   3. Test Campaigns to assess whether they are pursuant to Your requirements in the Campaign specification document,
   4. Modify Campaigns as requested by You,
   5. Launch Campaigns,
   6. Schedule Campaigns, and
   7. Review Campaign results with You;
B. Attend meetings that You schedule related to the Services;
C. Provide Campaign status reports;
D. Provide recommendations on the use of Your OMC Cloud Services;
E. Provide up to two point five (2.5) of the Total Hours to perform the following project management tasks:
   1. Create a list of tasks to perform the Services to be mutually agreed upon by You and Oracle, and document and track the progress of such tasks, and
   2. Plan and schedule Oracle resources.

2. <u>Unused Services</u>.  The Services must be used within the Professional Services Period, which shall begin on the Consulting/Professional Services Start Date and terminate on the earlier of a) expiration of twelve (12) months, or b) the expiration of the OMC Cloud Services related to these Services.  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 portion of the Services.  You may not apply any portion of unused Services or fees paid, for any Services other than the Services stated in this order.  In order for Oracle to provide 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.

3. <u>Your Cooperation and Project Assumptions</u>.  Subject to the terms in the Policies, the following obligations apply in addition to those in the Policies:
   A. <u>Your Cooperation</u>.
      1. Provide any required guidelines for the use of Your brand(s).
      2. Make Your key stakeholders available as needed.
      3. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
      4. Contact Oracle's project manager to request and schedule the performance of Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by You and Oracle.
      5. Provide Oracle with any Campaign information needed to perform the Services.
      6. Provide Oracle with no fewer than five (5) days' notice for any scheduled meetings.
      7. You are responsible for all travel expenses related to any onsite Services You may request.
   B. <u>Project Assumptions</u>.
      1. All Services will be delivered in English unless You and Oracle mutually agree in writing to perform Services in another language.

2. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format (PDF) format.
3. Any document or output provided by Oracle will be based on Oracle templates.
4. 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 Services performed.
5. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than twenty-five (25) hours of Services in any single month during the Professional Services Period.
6. Payment of fees for Services is not conditioned upon completion and/or acceptance of any outputs.
7. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
8. The Services will be performed during normal business hours (9:00 am to 5:00 pm Monday through Friday, excluding holidays), except as otherwise mutually agreed upon.
9. Anything not expressly identified in Section 1 above is not included in the scope of, or fees for, Services under this order.

4. <u>Project Management</u>.  You agree to designate a primary contact and Oracle agrees to designate a project manager who shall both be responsible for coordinating activities under this document. You and Oracle each shall direct all inquiries concerning the Services to the other party's primary contact or project manager.  Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.