



**ADVANCED CUSTOMER SUPPORT
ORACLE STANDARD SYSTEM INSTALLATION (“OSSSI”) with SITE AUDIT
SERVICES EXHIBIT**

This exhibit incorporates by reference the terms of your order for Oracle Standard System Installation (“OSSSI”) with Site Audit services.

1. Description of Services

A. Oracle Standard System Installation (“OSSSI”) with Site Audit.

Oracle will install and configure your hardware system(s) defined in your order (“the systems”) at your location. The services will be performed in the following five (5) phases:

1. Site Survey Phase. Oracle will perform the following services:

- a. Conduct, with your assistance, a site audit(s) to assess the conditions for installing the system(s), including assessment of the following:
 - i. Suitability of access routes to the installation location, such as doors, elevators, floor strengths and ramps;
 - ii. Stability of the floor at your installation location;
 - iii. Availability of electrical power required to run and maintain the systems;
 - iv. Environmental conditions at your installation location, such as temperature control, humidity, cleanliness; and
 - v. Any other conditions related to the installation of the systems that Oracle deems necessary to assess.
- b. Create a site audit report (“Site Audit Report”), which will include recommendations and requirements related to the installation of the systems.

2. Installation Configuration Planning Phase. Oracle will perform the following services:

- a. Review your time frame options and plans for installation and configuration (collectively, “Requirements”) with you for the systems installation and configuration;
- b. Prepare an installation and configuration plan (“Installation and Configuration Plan”) that will document your final Requirements to be addressed in the systems installation and configuration phase; and
- c. Confirm with you the availability of suitable engineer access, system space, network readiness and power requirements before commencement of the installation and configuration of the systems.

3. Installation and Configuration Phase. Oracle will perform the following services in accordance with the Installation and Configuration Plan:
 - a. Review the packing list and compare it to the systems listed on your order;
 - b. Unpack systems and gather up any discarded packaging for disposal;
 - c. Conduct a physical review of the systems for visible damage and notify you of any damage;
 - d. Install the systems, including internal and external components;
 - e. Provide systems cable labeling;
 - f. Connect industry standard electrical/receptacle connectors power supply(ies);
 - g. Oracle may, at Oracle's discretion, connect the systems to your servers, storage systems and/or network switches, subject to the following conditions:
 - i. All required Oracle approved cables must be provided by you prior to the time that Oracle is prepared to power up the installed systems;
 - ii. All systems requiring cable connection are located within a reasonable proximity, as determined by Oracle, of the systems to be connected;
 - iii. Cables are installed where no potential safety hazards exist;
 - iv. Cables are not installed higher than the top of your Oracle rack unless otherwise approved in writing by Oracle; and
 - v. Under-floor cables will only be installed in a raised-floor environment.
 - h. Power up the systems;
 - i. Configure the systems in accordance with the Installation and Configuration Plan;
 - j. Oracle may, at Oracle's discretion, apply the applicable firmware updates and operating system patches to the systems identified in your order; and
 - k. Oracle may, at Oracle's discretion, configure Oracle Auto Service Request for Sun Systems ("ASR") on the systems.
 4. Systems Testing Phase. Oracle will perform the following services:
 - a. Create a test procedures plan document ("Test Procedures Plan Document") that identifies the tests to be performed on the systems, describes the applicable testing procedures and expected results;
 - b. Perform the tests and record the results as identified in the Test Procedures Plan Document; and
 - c. Oracle may, at Oracle's discretion, run Oracle Explorer Data Collector on Solaris installed servers to capture the final system(s) configuration and/or patching information.
 5. Operational Handover Phase. Oracle will provide you with the following reference documentation ("Reference Documentation"):
 - a. The end user technical manuals, made available by Oracle, for the systems; and
 - b. User passwords to the systems.
 6. Supplemental Resources. If included in Your order, Oracle will provide additional resources, either on-site or remotely, to assist in the furtherance of the Oracle Standard System Installation with Site Audit services, up to the maximum number of days per resource role as set forth in Your order. A "day" is defined as one (1) resource working eight (8) hours per day.
2. Your Obligations and Project Assumptions. You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, "cooperation") are essential to the performance of any services as set forth in this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full

cooperation.

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations and the following project assumptions:

A. Your Obligations

1. Maintain the properly configured hardware/operating system platform to support the services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
4. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Provide any notices, and obtain any consents, required for Oracle to perform services.
6. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
7. Provide complete and accurate information to Oracle regarding the hardware system(s), for, or on, which services are to be performed including, without limitation, the serial number for the hardware system(s).
8. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of your systems or equipment that may be affected by the services, prior to the commencement of services,.
9. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of services upon Oracle's request and in no event later than fourteen (14) days after the cessation of services.
10. Provide and/or support all third-party software in connection with the provision of the services.
11. Prior to the commencement of services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the services.
12. As required by U.S. Department of Labor regulations (20 CFR 655.734), if services are to be performed in the US, allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
13. Provide Oracle with your proposed Requirements at least one week prior to the commencement of services.
14. Prior to the Installation and Configuration Phase, you will:
 - i. Ensure that you perform any activity required by the Site Audit Report;
 - ii. Ensure that the systems are connected and grounded to your power supply, in accordance with industry standards, using industry standard electrical/receptacle connectors power supply(ies) as required by Oracle; and
 - iii. Provide Oracle with any configuration information necessary for Oracle to prepare the Installation and Configuration Plan. This includes without limitation, information about system naming, operating system installation, network connectivity and configuration, boot disk layout and possible mirroring.
15. Ensure the physical environment where the services are to be performed is appropriately modified (e.g., disabling fire alarms and suspending use of oxygen depletion systems) for the duration of the services so as to allow Oracle to safely perform the services.
16. Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically work stations, etc.).

17. At Oracle's request, properly install an operational Oracle Auto Service Request for Sun Systems ("ASR") Manager on the systems.
18. Provide appropriate and approved inter-connection cabling necessary for Oracle to perform the services.
19. At Oracle's request, provide to Oracle your in-house cable labeling guide for the systems.
20. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between your teams regarding the services hereunder.
21. Work with Oracle to facilitate an efficient delivery of services.

B. Project Assumptions.

1. The scope of, and fees for, services herein are for services performed at the building(s) and location(s) specified in your order. Requests to perform services for additional locations shall be addressed in accordance with Oracle's change control process.
2. Services will be scheduled for a mutually agreeable date and time at the location where the services are to be performed.
3. You acknowledge and agree that the performance services is contingent upon the systems being undamaged and include all the relevant system components. In the event Oracle is unable to perform the services because the systems are damaged or components are missing, the parties will mutually agree to reschedule the services.
4. Oracle will determine, in Oracle's sole discretion, which firmware updates and/or operating system patches will be used to address the Requirements for the systems.
5. Various types of cables such as fiber, serial, SCSI, Ethernet, InfiniBand may be used, at Oracle's sole discretion, while installing the systems;
6. Oracle will not connect any electrical power supplies, or perform any other electrical work that, in Oracle's sole opinion, should be performed by a licensed electrician;
7. The following services are not included in the scope of, or fees for, services defined herein:
 - i. Site planning;
 - ii. Environmental or electrical site planning;
 - iii. Install cables that must, in Oracle's sole discretion, pass through ceilings or walls;
 - iv. Perform any building construction work of any kind;
 - v. Technical Support for the systems;
 - vi. Updates or upgrades to the systems; and
 - vii. Any services not specifically identified in this scope of service.

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

3. Data Privacy. In performing the services, Oracle will treat the data that resides on Oracle, your or third-party systems to which Oracle is provided access to perform services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for services have been paid.
4. Delivery of Services. Oracle will determine, in its sole discretion, whether services are provided by remote delivery resources or delivery resources on-site at your location. If services are provided by delivery resources on-site at your location, such services will be provided by local delivery resources (i.e., delivery resources

local to your location) if available at the time of your order. If local delivery resources are not available then on-site services will be provided by non-local delivery resources. In addition to the fees set forth in your order, you agree to reimburse Oracle, within thirty (30) days of the date of an invoice(s) for same, the travel expenses related to providing on-site services at your location.

If services are provided by remote delivery resources, Oracle may provide services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For services provided by remote delivery resources, you agree that Oracle may access your systems throughout the performance of services using an Oracle defined standard virtual private network (“VPN”), multi-protocol label switching (“MPLS”) connection, or Oracle Web Conference (“OWC”). If necessary to perform services, Oracle will provide you with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on your internet network, in accordance with Oracle’s specifications, to create a network connection between Oracle and your site(s).

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

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

Except for those services identified in an applicable exhibit as services to be provided twenty four (24) hours a day, seven (7) days a week (“24x7”), services are delivered during local business days and hours, excluding local public holidays, in the time zone of your location. Services are not available during non-business hours unless otherwise specified in this exhibit. Services designated “24x7” may be delivered at any time of day, seven days a week, including local public holidays.

5. Fees and Expenses. You agree to pay the fees for services as identified in your order. All services and payments are noncancelable and nonrefundable. You acknowledge and agree that (i) Oracle may, or may not, perform services identified in Section 1.A as to be performed “at Oracle’s discretion”, and (ii) your obligation to pay the fee is not conditioned upon Oracle’s performance of such services.

Expenses related to the providing of the services are in addition to the fees for services included in your order. Such expenses will be invoiced monthly as they are incurred.

6. Term. The term of Services shall be six (6) months from the date of the shipment of hardware identified your order (“Term”).

Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle’s obligation to provide you with services under this exhibit terminates six (6) months from the date of the shipment of hardware identified your order (“End Date”). As of the End Date, any portion of the services that Oracle has not provided prior to the End Date shall be automatically forfeited by you on the End Date, and you shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the services. In order for Oracle to provide services to you after the End Date, Oracle and you shall mutually agree, in writing, under a separate order, to the terms and fees for such services.