ORACLE

Oracle Maxymiser Professional Services Descriptions

Effective Date: 14-JUN-2024

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Professional Services Delivery Policies

The Oracle Professional Services Delivery Policies ("Policies") available at <u>http://www.oracle.com/contracts</u> 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.

PILLAR SERVICES

Oracle Marketing Campaign Services

Part # B91173 (EMEA, JAPAC, LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to fifty (50) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Services:
 - Bluekai
 - 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 eight (8) 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. 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 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.

Oracle Markeing Business Adoptive Services

Part #B91007 (EMEA, JAPAC & LAD Only)

- <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
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. <u>Communication.</u>
 - 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. <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;
 - 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 Services or 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 Coopeartion 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. <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 Services or 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. <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 Techincal Services (EMEA/JPAC/LAD)

Part #B91401 (EMEA/JAPAC/LAD)

- <u>Description of Services</u>. 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. <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. 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. <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. 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. <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 Project Services (EMEA/JPAC/LAD)

Part # B92592 (EMEA/JAPAC/LAD)

- <u>Description of Services</u>. 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 Services or 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. Your Cooperation.
 - 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 Marketing Hourly Services (EMEA/JPAC/LAD)

Part #B91176 (EMEA/JPAC/LAD)

- <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 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. Client 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. Your Cooperation.
 - 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 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. <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.

EXPERT SERVICES (EMEA/JPAC/LAD)

Oracle Marketing Expert Services (EMEA/JPAC/LAD)

Part #B91010

- <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. Your Cooperation.

- 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-tomonth 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.
 - 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. <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. 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.

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 #B91010

- <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. Your Cooperation.
 - 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>.
 - 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-tomonth 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. 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.
- 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.

INACTIVE SKUS

Oracle Marketing Campaign Services

Part # B91008 (NA)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will provide You up to fifty (50) hours ("Total Hours") of assistance with any of the following activities ("Services") related to any of the following Oracle Marketing Cloud ("OMC") Services:
 - Bluekai
 - 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 eight (8) 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 Services or 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.

Oracle Maxymiser Global Campaign Service - Hour (NA Only)

Part #B90300

- <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the quantity of global Campaign services hours identified in Your order ("Total Hours") of Campaign services ("Services") related to Your Oracle Maxymiser Cloud Service ("Maxymiser"). Such Services may include any of the following:
 - B. Review Your campaign specifications;
 - C. Write code to implement Your Maxymiser campaigns; and
 - D. Validate the function of the implemented campaigns.

- 1. <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 Maxymiser 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 Services or 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.
- 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. Your Cooperation.
 - 1. Ensure that Your tasks are completed in the mutually agreed upon timeframes.
 - 2. Contact Oracle's project manager to request and schedule the performance of the Services within the Professional Services Period, which Services will be scheduled at a date and time mutually agreed to by the project managers. You may begin scheduling Your Total Hours upon Oracle's receipt of Your executed order.
 - 3. Provide Oracle with any log on credentials and/or dummy data necessary for the Services, including but not limited to:
 - a. Sample credit card numbers; and/or
 - b. Dummy account log on credentials.
 - 4. Unless otherwise specified in Your order (including the Service Specifications), You may not provide Oracle access to any content or information that imposes security or regulatory obligations greater than those specified in Your order.
 - B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely and/or on site.
 - 2. All Services will be provided in English, unless otherwise agreed to by Oracle in its sole discretion.
 - 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 Services performed.
 - 4. Subject to the Professional Services Period, the Services will be made available by Oracle to You on a month-to-month consecutive basis only without any monthly time gaps.
 - 5. 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.

- 6. Payment of fees for the Services is not conditioned upon completion and/or delivery of any outputs.
- 7. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
- 8. The Services will use Standard* Oracle Maxymiser Program functionality (*"Standard" is defined as that functionality contained within the applicable product documentation).
- 9. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
- 3. <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 Maxymiser Onboarding & Campaing Assistance Package (NA Only)

Part #B90613

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You up to six hundred forty-eight (648) hours to provide a ssistance related to Your Oracle Maxymiser Cloud Service ("Maxymiser"). Such assistance may include any of the following:
 - A. Conduct one (1) remote meeting, which may be attended by up to ten (10) of Your participants to perform an analysis to assess Your set up requirements for utilizing Maxymiser ("Technical Review");
 - B. Conduct one (1) remote training session, which may be attended by up to twenty (20) of Your participants on the following Maxymiser topics:
 - 1. Campaign Designer,
 - 2. Maxymiser quality assurance tool ("QA"),
 - 3. Publishing, and
 - 4. Reporting;
 - C. Conduct up to four (4) remote meetings, which may be attended by up to ten (10) of Your participants to perform a strategic analysis of Your website to make recommendations for Test Campaigns ("Strategic Review");
 - D. Assist You to document Your Maxymiser campaign requirements as mutually agreed to by Oracle ("Roadmap Document").
 - E. Design Your campaigns as specified in the Roadmap Document;
 - F. Perform creative design services for use in Your campaigns based on Your specifications in the Test Roadmap;
 - G. Implement and run Your test campaigns in accordance with the Test Roadmap; and
 - H. Monitor the results of Your campaign to assess if it performed as planned and update the Roadmap Document, if necessary.
 - I. Project Management Tasks.
 - 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 Maxymiser applications and the features licensed for Your projects(s).
- 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 Maxymiser 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 Services or 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>Add-On Services</u>. Upon Your request, Oracle may perform additional Services not otherwise specified on Your order. Such Services will be subject to the terms of a separate order and billed to You at Oracle's then current list prices.
- 4. <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. Your Cooperation.
 - 1. Inform Oracle of any Maxymiser campaigns which You create on Your own while Oracle is performing the Services.
 - 2. Ensure that You insert the java script code ("Tag") provided by the Maxymiser provisioning team on the domains specified in the order before the commencement of Services.
 - 3. Ensure that Your tasks are completed in the mutually agreed upon timeframes consistent with the Test Roadmap.
 - 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 Oracle's project manager and Your primary contact or project manager.
 - 5. Provide Oracle with any log on credentials and/or dummy data necessary for the Services, including but not limited to:
 - a. Sample credit card numbers; and/or
 - b. Dummy account log on credentials.
 - 6. Unless otherwise specified in Your order (including the Service Specifications), You may not provide Oracle access to any content or information that imposes security or regulatory obligations greater than those specified in Your order.
 - B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely and/or on site.
 - 2. All Services will be provided in English, unless otherwise agreed to in writing by Oracle in its sole discretion.
 - 3. Services will be performed using Standard Maxymiser functionality (*"Standard" is defined as that functionality contained within the Maxymiser product documentation.)

- 4. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than one hundred thirty (130) hours of Services in any month during the Term.
- 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 number of 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. The Services will be performed from Monday to Friday during business hours mutually agreed to by You and Oracle.
- 9. The Services will use Standard* Oracle Responsys Program functionality (*"Standard" is defined as that functionality contained within the applicable product documentation).
- 10. Any document or output provided by Oracle will be based on Oracle templates for, both, content and format.
- 5. <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.
- 6. <u>Turnover of Oracle Resources</u>. Oracle recognizes Your desire to minimize turnover of Oracle personnel assigned to perform the Services described in section 1 above; Oracle will therefore use reasonable efforts to minimize any substitution or removal of its assigned personnel during the performance of these Services. For purposes of clarity, the preceding sentence shall not apply to limit Oracle's right to substitute or remove assigned personnel (1) whose employment with Oracle is terminated by Oracle, (2) who resign from the employment of Oracle, or (3) whose performance of Services is suspended (a) due to circumstances outside of their, or Oracle's, control (e.g., bereavement, death or personal or medical leave) or (b) under the terms of these Services or the order.

Oracle Maxymiser Universal Services – Hour (NA Only)

Part # B92070

- 2. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available to You the quantity of hours identified in Your order ("Total Hours") of assistance related to Your Oracle Maxymiser Cloud Service ("Maxymiser"). Such assistance may include any of the following:
 - A. Review Your marketing strategies and provide recommendations;
 - B. Provide assistance with Your Maxymiser campaigns;
 - C. Integrate Your Maxymiser platform with other Oracle Marketing Cloud products; and
 - D. Provide Maxymiser training to You.

- 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. 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. You are responsible for all travel expenses related to any onsite Services You may request.
 - 4. Provide Oracle with all creative assets necessary to perform the Services.
 - B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.
 - 3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
 - 4. Any document or output provided by Oracle will be based on Oracle templates.
 - 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 Services performed.
 - 6. Only the standard functionality of the current Maxymiser version, as defined in the thencurrent product documentation, will be utilized during the Services.
 - 7. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon.
 - 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>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 Maxymiser 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 Services or 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.
- <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 Business Adoptive Services

Part #B91006 (NA Only)

- <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 # B91006)
 - CrowdTwist
 - Eloqua
 - Infinity
 - Maxymiser
 - Responsys
 - Social
 - Unity
 - A. <u>Communication.</u>
 - 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. <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;
 - 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 Services or 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 Coopeartion 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. <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.

SINGLE ENGAGEMENT PACKAGES (CONSULTING PACKAGES)

Maxymiser Elementary Smart Start Implementation Service (EMEA/JPAC/LAD Only)

Part #B91396 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Maxymiser ("Maxymiser") Elementary SmartStart implementation:
 - A. <u>Technical Configuration Activities</u>.
 - 1. Assist You with the following administration setup tasks:
 - a. Create up to five (5) Maxymiser users,
 - b. Create one (1) Maxymiser web or mobile user interface ("UI") site and configure the Maxymiser JavaScript tag (the "tag"),
 - c. Create one (1) tag implementation guide ("Tag Implementation Guide") that describes the steps for You to implement the tag on Your site, and
 - d. Review Your tag implementation with You to confirm that it is pursuant to the Tag Implementation Guide;
 - 2. Assist You with the following Maxymiser Actions setup tasks:
 - a. Mutually agree upon the requirements for the following Maxymiser Actions ("In-Scope Actions"):
 - i. One (1) shared pageview action,
 - ii. One (1) shared custom coded Maxymiser conversion action, and
 - iii. One (1) shared revenue tracking Maxymiser action,
 - b. Create and configure the In-Scope Actions pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Actions with You to confirm they are pursuant to the mutually agreed upon requirements;

- 3. Assist You with the following Maxymiser Attributes setup tasks:
 - a. Mutually agree upon the requirements for one (1) free-text custom attribute using the Campaign Designer's built-in functionality via cookies, data layer, web page elements, and uniform resource locator ("URL") ("In-Scope Attribute"),
 - b. Create and configure the In-Scope Attribute pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Attribute with You to confirm it is pursuant to the mutually agreed upon requirements;
- 4. Provide You with up to eight (8) hours of assistance with setting up Your campaigns; and
- 5. Assist You with the following Maxymiser Integration setup tasks:
 - a. Mutually agree upon the requirements for one (1) built-in integration ("In-Scope Standard Integration") to one (1) campaign to send the campaign information to up to one (1) of the following third party applications:
 - i. Google Analytics 360,
 - ii. Adobe Analytics,
 - iii. ClickTale, or
 - iv. Decibel Insights, and
 - b. Create and configure the In-Scope Standard Integration pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Standard Integration with You to confirm it is pursuant to the mutually agreed upon requirements.
- B. <u>Workshop and Training Activities</u>.
 - 1. Provide to You a questionnaire ("Technical Questionnaire") for You to complete;
 - 2. Conduct one (1) kickoff session ("Kickoff") of up to one (1) hour in duration that may be attended by up to five (5) of Your participants to assist You to:
 - a. Discuss the Services that will be performed,
 - b. Discuss Your roles, pre-requisites, and responsibilities as stated in Section 2.A (Customer Obligations),
 - c. Work with You to mutually create a project checklist document ("Project Checklist"), and
 - d. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");
 - 3. Conduct two (2) webinar sessions of up to one (1) hour each in duration that may be attended by up to five (5) of Your participants to:
 - a. Provide recommendations on Your use of Maxymiser, and
 - b. Provide training on Maxymiser's Quality Assurance Tool;
 - 4. Conduct one (1) webinar session of up to one (1) hour in duration that may be attended by up to five (5) of Your participants to refine Your Maxymiser strategic goals, expectations and challenges;
 - 5. Conduct up to two (2) webinar sessions of up to one (1) hour each in duration that may be attended by up to five (5) of Your participants to:
 - a. Conduct an audit of Your website,
 - b. Perform web analytics analysis,
 - c. Provide Maxymiser campaign recommendations, and
 - d. Create an initial roadmap for Your strategic use of Maxymiser for up to three (3) campaigns;

- 6. Conduct up to two (2) webinar sessions of up to four (4) hours each in duration that may be attended by up to five (5) of Your participants to:
 - a. Discuss Your Maxymiser strategies,
 - b. Provide strategic recommendations, and
 - c. Discuss reports available in Maxymiser;
- 7. Conduct one (1) webinar session of up to three (3) hours in duration that may be attended by up to five (5) of Your participants to provide guidance on:
 - a. Analyzing Maxymiser reports, and
 - b. Checking marketing hypotheses and test concepts;
- 8. Conduct one (1) webinar session ("Campaign Designer Training") of up to eight (8) hours in duration that may be attended by up to five (5) of Your participants to provide training on the use of Maxymiser's Campaign Designer feature; and
- 9. Conduct one (1) handover webinar session of up to one (1) hour in duration that may be attended by up to five (5) of Your participants to review the key elements of the project.
- 2. <u>Your Cooperation and Project Assumptions</u>.:
 - 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. Complete and return the Technical Questionnaire to Oracle prior to the Kickoff.
 - 3. Implement the JavaScript tag according to the Tag Implementation Guide prior to the Campaign Designer Training.
 - 4. Provide any of Your campaign ideas, test scenarios and use cases that You would like to discuss at the Campaign Designer Training at least two (2) business days prior to the Campaign Designer Training.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. Provide Oracle with all creative assets necessary to perform the Services.

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

- 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
- 2. All Services will be performed in English, except as otherwise mutually agreed upon.
- 3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 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 Services performed.
- 6. Only the standard functionality of the current Maxymiser version, as defined in the thencurrent product documentation, will be utilized during the Services.
- 7. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon.
- 8. 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 twelve (12) months, or b) the expiration of the Maxymiser 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.
- 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.

Maxymiser Universal Smart Start Implementatin Service (EMEA/JPAC/LAD Only)

Part #B91398 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Maxymiser ("Maxymiser") Universal SmartStart implementation:
 - A. <u>Technical Configuration Activities</u>.
 - 1. Assist You to Perform the following administration setup tasks:
 - a. Create up to ten (10) Maxymiser users,
 - b. Create one (1) Maxymiser web or mobile user interface ("UI") site and configure the Maxymiser JavaScript tag (the "tag"),
 - c. Create one (1) tag implementation guide ("Tag Implementation Guide") that describes the steps for You to implement the tag on Your site, and
 - d. Review Your tag implementation with You to confirm that it is pursuant to the Tag Implementation Guide;
 - 2. Assist You with the following Maxymiser Actions setup tasks:
 - a. Mutually agree upon the requirements for the following Maxymiser Actions ("In-Scope Actions"):
 - i. Two (2) shared pageview actions,
 - ii. Two (2) shared custom coded Maxymiser conversion actions, and
 - iii. One (1) shared revenue tracking Maxymiser action,
 - b. Create and configure the In-Scope Actions pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Actions with You to confirm they are pursuant to the mutually agreed upon requirements;
 - 3. Assist You with the following Maxymiser Attributes setup tasks:
 - a. Mutually agree upon the requirements for the following Maxymiser attributes ("In-Scope Attributes"):

- i. One (1) free-text custom attribute using the Campaign Designer's built-in functionality via cookies, data layer, web page elements, and uniform resource locator ("URL"),
- ii. One (1) pre-set custom attribute with up to five (5) values using the Campaign Designer's built-in functionality via cookies, data layer, web page elements, and URLs, and
- iii. Two (2) custom attributes using custom code,
- b. Create and configure the In-Scope Attributes pursuant to the mutually agreed upon requirements, and
- c. Review the In-Scope Attributes with You to confirm they are pursuant to the mutually agreed upon requirements;
- 4. Provide You with up to fifteen (15) hours of assistance with setting up Your campaigns; and
- 5. Assist You with the following Maxymiser Integration setup tasks:
 - a. Mutually agree upon the requirements for one (1) built-in integration and one (1) existing coded integration ("In-Scope Standard Integrations") to one (1) campaign to send the campaign information to up to one (1) of the following third party applications:
 - i. Google Analytics 360,
 - ii. Adobe Analytics,
 - iii. ClickTale, or
 - iv. Decibel Insights, and
 - b. Create and configure the In-Scope Standard Integrations pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Standard Integrations with You to confirm they are pursuant to the mutually agreed upon requirements.
- B. <u>Workshop and Training Activities</u>.
 - 1. Provide to You a questionnaire ("Technical Questionnaire") for You to complete.
 - 2. Conduct one (1) kickoff session ("Kickoff") of up to one (1) hour in duration that may be attended by up to seven (7) of Your participants to assist You to:
 - a. Discuss the Services that will be performed,
 - b. Discuss Your roles, pre-requisites and responsibilities as stated in Section 2.A (Customer Obligations),
 - c. Work with You to mutually create a project checklist document ("Project Checklist"),
 - d. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");
 - 3. Conduct two (2) webinar sessions of up to two (2) hours each in duration that may be attended by up to seven (7) of Your participants to:
 - a. Provide recommendations on Your use of Maxymiser, and
 - b. Provide training on Maxymiser's quality assurance tool;
 - 4. Conduct one (1) webinar session of up to one (1) hour in duration that may be attended by up to seven (7) of Your participants to refine Your Maxymiser strategic goals, expectations and challenges;
 - 5. Provide up to four (4) hours to remotely assist You to develop, debug, and fix Your Maxymiser campaigns;
 - 6. Conduct one (1) webinar session of up to four (4) hours in duration that may be attended by up to seven (7) of Your participants to:

- a. Discuss Your Maxymiser strategies,
- b. Provide strategic recommendations, and
- c. Discuss reports available in Maxymiser;
- 7. Conduct one (1) session of up to eight (8) hours in duration that may be attended by up to seven (7) of Your participants to provide report training with use cases to build and analyze;
- 8. Conduct one (1) webinar session of up to eight (8) hours in duration that may be attended by up to seven (7) of Your participants to provide:
 - a. Maxymiser campaign research and analysis,
 - b. An audit of Your website,
 - c. Analytics analysis, and
 - d. Maxymiser campaign recommendations;
- 9. Conduct one (1) webinar session of up to four (4) hours in duration that may be attended by up to seven (7) of Your participants to assist You to create an initial roadmap for Your strategic use of Maxymiser for up to three (3) campaigns;
- 10. Provide up to ten (10) hours to remotely create test plans and conclusion reports for up to three (3) Maxymiser campaigns;
- 11. Conduct one (1) webinar session of up to five (5) hours in duration that may be attended by up to seven (7) of Your participants to provide guidance on:
 - a. Analyzing Maxymiser reports, and
 - b. Checking marketing hypotheses and test concepts;
- 12. Conduct one (1) webinar session ("Campaign Designer Training") of up to eight (8) hours in duration that may be attended by up to five (5) of Your participants to provide training on the use of Maxymiser's Campaign Designer feature.
- 13. Conduct one (1) handover webinar session of up to one (1) hour in duration that may be attended by up to seven (7) of Your participants to review the key elements of the project.
- 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. Complete and return the Technical Questionnaire to Oracle prior to the Kickoff.
 - 3. Implement the JavaScript tag according to the Tag Implementation Guide prior to the Campaign Designer Training.
 - 4. Provide any of Your campaign ideas, test scenarios and use cases that You would like to discuss at the Campaign Designer Training at least two (2) business days prior to the Campaign Designer Training.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. Provide Oracle with all creative assets necessary to perform the Services.
 - B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.

- 3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
- 4. Any document or output provided by Oracle will be based on Oracle templates.
- 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 Services performed.
- 6. Only the standard functionality of the current Maxymiser version, as defined in the thencurrent product documentation, will be utilized during the Services.
- 7. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon.
- 8. 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 twelve (12) months, or b) the expiration of the Maxymiser 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.
- 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.

Maxymiser Enterprise Smart Start Implementation Service (EMEA/JPAC/LAD Only)

Part #B91400 (EMEA/JPAC/LAD)

- 1. <u>Description of Services</u>. During the Professional Services Period (defined below), Oracle will make available the following Services related to Your Oracle Maxymiser ("Maxymiser") Enterprise SmartStart implementation:
 - A. <u>Technical Configuration Activities</u>.
 - 1. Assist You with the following administration setup tasks:
 - a. Create up to ten (10) Maxymiser users,
 - b. Create one (1) Maxymiser web or mobile user interface ("UI") site and configure the Maxymiser JavaScript tag (the "tag"),
 - c. Create up to five (5) tag implementation guides ("Tag Implementation Guides") that describe the steps for You to implement the tag on Your site, and
 - d. Review Your tag implementations with You to confirm that they are pursuant to the Tag Implementation Guides;

- 2. Assist You with the following Maxymiser Actions setup tasks:
 - a. Mutually agree upon the requirements for the following Maxymiser Actions ("In-Scope Actions"):
 - i. Two (2) shared pageview actions,
 - ii. Four (4) shared custom coded Maxymiser conversion actions, and
 - iii. One (1) shared revenue tracking Maxymiser action, and
 - b. Create and configure the In-Scope Actions pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Actions with You to confirm they are pursuant to the mutually agreed upon requirements;
- 3. Assist You with the following Maxymiser Attributes setup tasks:
 - a. Mutually agree upon the requirements for the following Maxymiser Attributes ("In-Scope Attributes"):
 - i. One (1) pre-set custom attribute with up to five (5) values using the Campaign Designer's built-in functionality via cookies, data layer, web page elements, and uniform resource locator ("URL"),
 - ii. One (1) free-text custom attribute using the Campaign Designer's built-in functionality via cookies, data layer, web page elements, and URLs, and
 - iii. Four (4) custom attributes using custom code, and
 - b. Create and configure the In-Scope Attributes pursuant to the mutually agreed upon requirements, and
 - c. Review the In-Scope Attributes with You to confirm they are pursuant to the mutually agreed upon requirements;
- 4. Provide You with up to twenty-five (25) hours of assistance with setting up Your campaigns;
- 5. Assist You with the following Maxymiser Integrations setup tasks:
 - a. Mutually agree upon the requirements for one (1) built-in integration and one (1) existing coded integration ("In-Scope Standard Integrations") to one (1) campaign to send the campaign information to up to one (1) of the following third party applications:
 - i. Google Analytics 360,
 - ii. Adobe Analytics,
 - iii. ClickTale, or
 - iv. Decibel Insights,
 - b. Create and configure the In-Scope Standard Integrations pursuant to the mutually agreed upon requirements,
 - c. Review the In-Scope Standard Integrations with You to confirm they are pursuant to the mutually agreed upon requirements,
 - d. Provide up to six (6) hours to:
 - i. Mutually agree upon the requirements to create an integration to one (1) campaign and configure it to send the campaign information to the third party vendor of Your choice ("In-Scope Custom Integration"),
 - ii. Create and configure the In-Scope Custom Integration pursuant to the mutually agreed upon requirements, and
 - iii. Review the In-Scope Custom Integration with You to confirm it is pursuant to the mutually agreed upon requirements.
- 6. Assist You with the following Maxymiser mobile app setup tasks:

- a. Mutually agree upon the requirements for one (1) mobile app Maxymiser user interface ("UI") site and one (1) mobile app campaign as a decision and tracking engine,
- b. Create and configure the mobile app Maxymiser UI site and mobile app campaign pursuant to the mutually agreed upon requirements, and provide to You the Maxymiser software developments kits ("SDKs") for the iOS and Android operating systems, and
- c. Review the mobile app Maxymiser UI site and mobile app campaign with You to confirm they are pursuant to the mutually agreed upon requirements;
- 7. Perform the following tasks related to Your Maxymiser server-side testing:
 - a. Set up one (1) Maxymiser UI site to work with Your server-side campaigns, and
 - b. Provide recommendations for performing server-side testing using Maxymiser's Representational State Transfer for Application Programming Interface ("REST API") feature.
- B. <u>Workshop and Training Activities</u>.
 - 1. Provide to You a questionnaire ("Technical Questionnaire") for You to complete.
 - 2. Conduct one (1) kickoff session ("Kickoff") of up to two (2) hours in duration that may be attended by up to ten (10) of Your participants to assist You to:
 - a. Discuss the Services that will be performed,
 - b. Discuss Your roles, pre-requisites and responsibilities as stated in Section 2.A (Customer Obligations),
 - c. Work with You to mutually create a project checklist document ("Project Checklist"),
 - d. Work with You to mutually create a document that specifies the project tasks and due dates ("Project Plan");
 - 3. Conduct up to three (3) webinar sessions of up to two (2) hours each in duration that may be attended by up to ten (10) of Your participants to:
 - a. Provide recommendations on Your use of Maxymiser,
 - b. Provide training on Maxymiser's quality assurance tool,
 - c. Discuss a quality assurance process for campaigns, actions, custom attributes and first- and third-party integrations,
 - d. Provide training on Maxymiser reporting, and
 - e. Discuss the campaign test duration calculator;
 - 4. Conduct one (1) webinar session of up to one (1) hour in duration that may be attended by up to ten (10) of Your participants to refine Your Maxymiser strategic goals, expectations and challenges;
 - 5. Provide up to three (3) hours to remotely assist You to develop, debug, and fix Your Maxymiser campaigns;
 - 6. Conduct one (1) webinar session of up to four (4) hours in duration that may be attended by up to ten (10) of Your participants to:
 - a. Discuss Your Maxymiser strategies,
 - b. Provide strategic recommendations, and
 - c. Provide an overview of the Maxymiser toolset;
 - 7. Conduct one (1) session of up to eight (8) hours in duration that may be attended by up to ten (10) of Your participants to provide report training with use cases to build and analyze;
 - 8. Conduct one (1) webinar session of up to eight (8) hours in duration that may be attended by up to ten (10) of Your participants to provide guidance on:

- a. Maxymiser campaign research and analysis,
- b. An audit of Your website,
- c. Analytics analysis, and
- d. Maxymiser campaign recommendations;
- 9. Provide up to sixteen (16) hours of "strategic accelerator" assistance to:
 - a. Review Your business requirements related to Your use of Maxymiser, and mutually agree upon key performance indicators ("KPIs") related to those requirements,
 - b. Review Your website and Your use of Maxymiser as they relate to the mutually agreed upon KPIs, and
 - c. Provide recommendations to You for Your Maxymiser campaigns to optimize the mutually agreed upon KPIs;
- Conduct one (1) webinar session of up to eight (8) hours in duration that may be attended by up to ten (10) of Your participants to assist You to create Your first three (3) campaigns ("Campaigns Roadmap");
- 11. Provide up to fifteen (15) hours to remotely create test plans and conclusion reports for the campaigns contained in the Campaigns Roadmap;
- 12. Conduct one (1) webinar session of up to eight (8) hours in duration that may be attended by up to ten (10) of Your participants to:
 - a. Review the Maxymiser platform, configuration and key decisions, and
 - b. Assist You to revise the following:
 - i. Any unused sites,
 - ii. Actions,
 - iii. Scripts,
 - iv. Custom attributes, and
 - v. The campaign dashboard;
- 13. Conduct up to two (2) sessions ("Campaign Designer Training") of up to eight (8) hours each in duration that may be attended by up to ten (10) of Your participants to provide training on the use of Maxymiser's Campaign Designer feature;
- 14. Conduct one (1) handover webinar session of up to one (1) hour in duration that may be attended by up to ten (10) of Your participants to review the key elements of the project.
- 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. 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. Complete and return the Technical Questionnaire to Oracle prior to the Kickoff.
 - 3. Implement the JavaScript tag according to the Tag Implementation Guides prior to the Campaign Designer Training.
 - 4. Provide any of Your campaign ideas, test scenarios, and use cases that You would like to discuss at the Campaign Designer Training at least two (2) business days prior to the Campaign Designer Training.
 - 5. Ensure Your tasks are completed in the timeframe as mutually agreed upon.
 - 6. You are responsible for all travel expenses related to any onsite Services You may request.
 - 7. Provide Oracle with all creative assets necessary to perform the Services.

- B. <u>Project Assumptions</u>.
 - 1. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 2. All Services will be performed in English, except as otherwise mutually agreed upon.
 - 3. Any documents provided by Oracle will be in Microsoft Office or Portable Document Format ("PDF") format.
 - 4. Any document or output provided by Oracle will be based on Oracle templates.
 - 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 Services performed.
 - 6. Only the standard functionality of the current Maxymiser version, as defined in the thencurrent product documentation, will be utilized during the Services.
 - 7. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon.
 - 8. 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 twelve (12) months, or b) the expiration of the Maxymiser 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.
- 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 Maxymiser On-boarding, Implementation Services Pack (NA Only)

Part # B92891

- 1. <u>Description of Services.</u> During the Professional Services Period (defined below), Oracle will make available to You up to two hundred seventy five (275) hours ("Total Hours") of assistance related to Your Oracle Maxymiser Cloud Service ("Maxymiser"). Such assistance may include any of the following:
 - A. Review Your marketing strategies and provide recommendations, which may include:
 - a. Analytics review to determine Your visitor flows and drop-off points;
 - b. Competitor analysis; and
 - c. Industry-specific use cases and leading practices.

- B. Provide assistance with Your Maxymiser campaigns, which may include:
 - a. Project management;
 - b. Scoping;
 - c. Design;
 - d. Configuration; and
 - e. Analysis.
- C. Provide assistance to integrate Maxymiser with other Oracle Marketing Cloud products.
- D. Provide recommendations for Your integration of Maxymiser with non-Oracle products.
- E. Provide Maxymiser training to You, which may include:
 - a. Training for self-service delivery;
 - b. Training for technical front-end developers; and
 - c. Strategic planning, campaign workshops, and leading practices for campaign design.
- 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 Maxymiser 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 Services or 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 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. 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. You are responsible for all travel expenses related to any onsite Services You may request.
 - 4. Provide Oracle with all creative assets necessary to perform the Services.
 - B. Project Assumptions.
 - 1. Unless otherwise expressly agreed to by You and Oracle in writing, Oracle will not perform more than 5.72 hours of Services in any single week during the Professional Services Period.
 - 2. The Services will be performed by Oracle remotely or onsite at Oracle's discretion.
 - 3. All Services will be performed in English, 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. 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.

- 7. Only the standard functionality of the current Maxymiser version, as defined in the thencurrent product documentation, will be utilized during the Services.
- 8. The Services will be performed during normal business hours and days, except as otherwise mutually agreed upon.
- 9. Anything not expressly identified in Section 1 above is not included in the scop 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.