



Oracle Go-Live Support for Systems Service (B72669)

A. Service Definition.

Oracle will assess your readiness to commence production operations (i.e., to process live data, “Go-Live”) of all of your licensed Oracle products associated with your deployment or implementation (“Deployment Environment”) and provide additional assistance by performing the following services:

1. Conduct a preliminary meeting and orientation;
2. Oracle will assess your readiness for the Go-Live by performing the following services:
 - a. Review your plans and associated schedule for Go-Live, including your plan for returning to the pre-Go-Live configuration for the Deployment Environment in the event the Go-Live schedule is not met;
 - b. Conduct an operational readiness review of your planned production processes;
 - c. Conduct an impact review to assess the potential business impact associated with the Go-Live; and
 - d. Develop a final report of recommendations associated with Go-Live preparation and review those recommendations with you.
3. One (1) week before Go-Live, establish a Go-Live assistance plan for three (3) continuous days, including two (2) days prior to Go-Live and one (1) day after Go-Live;
4. Provide up to three (3) continuous eight (8) hour days of assistance for Go-Live including documenting progress and status of that assistance; and
5. Conduct a final meeting to review the final status of Go-Live.

B. Your Obligations and Project Assumptions.

You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any services. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

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

Your Obligations

1. Maintain the properly configured software and hardware/operating system platform to support the services.
2. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
3. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
4. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of services.
5. Provide any notices and obtain any consents required for Oracle to perform services.
6. Provide Oracle access to any production environments or shared development environments to the extent necessary for Oracle to perform services.

7. For services performed on site in the U.S. (if any), as required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
8. Provide complete and accurate information to Oracle regarding the hardware system(s), for, or on, which services are to be performed, including, without limitation, the serial number(s) for the hardware system(s).
9. Prior to the commencement of services, identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities at your location and resolve conflicts between your teams regarding the services hereunder.
10. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of your systems or equipment that may be affected by the services prior to the commencement of the services.
11. Prior to the commencement of services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the services.
12. Provide, for all Oracle resources performing services at your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).
13. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
14. Return all Oracle property (e.g., Oracle Advanced Support Gateway, hardware, VPNs, etc.) used for the delivery of services upon Oracle's request and in no event later than fourteen (14) days after the cessation of services.
15. Provide and/or support all third-party software in connection with the provision of the services.
16. Work with Oracle to facilitate an efficient delivery of services.

Project Assumptions.

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

- C. Data Privacy. In performing the services, Oracle will treat the data that resides on Oracle, your or third-party systems to which Oracle is provided access to perform services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for services have been paid.
- D. Delivery of Services. Oracle will determine, in its sole discretion, whether services are provided by remote delivery resources or delivery resources on-site at your location. If services are provided by delivery resources on-site at your location, such services will be provided by local delivery resources (i.e., delivery resources local to your location) if available at the time of your order. If local delivery resources are not available then on-site services will be provided by non-local delivery resources. In addition to the fees set forth in your order, you agree to reimburse Oracle, within thirty (30) days of the date of an invoice(s) for same, the travel expenses related to providing on-site services at your location.

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

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

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

Services are delivered during local business days and hours, excluding local public holidays, in the time zone of your location. Services are not available during non-business hours.

E. Term and Termination of Services

1. The term of services shall begin upon the date of your ordering document, unless otherwise stated in your ordering document, and for six (6) months thereafter (the “Term”).
2. Upon expiration of the Term, Oracle will cease performing services, any portion of the services that Oracle has not provided prior to the expiration of the Term shall be automatically forfeited by you, and you shall not be entitled to any refund, or any credit toward additional or other services, for any unused portion of the services. In order for Oracle to provide services to you after the expiration of the Term, Oracle and you shall mutually agree, in writing, under a separate ordering document, to the terms and fees for such services.