

## **ADVANCED CUSTOMER SUPPORT ORACLE PRIORITY SUPPORT EXHIBIT**

This exhibit incorporates by reference the terms of your order for Oracle Priority Support for software program releases receiving Premier, Extended or Sustaining Support, hardware systems or supported programs receiving Oracle Linux Premier Support, Oracle Linux Basic Support, or Oracle VM Premier Support.

1. Description of Services. Oracle will perform the following services:

A. Support Delivery Management. An Oracle Technical Account Manager (“TAM”) will be assigned to you for the duration of the term. The TAM will serve as your primary contact for the administration of the services and will communicate with you in a local language (except as noted below).

1. Your TAM shall provide the following support services:

- a. Prepare and maintain quarterly service delivery progress reports;
- b. Document the contact details for key Oracle contacts, your technical contacts for Oracle Premier Support, Oracle Linux Premier Support, Oracle Linux Basic Support and Oracle VM Premier Support (as applicable) and management escalation team (“Customer Contacts”) and Oracle’s escalation procedures (“Joint Contacts and Escalation Guide”); and
- c. Provide access to a customer-specific web portal.

2. Your TAM will also assist with the following:

- a. Conduct an orientation for your Customer Contacts;
- b. Conduct quarterly service reviews;
- c. Maintain the Joint Contacts and Escalation Guide;
- d. Review all Oracle Support Services activity, including service request (“SR”) activity in connection with individual SRs logged by you or your Customer Contacts. The review may consist of status reports, next steps, if any, and review of your SR priorities;
- e. Serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 SR (collectively, “Critical SRs”). The TAM will provide assistance in managing Critical SRs as follows:
  - i. SR management, prioritization and escalation;
  - ii. Communicate the status of your SRs to your Customer Contact(s) as requested; and
  - iii. Facilitate communications between Oracle and your Customer Contacts.
- f. Facilitate your access to Oracle-sponsored events, as made available to Priority Support customers; and
- g. Facilitate your access to monthly web conference sessions delivered in English featuring Oracle products.

B. SR Prioritization.

1. Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to your SRs per the following guidelines (“Service Request Response Guidelines”):

- a. 90% of Severity 1 SRs within one (1) hour (available 24x7);
- b. 90% of Severity 2 SRs within two and one half (2.5) local business hours;
- c. 90% of Severity 3 SRs within the next local business day; and

- d. 90% of Severity 4 SRs within the next local business day.
  2. Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
  3. Oracle will prioritize the repair of product defects encountered during the resolution of service requests.
- C. Supplemental Resources. If your order contains Supplemental Resources, Oracle will provide additional resources, either onsite or remotely, to assist in the furtherance of Oracle Priority Support as defined herein, up to the maximum number of days per resource role as set forth in your order.
3. Your Obligations. You acknowledge that your timely provision of and access to office accommodations, facilities, equipment, assistance, cooperation, complete and accurate information and data from your officers, agents, and employees, and suitably configured computer products (collectively, “cooperation”) are essential to the performance of any services as set forth in under this exhibit. Oracle will not be responsible for any deficiency in performing services if such deficiency results from your failure to provide full cooperation.

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

- a. Maintain the properly configured software and hardware/operating system platform to support the services.
- b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of services.
- c. Maintain annual technical support for the Oracle software and hardware under separate contract throughout the term of the services.
- d. 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.
- e. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between your teams regarding the services hereunder.
- f. 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.).
- g. Provide any notices, and obtain any consents, required for Oracle to perform services.
- h. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform services.
- i. 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.
- j. Provide and/or support all third-party software in connection with the provision of the services defined in this exhibit.
- k. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which services are to be performed, including, without limitation, the serial number for the hardware system(s).
- l. 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.

- m. 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.
- n. Work with Oracle to facilitate an efficient delivery of services.
- o. As required by U.S. Department of Labor regulations (20 CFR 655.734), if services are to be performed in the US, allow Oracle to post a Notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.
- p. Network Access. If your order contains services which are performed remotely, the following Network Access obligations shall apply:
  - 1. For services performed utilizing a gateway:
    - i. Install the Oracle Advanced Support Software Gateway and provide a server that meets Oracle's minimum requirements to install the gateway software. Oracle's minimum requirements for the gateway are available at <http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf>;
    - ii. Provide the infrastructure to allow the necessary network access for Oracle to perform the service. The required infrastructure includes, but is not limited to, necessary private and public-facing IP addresses, proper firewall settings, necessary predefined ports, and appropriate inbound and outbound connectivity. Any delays with providing the infrastructure to install the gateway will delay the start of the service; and
    - iii. Provide a server, if applicable, that meets Oracle's minimum requirements and install the gateway software application. Oracle's minimum requirements for the gateway are available at <http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf>.
  - 2. For services performed utilizing OCCN, you will implement the OCCN in accordance with the specifications provided by Oracle.
  - 3. For services performed utilizing OCCN or OWC, you agree that Oracle may access your systems throughout the performance of services using an Oracle defined standard virtual private network ("VPN"). If necessary to perform services hereunder, Oracle will provide you with a single pre-configured VPN device. You are responsible for the installation of the VPN device on your internet network, in accordance with Oracle's specifications, to create a network connection between Oracle and you.
  - 4. Ensure that your network and systems comply with specifications that Oracle provides and that all components of your Oracle software environment are accessible through the gateway, VPN, or OWC. Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection.
- q. Designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of your Customer Contacts. Only your Customer Contacts may communicate with Oracle regarding the delivery of Oracle Priority Support.
- r. Apply bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- s. Assist Oracle with maintaining the Joint Contacts and Escalation Guide.
- t. If you purchase Oracle Priority Support for software program releases, you must maintain a current Software Update License & Support contract for all licenses in a license set for which Oracle Priority Support has been acquired. If you have maintained Software Update License & Support and want to purchase Oracle Priority Support for a license set, the licenses do not need to be migrated to current license metrics to do so.

- u. If you purchase Oracle Priority Support for hardware systems, you must maintain a current Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems contract for all of your hardware systems.
- v. If you purchase Oracle Priority Support for Oracle Linux or Oracle VM, you must maintain Oracle Linux Premier Support and/or Oracle Linux Basic Support or Oracle VM Premier Support for all of your Oracle supported systems.

D. Renewal of Oracle Priority Support.

1. If you renew Oracle Priority Support, your renewal fee for such services will be based on the applicable Oracle Priority Support pricing policies in effect at the time of renewal.
2. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.
3. Oracle Priority Support is not subject to the Reinstatement policies stated in the Oracle Software Technical Support Policies.

- E. Fees and Expenses. You agree to pay Oracle the fees for services as identified in your order. All services and payments are noncancelable and nonrefundable.

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

- F. 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.

G. Other.

1. Oracle Priority Support is not available with Oracle Linux Network Support.
2. Oracle Priority Support is not available for all software programs. Please contact your Support Sales Representative for service availability.