### ORACLE

# Oracle Utilities Global Business Unit Professional Services Descriptions

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#### **Oracle Utilities Analytics Insights Custom Advanced Analytic Services**

Part # B75152

#### A. Description of Services

Oracle will make available to you during the Professional Services Period (as defined below) analytics assistance ("Services") for your Oracle Utilities Analytics Insights Cloud Services environment. Such Services may include the following:

- Participate in an initial meeting to provide an overview of the Services, to identify your analytic objective(s) ("Analytic Objective(s)") and to identify the Data Analysis(es) (as defined below) and/or Analytic Calculation(s) (as defined below) to be designed as part of the Services based upon your Analytic Objectives.
- 2. Participate in meetings to review and revise, if necessary, Data Analysis(es) and/or Analytic Calculation(s) and to identify tasks to be performed by you and information reasonably required by Oracle for performance of the Services.
- 3. Design analytics for your Analytic Objective(s) using (i) Data Analysis(es) through spreadsheet exports and slide presentations, and/or (ii) Analytic Calculation(s) which are accessible by your users through your Oracle Utilities Analytics Insights Cloud Services user interface.
- 4. Provide iterations, as mutually agreed to by the project managers, of each Analytic Calculation created to address the Analytic Objective(s).
- 5. Schedule your Analytic Calculation(s), as mutually agreed to by the project managers, to be performed automatically within your Oracle Utilities Analytics Insights Services environment and provide you documented specifications for the Analytic Calculations upon your project manager's request.
- 6. Provide training regarding Oracle Utilities Analytics Insights Cloud Services.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in your order, you acknowledge that Oracle's ability to perform the Services depends upon your fulfillment of the following obligations and the following project assumptions:

- 1. Your Obligations
  - a. 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 the project managers.
  - b. Identify your Analytic Objective(s) and provide input and feedback regarding the Data Analysis(es) and Analytic Calculation(s).
  - c. Provide, in a timely manner, complete and accurate information reasonably required by Oracle to perform the Services.
  - d. Perform, in a timely manner, tasks identified by the project managers as reasonably required for performance of the Services.
  - e. For Services performed onsite, provide access to office accommodations, facilities, and equipment reasonably required to perform the Services.
- 2. <u>Project Assumptions</u>
  - a. During the Professional Services Period, you may use up to a maximum of sixteen (16) hours of Services in any calendar month.
  - b. Data Analysis(es) involve stand-alone analysis(es) of your Analytic Objective(s) conducted outside your Oracle Utilities Analytics Insights Cloud Service user interface.
  - c. Analytic Calculations are algorithms, which are used to generate a list of targets (e.g. meters) for your Analytic Objective(s).

d. The Services described above will be performed remotely. However, at your request, Oracle may agree to conduct onsite visits at your location during the Professional Services Period. In such an event, and in addition to the fees set forth in your order, you agree to reimburse Oracle for all travel and out-of-pocket expenses related to providing any on-site Services. All expenses invoiced hereunder are due and payable in accordance with the payment terms of your order.

#### C. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

#### D. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Analytics Insights Service Bundle Lite Fee**

Part #B80859

#### A. Description of Services

Oracle will provide You with up to forty hours (40) hours of services ("Services") per month related to Your Oracle Utilities Analytics Insights Cloud Service product. Such Services include the following:

- Provide You up to three (3) new Data Analysis(es) (as defined below) or Analytic Calculation(s) (as defined below) per each consecutive twelve (12) month period of service for Your Oracle Utilities Analytics Insights Cloud Services production environment, which include the following tasks:
  - a. Participate in meetings to review and define Data Analysis(es) and/or Analytic Calculation(s) and to identify tasks to be performed by You and information reasonably required by Oracle for performance of the Services.
  - b. Design analytics for Your analytic objective(s) ("Analytic Objective(s)") using (i) Data Analysis(es) through spreadsheet exports and slide presentations, and/or (ii) Analytic Calculation(s) which are accessible by Your users through Your Oracle Utilities Analytics Insights Cloud Service user interface.
  - c. Provide outputs for validation of Your Analytic Calculation(s), as mutually agreed to by the project managers, of each Analytic Calculation created to address the Analytic Objective(s).
  - d. Schedule Your Analytic Calculation(s), as mutually agreed to by the project managers, to be performed automatically within Your Oracle Utilities Analytics Insights Cloud Service production environment and provide You documented specifications for the Analytic Calculations upon Your project manager's request.
- 2. Provide a one-time training covering the Oracle Utilities Analytics Insights Cloud Service prior to Your first use of the products.
- 3. Deliver, up to once for every consecutive three (3) month period of service, an update presentation covering Your Oracle Utilities Analytics Insights Cloud Service product(s) with the following information analytics statistics.
- 4. Up to once for every consecutive three (3) month period of service, review existing Data Analysis(es) and/or Analytic Calculation(s) to identify areas for revision.

- 5. Assign a project manager:
  - a. To respond to program management questions via phone and/or email
  - b. To participate in meetings to identify and schedule tasks to be performed by Oracle.
  - c. To identify tasks to be performed by You and information reasonably required by Oracle for performance of the Services.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

#### 1. Your Obligations

- a. 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 the project managers.
- b. Identify Your Analytic Objective(s) and provide input and feedback regarding the Data Analysis(es) and Analytic Calculation(s).
- c. Provide, in a timely manner, complete and accurate information reasonably required by Oracle to perform the Services.
- d. Perform, in a timely manner, tasks identified by the project managers as reasonably required for performance of the Services.
- e. For Services performed onsite, provide access to office accommodations, facilities, and equipment reasonably required to perform the Services.
- 2. <u>Project Assumptions</u>
  - a. Data Analysis(es) involve stand-alone analysis(es) of Your Analytic Objective(s) conducted outside Your Oracle Utilities Analytics Insights Cloud Service user interface.
  - b. Analytic Calculations are algorithms, which are used to generate a list of targets (e.g. meters) for Your Analytic Objective(s). Analytic Calculations provide logic that correspond to Applications as defined in Oracle Utilities Analytics Insights's Applications list for each module listed here: <u>http://www.oracle.com/us/corporate/contracts/Utilities Analytics Insights-2066875.pdf</u>.
  - c. New Analytic Calculations that do not correspond to defined Oracle Utilities Analytics Insights Applications will be developed at Oracle's discretion, using logic that can be reused at other Oracle Utilities Analytics Insights's clients.
  - d. The Services shall be performed remotely unless otherwise noted in Section A. At Your request, Oracle may agree to conduct onsite visits at Your location during the Professional Services Term defined below.
  - e. Major data changes, such as updates to the format of existing data feeds or the ingestion of new data feeds are not included in scope and may incur additional fees.

#### C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used during the Services Period for the Oracle Utilities Analytics Insights Cloud Service(s), unless otherwise stated in Your order ("Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Analytics Insights Service Bundle Core Fee**

#### Part #B75150

#### A. Description of Services

Oracle will provide You with up to eighty hours (80) hours of services ("Services") per month related to Your Oracle Utilities Analytics Insights Cloud Service product. Such Services include the following:

- 1. Provide You up to six new Data Analysis(es) (as defined below) or Analytic Calculation(s) (as defined below) per each consecutive twelve (12) month period of service for Your Oracle Utilities Analytics Insights Cloud Services production environment, which include the following tasks:
  - a. Participate in meetings to review and define Data Analysis(es) and/or Analytic Calculation(s) and to identify tasks to be performed by You and information reasonably required by Oracle for performance of the Services.
  - b. Design analytics for Your analytic objective(s) ("Analytic Objective(s)") using (i) Data Analysis(es) through spreadsheet exports and slide presentations, and/or (ii) Analytic Calculation(s) which are accessible by Your users through Your Oracle Utilities Analytics Insights Cloud Service user interface.
  - c. Provide outputs for validation of Your Analytic Calculation(s), as mutually agreed to by the project managers, of each Analytic Calculation created to address the Analytic Objective(s).
  - d. Schedule Your Analytic Calculation(s), as mutually agreed to by the project managers, to be performed automatically within Your Oracle Utilities Analytics Insights Cloud Service production environment and provide You documented specifications for the Analytic Calculations upon Your project manager's request.
- 2. Provide a one-time training regarding Oracle Utilities Analytics Insights Cloud Service prior to the first use of the products.
- 3. Deliver up to once per each consecutive three (3) month period of service, an update presentation on Your Oracle Utilities Analytics Insights Cloud Service product(s) with the following information analytics statistics.
- 4. Up to once every consecutive three (3) month period of service, review existing Data Analysis(es) and/or Analytic Calculation(s) to identify areas for revision.
- 5. Assign a project manager:
  - a. To respond to program management questions via phone and/or email
  - b. To participate in meetings to identify and schedule tasks to be performed by Oracle.
  - c. To identify tasks to be performed by You and information reasonably required by Oracle for performance of the Services.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions:

#### 1. Your Obligations

- a. 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 the project managers.
- b. Identify Your Analytic Objective(s) and provide input and feedback regarding the Data
- c. Analysis(es) and Analytic Calculation(s).
- d. Provide, in a timely manner, complete and accurate information reasonably required by Oracle to perform the Services.
- e. Perform, in a timely manner, tasks identified by the project managers as reasonably required for performance of the Services.
- f. For Services performed onsite, provide access to office accommodations, facilities, and equipment reasonably required to perform the Services.
- 2. Project Assumptions
  - a. Data Analysis(es) involve stand-alone analysis(es) of Your Analytic Objective(s) conducted outside Your Oracle Utilities Analytics Insights Cloud Service user interface.
  - b. Analytic Calculations are algorithms, which are used to generate a list of targets (e.g. meters) for Your Analytic Objective(s). Analytic Calculations provide logic that correspond to Applications as defined in Oracle Utilities Analytics Insights's Applications list for each module, listed here: <u>http://www.oracle.com/us/corporate/contracts/Utilities Analytics Insights-2066875.pdf</u>
  - c. New Analytic Calculations that do not correspond to defined Oracle Utilities Analytics Insights Applications will be developed at Oracle's discretion, using logic that can be reused at other Oracle Utilities Analytics Insights's clients.
  - d. The Services shall be performed remotely unless otherwise noted in Section A. At Your request, Oracle may agree to conduct onsite visits at Your location during the Professional Services Term defined below.
  - e. Major data changes, such as updates to the format of existing data feeds or the ingestion of new data feeds are not included in scope and may incur additional fees.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. <u>Unused Services</u>

The Services must be used during a Services Period for Oracle Utilities Analytics Insights Cloud Service(s), unless otherwise stated in Your order ("Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Analytics Insights Extended Advanced Analytic Services**

Part # B75151

A. <u>Description of Services</u>

Oracle will make available to you during the Professional Services Period (as defined below) analytics assistance ("Services") for your Oracle Utilities Analytics Insights Cloud Services environment. Such Services may include the following:

- 1. Participate in an initial meeting to provide an overview of the Services, to identify your analytic objective(s) ("Analytic Objective(s)") and to identify the Data Analysis(es) (as defined below) and/or Analytic Calculation(s) (as defined below) to be designed as part of the Services based upon your Analytic Objectives.
- 2. Participate in meetings to review and revise, if necessary, Data Analysis(es) and/or Analytic Calculation(s) and to identify tasks to be performed by you and information reasonably required by Oracle for performance of the Services.
- 3. Design analytics for your Analytic Objective(s) using (i) Data Analysis(es) through spreadsheet exports and slide presentations, and/or (ii) Analytic Calculation(s) which are accessible by your users through your Oracle Utilities Analytics Insights Cloud Services user interface.
- 4. Provide iterations, as mutually agreed to by the project managers, of each Analytic Calculation created to address the Analytic Objective(s).
- 5. Schedule your Analytic Calculation(s), as mutually agreed to by the project managers, to be performed automatically within your Oracle Utilities Analytics Insights Services environment and provide you documented specifications for the Analytic Calculations upon your project manager's request.
- 6. Provide training regarding Oracle Utilities Analytics Insights Cloud Services.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in your order, you acknowledge that Oracle's ability to perform the Services depends upon your fulfillment of the following obligations and the following project assumptions:

- 1. Your Obligations
  - a. 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 the project managers.
  - b. Identify your Analytic Objective(s) and provide input and feedback regarding the Data Analysis(es) and Analytic Calculation(s).
  - c. Provide, in a timely manner, complete and accurate information reasonably required by Oracle to perform the Services.
  - d. Perform, in a timely manner, tasks identified by the project managers as reasonably required for performance of the Services.
  - e. For Services performed onsite, provide access to office accommodations, facilities, and equipment reasonably required to perform the Services.
- 2. Project Assumptions
  - a. During the Professional Services Period, you may use up to a maximum of one hundred sixty (160) hours of Services in any calendar month.
  - b. Data Analysis(es) involve stand-alone analysis(es) of your Analytic Objective(s) conducted outside your Oracle Utilities Analytics Insights Cloud Service user interface.
  - c. Analytic Calculations are algorithms, which are used to generate a list of targets (e.g. meters) for your Analytic Objective(s).
  - d. The Services described above will be performed remotely. However, at your request, Oracle may agree to conduct onsite visits at your location during the Professional Services Period. In such an event, and in addition to the fees set forth in your order, you agree to reimburse Oracle for all travel and out-of-pocket expenses related to providing any on-site Services.

All expenses invoiced hereunder are due and payable in accordance with the payment terms of your order.

#### C. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

D. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Analytics Insights Implementation Service**

Part # B85321 [US and Canada Only]

A. <u>Description of Services</u>

Oracle will make available to you during the Professional Services Period (as defined below) the following services ("Services") related to the Oracle Utilities Analytics Insights modules in your Oracle Utilities Analytics Insights Cloud Service environment:

- 1. Participate in up to two (2) pre-workshop introductory telephone calls for up to four (4) hours in total duration with your designated participants to discuss your data sources and specific data elements.
- 2. Participate in up to two (2) data gathering workshops for up to eight (8) hours in total duration with your designated participants to discuss interface specifications for the Interfaces (as defined below) (collectively, "Workshop(s)").
- 3. Create Interface specifications, as mutually agreed to by the project managers, based upon the Workshop(s).
- 4. Configure up to two (2) head-end system files (listed in the Approved Head End Systems table in the Oracle Utilities Analytics Insights Program Document) and one (1) Customer Information System ("CIS") system file (listed in the Approved CIS Systems table in the Oracle Utilities Analytics Insights Program Document) in your Oracle Utilities Analytics Insights Cloud Service environment (collectively, "Interfaces").
- 5. Provide up to fifteen (15) person days to assist you with the deployment of the Interfaces and address user login and operational issues related to the Interfaces.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in your order, you acknowledge that Oracle's ability to perform the Services depends upon your fulfillment of the following obligations and project assumptions:

- 1. Your Data Obligations
  - a. Provide Oracle data via secure file transfer protocol ("SFTP") from your head-end system(s) using a file format listed in the Head End Systems table available in the Oracle Utilities Analytics Insights Program Document.
  - b. Provide Oracle data via secure file transfer protocol ("SFTP") from your CIS system using a flat file format listed in the CIS Systems table in the Oracle Utilities Analytics Insights Program Document.

- c. Provide necessary and appropriate data, (e.g., test data, configuration data, samples of daily files for all Interfaces, historical data for the Services, in a format as requested by Oracle.
- d. Perform data cleansing before providing any data to Oracle.
- 2. Your General Obligations
  - a. 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 the project managers.
  - b. If while performing the Services, Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.
  - c. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as necessary to perform the Services.
  - d. Provide designated participants for the Workshop(s), which will include members of your Information Technology ("IT") support team as required by Oracle for the performance of the Services.
  - e. Identify, schedule, and facilitate the necessary requirements gathering analysis, design, and deployment planning sessions with your business user and IT representatives and project team members.
  - f. Ensure your designated participants for the Workshop(s) understand the Oracle Utilities Analytics Insights architecture and Services approach and participate in all aspects of the project.
  - g. Maintain an executive sponsor. The executive sponsor assumes a position of responsibility about the obligations you are tasked with. To accommodate this responsibility, the executive sponsor shall: (i) establish a direct line of communication with Oracle in order to discuss the Services (both in an informal capacity and in a formal steering committee capacity); and (ii) be empowered to make timely decisions on your behalf on all relevant issues.
  - h. You agree to make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that you are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the services from Oracle's global locations.
  - i. Provide responses to questions that Oracle may submit to you in a timely manner.

#### 3. <u>Project Assumptions</u>

- a. Any service not expressly identified in the Description of Services section above is not included in the scope of Services, including, without limitations:
  - i. Data cleansing
  - ii. Data sources not specified in the Oracle Utilities Analytics Insights Program Document
- b. The deployment of the Interfaces will occur in a single production environment.
- c. Oracle's Services shall be performed remotely unless noted otherwise in Section A. At Your request, Oracle may agree to conduct onsite visits at Your location during the Professional Services Period defined below.

#### C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out of pocket expenses related to providing any on-site Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

E. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Analytics Insights Standard Edition Implementation Service**

Part # B58322

#### A. Description of Services

Oracle will make available to you during the Professional Services Period (as defined below) up to one hundred forty-seven (147) hours of functional and technical assistance with any of the following activities related to the Oracle Utilities Analytics Insights modules in your Oracle Utilities Analytics Insights Cloud Services environment ("Services"):

- 1. Participate in pre-workshop introductory telephone calls, with your designated participants to discuss your data sources and specific data elements.
- 2. Participate in data gathering workshops to discuss interface specifications for interfaces between your data sources and your Oracle Utilities Analytics Insights Cloud Services environment ("Interfaces") with your designated participants (collectively, "Workshop(s)").
- 3. Assist you with the creation of Interface specifications, as mutually agreed to by the project managers, based upon the Workshop(s).
- 4. Assist you to answer your questions and address items resulting from the Workshop(s)
- 5. Assist you in configuring Interface files for your Oracle Utilities Analytics Insights Cloud Services environment.
- 6. Assist you with the deployment of the Interfaces and address user login and operational issues related to the Interfaces.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in your order, you acknowledge that Oracle's ability to perform the Services depends upon your fulfillment of the following obligations and project assumptions:

- 1. Your Obligations
  - a. 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 the project managers.
  - b. If while performing the Services, Oracle requires access to other vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.
  - c. Provide Oracle with access to data structures, documentation, applications, databases, and artifacts as necessary to perform the Services.
  - d. Provide designated participants for the Workshop(s) which will include members of your Information Technology ("IT") support team as required by Oracle for the performance of the Services.

- e. Identify, schedule, and facilitate the necessary requirements gathering analysis, design, and deployment planning sessions with your business user and IT representatives and project team members.
- f. Ensure your designated participants for the Workshop(s) understand the Oracle Utilities Analytics Insights architecture and Services approach and participate in all aspects of the project.
- g. Maintain an executive sponsor. The executive sponsor assumes a position of responsibility in regard to the obligations you are tasked with. To accommodate this responsibility, the executive sponsor shall: (i) establish a direct line of communication with Oracle in order to discuss the Services (both in an informal capacity and in a formal steering committee capacity); and (ii) be empowered to make timely decisions on your behalf on all relevant issues.
- h. You agree to make reasonable efforts to limit Oracle's access to personal data to the minimum necessary to accomplish the intended purposes. You acknowledge that you are solely responsible for providing any required notices and obtaining any required consents for the processing or transfers of personal data. You acknowledge that Oracle may provide the services from Oracle's global locations.
- i. Provide responses to questions that Oracle may submit to you in a timely manner.
- 2. Project Assumptions
  - a. Any service not expressly identified in the Description of Services section above is not included in the scope of Services.
  - b. The deployment will occur in a single production environment.
  - c. Services will be performed remotely from Oracle locations.
- C. Unused Services

The Services must be used within twelve (12) months from your order's signature date, unless otherwise stated in your order ("Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

#### D. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Technical Master Services**

#### Part # B87363

#### A. <u>Description of Services</u>

Oracle will provide You with up to forty (40) hours for each week ordered of technical professional services assistance related to Your Oracle Utilities application deployment ("Services"). Services may include assistance with any of the following:

- 1. Based on the information provided by You, Oracle will provide a list of requirements for delivery of the Services prior to the start of the delivery.
- 2. Performance bottleneck analysis:
  - a. Database configuration and performance analysis;
  - b. Identifying operating system and storage related performance/stability issues;
  - c. Hardware sizing as it pertains to Your Oracle Utilities application; and

- d. Application configuration and application configuration tool usage.
- 3. Infrastructure review:
  - a. Technical architecture and topology review; and
  - b. Service Oriented Architecture (SOA) Suite based integration usage analysis and tuning.
- 4. Information Technology Operations review:
  - a. Monitoring strategies, problem diagnosis, and/or batch schedule configuration.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and project assumptions:

- 1. Your Obligations
  - a. Provide Oracle access to Your test environment as required for the performance of Services.
  - b. Provide the necessary information, system access and access to other documents and repositories requested by Oracle immediately at the start of the engagement.
  - c. Provide to Oracle the list of issues that You would like Oracle to address.
  - d. Implement the list of requirements provided by Oracle that must be implemented by You in preparation of the engagement.
- 2. Project Assumptions
  - a. All communications and documentation will be in English.
  - b. Development of new application components is not included in the Services.
  - c. Data migration is not included in the Services.
  - d. Configuration or training of third party applications is not included in the Services.
  - e. Any Services not expressly included in the above Description of Services are considered out of scope. Project management is not included in the Services.
- C. <u>Expenses</u>

Oracle's Services fees do not include expenses. At Your request, Oracle may agree to conduct onsite visits at Your location during the Professional Services Period. In such an event, and in addition to the fees set forth in Your order, You agree to reimburse Oracle for all travel and out-of-pocket expenses related to providing any on-site Services. All expenses invoiced hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Project Management

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

#### E. <u>Unused Services</u>

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). 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 use the fees for any Services other than the Services stated herein.

#### **Oracle Utilities Industry Master Services**

Part # B87364

#### A. <u>Description of Services</u>

Oracle will provide You with up to forty (40) hours for each week ordered of functional professional services assistance related to Your Oracle Utilities application deployment ("Services"). Services may include assistance with any of the following:

- 1. Based on the information provided by You, Oracle will provide a list of requirements for delivery of the Services prior to the start of the delivery.
- 2. Application design review
  - a. Review application design and customizations for unnecessary variations from base;
  - b. Identify processes that vary from standard industry practices; and
  - c. Recommend design changes.
- 3. Provide experienced assistance in the following areas:
  - a. Oracle Utilities application design;
  - b. Cloud migration strategy;
  - c. Edge of grid consulting; and
  - d. Billing, metering and customer experience consulting.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and project assumptions:

- 1. Your Obligations
  - a. Provide Oracle access to Your test environment as required for the performance of Services.
  - b. Provide the necessary information, system access and access to other documents and repositories requested by Oracle immediately at the start of the engagement.
  - c. Provide to Oracle the list of issues that You would like Oracle to address.
  - d. Implement the list of requirements provided by Oracle that must be implemented by You in preparation of the engagement.
- 2. Project Assumptions
  - a. All communications and documentation will be in English.
  - b. Development of new application components is not included in the Services.
  - c. Data migration is not included in the Services.
  - d. Any Services not expressly included in the above Description of Services are considered out of scope.
  - e. Configuration or training of third party applications is not included in the Services.
  - f. Project management is not included in the Services.
  - g. Oracle's Services fees do not include expenses. At Your request, Oracle may agree to conduct onsite visits at Your location during the Professional Services Period. In such an event, and in addition to the fees set forth in Your order, You agree to reimburse Oracle for all travel and out-of-pocket expenses related to providing any on-site Services. All expenses invoiced hereunder are due and payable in accordance with the payment terms of Your order.
- C. <u>Expenses</u>

Oracle's Services fees do not include expenses. At Your request, Oracle may agree to conduct onsite visits at Your location during the Professional Services Period. In such an event, and in addition to the fees set forth in Your order, You agree to reimburse Oracle for all travel and out-of-pocket expenses related to providing any on-site Services. All expenses invoiced hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Project Management

You shall designate a project manager who shall be solely responsible for project management associated with this order and the direction of Services provided to You by Oracle under this order. Oracle shall provide Services under this order under the direction of such project manager, who shall make all decisions in connection with project management and direction of Services under this order.

#### E. Unused Services

The Services must be used within three (3) months from Your order's signature date, unless otherwise stated in Your order ("Professional Services Period"). 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 use the fees for any Services other than the Services stated herein.

#### **Utilities Integrated Managed Services (UIMS) Definitions**

The following definitions apply to the service descriptions listed in this document:

TERM	DEFINITION
"Batch Run Book"	A document describing the operational procedures undertaken on a daily, weekly and monthly basis to monitor the batch processes and recover from common Incidents. This document will, at a minimum, detail the overnight batch processes.
"Batch Window"	The maximum duration the overnight batch processes can consume without impacting daytime activities.
"CEMLI"	A term for configurations, extensions, modifications, localizations and integration and refers to software that changes, enhances, modifies, extends or localizes an Oracle program module based upon customer-specific functional requirements. A CEMLI can also be referred to as a customization.
"Help Desk Plan"	A document describing the processes and procedures followed in the event of an Incident, including any management and associated escalation processes.
"Incident"	An unplanned disruption or degradation of Service.
"Interface Run Book"	<ul> <li>A document describing the interfaces connected to the applicable Oracle Utilities Cloud Service ("Cloud Service"), including:</li> <li>Connectivity to other environments.</li> <li>Frequency of interface flows.</li> <li>Monitoring mechanisms. Recovery procedures for common interface incidents.</li> </ul>
"Incident Management"	A process for identifying and addressing Incidents.

TERM	DEFINITION
"Major Update"	A scheduled release that contains new or changed features in the base product. Major Updates are less frequent than Minor Updates.
"Minor Update"	A regularly planned release that contains patches and/or maintenance releases to the base product.
"Service Request" or "SR"	A written definition of an Incident that requires action to address.
"Solution Center Plan"	A document describing the configuration of Your Cloud Service.

#### **Oracle Utilities Batch Monitoring Cloud Service Setup**

Part Number: B92076

A. Description of Services

Oracle will provide the following batch monitoring setup Services related to Your Cloud Service. The "Professional Service Period" for this Service is one (1) month.

- 1. Create a Batch Run Book documenting the following:
  - a. The batch process configured based on a review and analysis of Your automated batch scheduler.
  - b. The maximum number of parallel processes.
  - c. The expected duration of each process with interim waypoints as applicable under full production load.
  - d. The monitoring processes and monitoring events that have been configured.
  - e. Any known common failure conditions (Incidents) with root cause where remedial actions are defined for the known failure conditions.
  - f. Items reported daily upon completion of the batch cycle.
  - g. Change and approval processes for batch schedule adjustments.
- B. Your Obligations and Project Assumptions
- 1. Your Obligations
  - a. Provide access to a functional architect with detailed knowledge of the batch processes and the configuration of the batch scheduler.
  - b. Confirm the accuracy and correctness of documentation contained in Your Batch Run Book.
  - c. If the Oracle batch monitoring team is required to use Your Incident management software, provide documentation, training and access to an English language portal to the Incident management software (including any necessary licenses).
- 2. Project Assumptions
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle will not require access to production transactional data in order to perform these Services.
  - c. You have maintained the production software version within one version of the current. You have maintained the patch level for all Oracle software products within one version of the current patch level.
  - d. All Services are provided in English and all documentation is provided in English.

- e. Oracle's product batch scheduler is configured and is invoked automatically from the batch scheduler and includes any pre-batch or preparatory activities to trigger the batch processes.
- f. The overnight batch processes have been stabilized and proven to complete reliably within the batch window, including any changes made to the content of the overnight batch processes.
- g. The batch monitoring team members are authorized and trained in the use of the Incident Management software so that they can initiate an Incident ticket should a batch failure occur.

#### C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Batch Monitoring Cloud Service Basic – Monthly**

Part Number: B91929

#### A. Description of Services

Oracle will provide the following batch monitoring Services related to Your Cloud Service for up to three (3) concurrent overnight batch cycles in Your production environment on Monday – Friday from 18:00 to 06:00 Your local time ("Coverage Period"). The "Professional Service Period" for this Service is twelve (12) months.

- 1. Oracle will provide batch monitoring services as follows:
  - a. Production overnight batch monitoring:
    - i. Following the batch execution steps defined in Your Batch Run Book, confirm and log scheduled start of the production overnight batch process.
    - ii. Monitor the production batch process execution against interim waypoints and monitoring events defined in Your Batch Run Book.
    - iii. Provide a daily report on the production overnight batch cycle completion status, noting data identified in Your Batch Run Book.
  - b. Production batch triage and remediation:
    - i. Upon identification of a production batch Incident within the Coverage Period, conduct initial triage to identify root cause of production batch Incident.
    - ii. If Incident root cause is identified in Your Batch Run Book and the Oracle batch monitoring team is authorized to execute the remedial path, follow defined remedial path to correct known Incident as defined in the Batch Run Book.

- iii. After remedial path has been executed, perform processes and activities, if applicable, to clean-up and restart batch following guidance in Your Batch Run Book.
- iv. If remedial path is not defined in the Batch Run Book or if Incident root cause is not known as a result of triage activities, create an SR and invoke Your Incident management process to engage Your appropriate resources to triage and remedy the Incident.
- c. Batch schedule maintenance:
  - i. Upon receipt of a written request from Your operations manager, update the overnight batch schedule to reflect additions, deletions or parameter changes to the batch sequence. Oracle will provide this update up to once per calendar month; this update will require at least five (5) business days' notice in advance of the date of change. Upon mutual agreement of the parties regarding the change requested, Oracle will update Your Batch Run Book to reflect the change request.
  - ii. Upon receipt of a written request from Your operations manager, temporarily update the overnight batch schedule to follow a different batch sequence for a period not to exceed one calendar week. At the end of the period, Oracle will restore the original batch schedule. Oracle will provide this temporary update up to once per calendar month; this temporary update will require at least one (1) calendar day notice in advance of the date of the change. Oracle will document the temporary change in Your Batch Run Book in the temporary change log section.
  - iii. Should an Incident be in progress at the termination of the Coverage Period, a handover will be undertaken to transfer details and triage information gathered on the Incident to Your team assuming responsibility as documented in Your Batch Run Book.
- B. Your Obligations and Project Assumptions
- 1. Your Obligations
  - a. Provide access to a functional architect with detailed knowledge of the batch processes and the configuration of the batch scheduler.
  - b. For non-production environments, monitor all batch processes and correct any batch Incidents that occur (whether manually or automatically initiated).
  - c. Monitor and provide Incident management for production batch for the periods outside of the Coverage Period.
  - d. If an Incident recurs due to a defect in a component of the Cloud Service, take action to correct the defect and remove the recurring Incident.
  - e. Correct Your business data as reasonably requested by Oracle to address an identified problem.
  - f. Undertake necessary activities to resolve SRs assigned to You.
  - g. Monitor the overnight batch duration trend and take action to address growth in the duration of the overnight batch before the batch duration exceeds the batch window documented in Your Batch Run Book.
  - h. If the Oracle batch monitoring team is required to use Your Incident management software, provide documentation, training and access to an English language portal to the Incident management software (including any necessary licenses).
  - i. If You request an adjustment to the batch schedule per section A.1.c.i or A.1.c.ii above, test the revised schedule to confirm that the revision will attain Your desired results.
- 2. Project Assumptions
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.

- b. Oracle will not require access to production transactional data in order to perform these Services.
- c. The production software version is maintained within one version of the current. The patch level for all Oracle software products is maintained within one version of the current patch level.
- d. All Services are provided in English and all documentation is provided in English.
- e. The overnight batch processes have been stabilized and proven to complete reliably within the batch window, including any changes made to the content of the overnight batch processes.
- f. Service will not begin until operational readiness test review has passed.
- g. The overnight batch process is invoked automatically from the batch scheduler and includes any pre-batch or preparatory activities.
- h. The Batch Run Book is completed in advance of commencement of monitoring Services and is maintained with each change made to the software or its configuration that impacts batch operations.
- i. All batch monitoring events are configured during the initial implementation and configuration of the system and are documented in the Batch Run Book.
- j. Any changes or additional monitoring events configured during the Professional Service Period are also documented in the Batch Run Book and a new version published in advance of the events being added to the Oracle batch monitoring team's scope.
- k. Changes requested to the batch cycle may be rejected by Oracle if they cause the scope to exceed the scope of this order.
- 1. The Oracle batch monitoring team members are authorized and trained in the use of the Incident Management software so that they can initiate an Incident ticket in the event of a batch failure.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Batch Monitoring Cloud Service Standard – Monthly**

Part Number: B91930

#### A. Description of Services

Oracle will provide the following batch monitoring Services related to Your Cloud Service for up to three (3) concurrent overnight batch cycles in Your production environment on Monday – Sunday from 18:00

to 06:00 Your local time ("Coverage Period"). The "Professional Service Period" for this Service is twelve (12) months.

- 1. Oracle will provide batch monitoring services as follows:
  - a. Production overnight batch monitoring:
    - i. Following the batch execution steps defined in Your Batch Run Book, confirm and log scheduled start of the production overnight batch process.
    - ii. Monitor the production batch process execution against interim waypoints and monitoring events defined in Your Batch Run Book.
    - iii. Provide a daily report on the production overnight batch cycle completion status, noting data identified in Your Batch Run Book.
  - b. Production batch triage and remediation:
    - i. Upon identification of a production batch Incident within the Coverage Period, conduct initial triage to identify root cause of production batch Incident.
    - ii. If Incident root cause is identified in Your Batch Run Book and the Oracle batch monitoring team is authorized to execute the remedial path, follow defined remedial path to correct known Incident as defined in the Batch Run Book.
    - iii. After remedial path has been executed, perform processes and activities, if applicable, to clean-up and restart batch following guidance in Your Batch Run Book.
    - iv. If remedial path is not defined in the Batch Run Book or if Incident root cause is not known as a result of triage activities, create an SR and invoke Your Incident management process to engage Your appropriate resources to triage and remedy the Incident.
  - c. Batch schedule maintenance:
    - i. Upon receipt of a written request from Your operations manager, update the overnight batch schedule to reflect additions, deletions or parameter changes to the batch sequence. Oracle will provide this update up to once per calendar month; this update will require at least five (5) business days' notice in advance of the date of change. Upon mutual agreement of the parties regarding the change requested, Oracle will update Your Batch Run Book to reflect the change request.
    - ii. Upon receipt of a written request from Your operations manager, temporarily update the overnight batch schedule to follow a different batch sequence for a period not to exceed one calendar week; at the end of the period, Oracle will restore the original batch schedule. Oracle will provide this temporary update up to once per calendar month; this temporary update will require at least one (1) calendar day notice in advance of the date of the change. Oracle will document the temporary change in Your Batch Run Book in the temporary change log section.
    - iii. Should an Incident be in progress at the termination of the Coverage Period, a handover will be undertaken to transfer details and triage information gathered on the Incident to Your team assuming responsibility as documented in Your Batch Run Book.
- B. Your Obligations and Project Assumptions
- 1. Your Obligations
  - a. Provide access to a functional architect with detailed knowledge of the batch processes and the configuration of the batch scheduler.
  - b. For non-production environments, monitor all batch processes and correct any batch Incidents that occur (whether manually or automatically initiated).
  - c. Monitor and provide Incident management for production batch for the periods outside of the Coverage Period.

- d. If an Incident recurs due to a defect in a component of the Cloud Service, take action to correct the defect and remove the recurring Incident.
- e. Correct Your business data as reasonably requested by Oracle to address an identified problem.
- f. Undertake necessary activities to resolve SRs assigned to You.
- g. Monitor the overnight batch duration trend and take action to address growth in the duration of the overnight batch before the batch duration exceeds the batch window documented in Your Batch Run Book.
- h. If the Oracle batch monitoring team is required to use Your Incident management software, provide documentation, training and access to an English language portal to the Incident management software (including any necessary licenses).
- i. If You request an adjustment to the batch schedule per section A.1.c.i or A.1.c.ii above, test the revised schedule to confirm that the revision will attain Your desired results.
- 2. Project Assumptions
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle will not require access to production transactional data in order to perform these Services.
  - c. The production software version is maintained within one version of the current. The patch level for all Oracle software products is maintained within one version of the current patch level.
  - d. All Services are provided in English and all documentation is provided in English.
  - e. The overnight batch processes have been stabilized and proven to complete reliably within the batch window, including any changes made to the content of the overnight batch processes.
  - f. Service will not begin until operational readiness test review has passed.
  - g. The overnight batch process is invoked automatically from the batch scheduler and includes any pre-batch or preparatory activities.
  - h. The Batch Run Book is completed in advance of commencement of monitoring Services and is maintained with each change made to the software or its configuration that impacts batch operations.
  - i. All batch monitoring events are configured during the initial implementation and configuration of the system and are documented in the Batch Run Book.
  - j. Any changes or additional monitoring events configured during the Professional Service Period are also documented in the Batch Run Book and a new version published in advance of the events being added to the Oracle batch monitoring team's scope.
  - k. Changes requested to the batch cycle may be rejected by Oracle if they cause the scope to exceed the scope of this order.
  - 1. The Oracle batch monitoring team members are authorized and trained in the use of the Incident Management software so that they can initiate an Incident ticket in the event of a batch failure.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Batch Monitoring Cloud Service Premium – Monthly**

Part Number: B91931

#### A. <u>Description of Services</u>

Oracle will provide the following batch monitoring Services related to Your Cloud Service for up to three (3) concurrent overnight batch cycles in Your production environment on Monday – Sunday twenty four (24) hours per day ("Coverage Period"). The "Professional Service Period" for this Service is twelve (12) months.

- 1. Oracle will provide batch monitoring services as follows:
  - a. Production overnight batch monitoring:
    - i. Following the batch execution steps defined in Your Batch Run Book, confirm and log scheduled start of the production overnight batch process.
    - ii. Monitor the production batch process execution against interim waypoints and monitoring events defined in Your Batch Run Book.
    - iii. Provide a daily report on the production overnight batch cycle completion status, noting data identified in Your Batch Run Book.
  - b. Production batch triage and remediation:
    - i. Upon identification of a production batch Incident within the Coverage Period, conduct initial triage to identify root cause of production batch Incident.
    - ii. If Incident root cause is identified in Your Batch Run Book and the Oracle batch monitoring team is authorized to execute the remedial path, follow defined remedial path to correct known Incident as defined in the Batch Run Book.
    - iii. After remedial path has been executed, perform processes and activities, if applicable, to clean-up and restart batch following guidance in Your Batch Run Book.
    - iv. If remedial path is not defined in the Batch Run Book or if Incident root cause is not known as a result of triage activities, create an SR and invoke Your Incident management process to engage Your appropriate resources to triage and remedy the Incident.
  - c. Batch schedule maintenance:
    - i. Upon receipt of a written request from Your operations manager, update the overnight batch schedule to reflect additions, deletions or parameter changes to the batch sequence. Oracle will provide this update up to once per calendar month; this update will require at least five (5) business days' notice in advance of the date of change. Upon mutual agreement of the parties regarding the change requested, Oracle will update Your Batch Run Book to reflect the change request.
    - ii. Upon receipt of a written request from Your operations manager, temporarily update the overnight batch schedule to follow a different batch sequence for a period, not to exceed one calendar week. At the end of the period, Oracle will restore the original

batch schedule. Oracle will provide this temporary update up to once per calendar month; this temporary update will require at least one (1) calendar day notice in advance of the date of the change. Oracle will document the temporary change in Your Batch Run Book in the temporary change log section.

- B. Your Obligations and Project Assumptions
- 1. Your Obligations
  - a. Provide access to a functional architect with detailed knowledge of the batch processes and the configuration of the batch scheduler.
  - b. For non-production environments, monitor all batch processes and correct any batch Incidents that occur (whether manually or automatically initiated).
  - c. If an Incident recurs due to a defect in a component of the Cloud Service, take action to correct the defect and remove the recurring Incident.
  - d. Correct Your business data as reasonably requested by Oracle to address an identified problem.
  - e. Undertake necessary activities to resolve SRs assigned to You.
  - f. Monitor the overnight batch duration trend and take action to address growth in the duration of the overnight batch before the batch duration exceeds the batch window documented in Your Batch Run Book.
  - g. If the Oracle batch monitoring team is required to use Your Incident management software, provide documentation, training and access to an English language portal to the Incident management software (including any necessary licenses).
  - h. If You request an adjustment to the batch schedule per section A.1.c.i or A.1.c.ii above, test the revised schedule to confirm the revision will attain Your desired results.
- 2. <u>Project Assumptions</u>
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle will not require access to production transactional data in order to perform these Services.
  - c. The production software version is maintained within one version of the current. The patch level for all Oracle software products is maintained within one version of the current patch level.
  - d. All Services are provided in English and all documentation is provided in English.
  - e. The overnight batch processes have been stabilized and proven to complete reliably within the batch window, including any changes made to the content of the overnight batch processes.
  - f. Service will not begin until operational readiness test review has passed.
  - g. The overnight batch process is invoked automatically from the batch scheduler and includes any pre-batch or preparatory activities.
  - h. The Batch Run Book is completed in advance of commencement of monitoring Services and is maintained with each change made to the software or its configuration that impacts batch operations.
  - i. All batch monitoring events are configured during the initial implementation and configuration of the system and are documented in the Batch Run Book.
  - j. Any changes or additional monitoring events configured during the Professional Service Period are also documented in the Batch Run Book and a new version published in advance of the events being added to the Oracle batch monitoring team's scope.
  - k. Changes requested to the batch cycle may be rejected by Oracle if they cause the scope to exceed the scope of this order.

1. The Oracle batch monitoring team members are authorized and trained in the use of the Incident Management software so that they can initiate an Incident ticket in the event of a batch failure occur.

#### C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Interface Monitoring Cloud Service Setup**

Part Number: B92077

#### A. <u>Description of Services</u>

Oracle will provide the following interface monitoring setup Services related to Your Cloud Service. The "Professional Service Period" for this Service is one (1) month.

- 1. Create an Interface Run Book documenting the following:
  - a. The interface connectivity.
  - b. The expected interface data flow frequency and volumes, as applicable, under full production load.
  - c. The monitoring processes and monitoring events that have been configured.
  - d. Any known common failure conditions with root cause (Incidents) where remedial actions are defined for the known failure conditions.
  - e. The change and approval process for interface monitoring adjustments.
- B. <u>Obligations and Assumptions</u>
- 1. Your Obligations
  - a. Provide access to a technical architect with detailed knowledge of the interface connectivity and the configuration of the interfaces.
  - b. Confirm the accuracy and correctness of documentation contained in Your Batch Run Book.
  - c. If the Oracle interface monitoring team is required to use Your Incident management software to route Incidents for Your action, provide documentation, training and access to an English language portal to the Incident management software (including any necessary licenses).
- 2. <u>Project Assumptions</u>
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle shall not require access to production transactional data in order to perform these Services.

- c. You have maintained the production software version within one version of the current. You have maintained the patch level for all Oracle software products within one version of the current patch level.
- d. All Services are provided in English and all documentation is provided in English.
- e. The Oracle interface monitoring team members are authorized and trained in the use of the Incident Management software so that that they can initiate an Incident ticket in the event that an interface failure occurs.
- f. The following interfaces are candidates for inclusion in the Interface Monitoring Cloud Service:
  - Flat File Interfaces

i.

- a. Accounts payable download
- b. Bill print/letters
- c. Collection agency
- d. DataRaker
- e. Direct debit
- f. General ledger download
- g. Geographic Information System (GIS) data sync
- h. Opower
- i. Paymentus credit card vendor
- j. Payment upload
- k. Scalar meter read download/upload
- I. Advanced Metering Interface (AMI) reads, AMI events and manual meter reads
- ii. Web Services Interfaces
  - a. Accounts payable upload
  - b. Customer service applications
  - c. Digital Self Service
  - d. Field/Mobile workforce system
  - e. Interactive Voice Response (IVR)
  - f. On-Premise meter data management
  - g. Network/Outage Management System
  - h. Outbound customer messages
  - i. Work and Asset Management
  - j. Customer Information System (CIS) bill determinants
  - k. CIS master data
  - I. Smart meter commands
- iii. Business Process Automation (BPA) Script
  - a. Computer telephony integration hooks
- iv. User Interface Map
  - b. Point of sale integration
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The Services must be used within the Professional Services Period. 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Interface Monitoring Cloud Service Basic – Monthly**

Part Number: B91932

#### A. Description of Services

Oracle will provide the following interface monitoring service for the following standard interfaces applicable to Your Cloud Service, if configured:

- i. Flat File Interfaces
  - a. Accounts payable download
  - b. Bill print/letters
  - c. Collection agency
  - d. DataRaker
  - e. Direct debit
  - f. General ledger download
  - g. Geographic Information System (GIS) data sync
  - h. Opower
  - i. Paymentus credit card vendor
  - j. Payment upload
  - k. Scalar meter read download/upload
  - 1. Advanced Metering Interface (AMI) reads, AMI events and manual meter reads
- ii. Web Services Interfaces
  - a. Accounts payable upload
  - b. Customer service applications
  - c. Digital Self Service
  - d. Field/Mobile workforce system
  - e. Interactive Voice Response (IVR)
  - f. On-Premise meter data management
  - g. Network/Outage Management System
  - h. Outbound customer messages
  - i. Work and Asset Management
  - j. Customer Information System (CIS) bill determinants
  - k. CIS master data
  - I. Smart meter commands
  - Business Process Automation (BPA) Script
    - a. Computer telephony integration hooks
- iv. User Interface Map
  - a. Point of sale integration

Monitoring will be performed on Your production environment on Monday – Friday from 18:00-06:00 Your local time ("Coverage Period"). The Professional Service Period for this Service is twelve (12) months.

iii.

- 1. Oracle will provide interface monitoring services as follows:
  - a. Production interface monitoring:
    - i. Monitor interface flows during the Coverage Period against frequency and volumes defined in the Interface Run Book.
  - b. Production interface triage and remediation:
    - i. Upon identification of a production interface Incident within monitoring scope, conduct initial triage to identify root cause of production interface Incident.
    - ii. If Incident root cause is identified in Your Interface Run Book and in the interface monitoring scope, follow defined remedial path to correct known Incident as defined in the Interface Run Book.
    - iii. After remedial path has been executed, perform processes and activities, if applicable, to clean-up and restart interface following guidance in Your Interface Run Book.
    - iv. Where remedial path is not defined in the Interface Run Book or where Incident root cause is not known as a result of triage activities, create an SR and invoke Incident management to engage appropriate resources to triage and remedy the Incident.
    - v. Should an Incident be in progress at the termination of the Coverage Period, Oracle will undertake a hand-over to transfer details and triage information gathered on the Incident to Your team assuming responsibility as documented in the Interface Run Book.

#### B. Obligations and Assumptions

- 1. Your Obligations
  - a. Provide access to a technical architect with detailed knowledge of the interface connectivity and the configuration of the interfaces.
  - b. For non-production environments, monitor and correct all interface Incidents.
  - c. Monitor and provide Incident management for interfaces on the production environments for periods outside of the Coverage Period.
  - d. Where an Incident recurs due to a defect in a component of the Cloud Service, take action to correct the defect and remove the recurring Incident.
  - e. Correct Your business data as reasonably requested by Oracle to achieve closure of an identified problem.
  - f. Undertake necessary activities to resolve SRs assigned to You.
  - g. If the Oracle interface monitoring team members are required to use Your Incident management software to route Incidents for Your action, You will provide documentation, training and access to an English language portal to the Incident management software (including any necessary licenses).
- 2. Project Assumptions
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle shall not require access to production transactional data in order to perform these Services.
  - c. You have maintained production software version within one version of the current. You have maintained the patch level for all Oracle software products within one version of the current patch level.
  - d. All Services are provided in English and all documentation is provided in English.

- e. Interface monitoring under this Service Description covers interfaces active on the Cloud Service Production environment only and there is no monitoring of connected systems. Any interfaces run on non-Production environments are not in scope.
- f. The Interface Run Book is completed in advance of commencement of monitoring Services and is maintained with each change made to the software or its configuration that impacts interfaces or connectivity.
- g. Any changes or additional monitoring events configured during the Professional Service Period are also documented in the Interface Run Book and a new version published in advance of the events being added to the Oracle's interface monitoring team scope.
- h. Changes requested to interface monitoring events may be rejected if they cause the scope to exceed the scope of this order.
- i. Oracle's interface monitoring team approves all changes to Interfaces or monitoring events in advance of production deployment.
- j. Oracle's interface monitoring team is authorized and trained in the use of the Incident Management software so that they can initiate an Incident Ticket in the event of an interface failure.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Interface Monitoring Cloud Service Standard – Monthly**

Part Number: B91933

#### A. Description of Services

Oracle will provide the following interface monitoring service for the following standard interfaces applicable to Your Cloud Service if configured:

- i. Flat File Interfaces
  - a. Accounts payable download
  - b. Bill print/letters
  - c. Collection agency
  - d. DataRaker
  - e. Direct debit
  - f. General ledger download
  - g. Geographic Information System (GIS) data sync
  - h. Opower
  - i. Paymentus credit card vendor

- j. Payment upload
- k. Scalar meter read download/upload
- I. Advanced Metering Interface (AMI) reads, AMI events and manual meter reads
- ii. Web Services Interfaces
  - a. Accounts payable upload
  - b. Customer service applications
  - c. Digital Self Service
  - d. Field/Mobile workforce system
  - e. Interactive Voice Response (IVR)
  - f. On-Premise meter data management
  - g. Network/Outage Management System
  - h. Outbound customer messages
  - i. Work and Asset Management
  - j. Customer Information System (CIS) bill determinants
  - k. CIS master data
  - l. Smart meter commands
- iii. Business Process Automation (BPA) Script
  - a. Computer telephony integration hooks
- iv. User Interface Map
  - a. Point of sale integration

Monitoring will be performed on Your production environment on Monday – Sunday from 18:00-06:00 Your local time ("Coverage Period"). The Professional Service Period for this Service is twelve (12) months.

- 1. Oracle will provide interface monitoring services as follows:
  - a. Production interface monitoring:
    - i. Monitor interface flows during the Coverage Period against frequency and volumes defined in the Interface Run Book.
  - b. Production interface triage and remediation:
    - i. Upon identification of a production interface Incident within monitoring scope, conduct initial triage to identify root cause of production interface Incident.
    - ii. If Incident root cause is identified in the Interface Run Book and in the interface monitoring scope, follow defined remedial path to correct known Incident as defined in the Interface Run Book.
    - iii. After remedial path has been executed, perform processes and activities, if applicable, to clean-up and restart interface following guidance in Your Interface Run Book.
    - iv. Where remedial path is not defined in Your Interface Run Book or where Incident root cause is not known as a result of triage activities, create an SR and invoke Incident management to engage appropriate resources to triage and remedy the Incident.
    - v. Should an Incident be in progress at the termination of the Coverage Period, Oracle will undertake a hand-over to transfer details and triage information gathered on the Incident to Your team assuming responsibility as documented in the Interface Run Book.
- B. Obligations and Assumptions
- 1. Your Obligations

- a. Provide access to a technical architect with detailed knowledge of the interface connectivity and the configuration of the interfaces.
- b. For non-production environments, monitor and correct all interface Incidents.
- c. Monitor and provide Incident management for interfaces on the production environments for periods outside of the Coverage Period.
- d. Where an Incident recurs due to a defect in a component of the Cloud Service, take action to correct the defect and remove the recurring Incident.
- e. Correct Your business data as reasonably requested by Oracle to achieve closure of an identified problem.
- f. Undertake necessary activities to resolve SRs assigned to You.
- g. Where the Oracle interface monitoring team members are required to use Your Incident management software to route Incidents for Your action, You will provide documentation, training and access to an English language portal to the Incident management software including any necessary licenses.

#### 2. Project Assumptions

- a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
- b. Oracle shall not require access to production transactional data in order to perform these Services.
- c. You have maintained the production software version within one version of the current. You have maintained the patch level for all Oracle software products within one version of the current patch level.
- d. All Services are provided in English and all documentation is provided in English.
- e. Interface monitoring under this Service Description covers interfaces active on the Cloud Service Production environment only and there is no monitoring of connected systems. Any interfaces run on non-Production environments are not in scope.
- f. The Interface Run Book is completed in advance of commencement of monitoring Services and is maintained with each change made to the software or its configuration that impacts interfaces or connectivity.
- g. Any changes or additional monitoring events configured during the Professional Service Period are also documented in Your Interface Run Book and a new version published in advance of the events being added to Oracle interface monitoring team's scope.
- h. Changes requested to interface monitoring events may be rejected should they cause the scope to exceed the scope of this order.
- i. Oracle's interface monitoring team approve all changes to Interfaces or monitoring events in advance of production deployment.
- j. Oracle's interface monitoring team members are authorized and trained in the use of the Incident Management software so that they can initiate an Incident Ticket in the event of an interface failure.

#### C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Interface Monitoring Cloud Service Premium – Monthly**

Part Number: B91934

#### A. <u>Description of Services</u>

Oracle will provide the following interface monitoring service for the following standard interfaces applicable to Your Cloud Service if configured:

- i. Flat File Interfaces
  - a. Accounts payable download
  - b. Bill print/letters
  - c. Collection agency
  - d. DataRaker
  - e. Direct debit
  - f. General ledger download
  - g. Geographic Information System (GIS) data sync
  - h. Opower
  - i. Paymentus credit card vendor
  - j. Payment upload
  - k. Scalar meter read download/upload
  - I. Advanced Metering Interface (AMI) reads, AMI events and manual meter reads
- ii. Web Services Interfaces
  - a. Accounts payable upload
  - b. Customer service applications
  - c. Digital Self Service
  - d. Field/Mobile workforce system
  - e. Interactive Voice Response (IVR)
  - f. On-Premise meter data management
  - g. Network/Outage Management System
  - h. Outbound customer messages
  - i. Work and Asset Management
  - j. Customer Information System (CIS) bill determinants
  - k. CIS master data
  - I. Smart meter commands
- iii. Business Process Automation (BPA) Script
  - a. Computer telephony integration hooks
- iv. User Interface Map
  - a. Point of sale integration

Monitoring will be performed on Your production environment on Monday – Sunday twenty four (24) hours per day ("Coverage Period"). The Professional Service Period for this Service is twelve (12) months.

1. Oracle will provide interface monitoring services as follows:

- a. Production interface monitoring:
  - i. Monitor interface flows during the Coverage Period against frequency and volumes defined in the Interface Run Book.
- b. Production interface triage and remediation:
  - i. Upon identification of a production interface Incident within monitoring scope, conduct initial triage to identify root cause of production interface Incident.
  - ii. If Incident root cause is identified in Your Interface Run Book and in the interface monitoring scope, follow defined remedial path to correct known Incident as defined in the Interface Run Book.
  - iii. After remedial path has been executed, perform processes and activities, if applicable, to clean-up and restart interface following guidance in Your Interface Run Book.
  - iv. Where remedial path is not defined in Your Interface Run Book or where Incident root cause is not known as a result of triage activities, create an SR and invoke Incident management to engage appropriate resources to triage and remedy the Incident.
- B. <u>Obligations and Assumptions</u>
- 1. Your Obligations
  - a. Provide access to a technical architect with detailed knowledge of the interface connectivity and the configuration of the interfaces.
  - b. For non-production environments, monitor and correct all interface Incidents.
  - c. Where an Incident recurs due to a defect in a component of the Cloud Service, take action to correct the defect and remove the recurring Incident.
  - d. Correct Your business data as reasonably requested by Oracle to achieve closure of an identified problem.
  - e. Undertake necessary activities to resolve SRs assigned to You.
  - f. Where the Oracle interface monitoring team members are required to use Your Incident management software to route Incidents for Your action, You will provide documentation, training and access to an English language portal to the Incident management software including any necessary licenses.
- 2. <u>Project Assumptions</u>
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle shall not require access to production transactional data in order to perform these Services.
  - c. You have maintained the production software version within one version of the current. You have maintaind the patch level for all Oracle software products is maintained within one version of the current patch level.
  - d. All Services are provided in English and all documentation is provided in English.
  - e. Interface monitoring under this Service Description covers interfaces active on the Cloud Service Production environment only and there is no monitoring of connected systems. Any interfaces run on non-Production environments are not in scope.
  - f. The Interface Run Book is completed in advance of commencement of monitoring Services and is maintained with each change made to the software or its configuration that impacts interfaces or connectivity.

- g. Any changes or additional monitoring events configured during the Professional Service Period are also documented in the Interface Run Book and a new version published in advance of the events being added to the Oracle interface monitoring team's scope.
- h. Changes requested to interface monitoring events may be rejected should they cause the scope to exceed the scope of this order.
- i. Oracle's interface monitoring team approves all changes to Interfaces or monitoring events in advance of production deployment.
- j. The Oracle interface monitoring team members are authorized and trained in the use of the Incident Management software so that they can initiate an Incident Ticket in the event of an interface failure.

#### C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. <u>Unused Services</u>

The Services must be used within the Services Period. Any Services not used within the 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

## Oracle Utilities Customization Incident Management and Maintenance Cloud Service, Basic – Monthly

Part Number: B91935

#### A. Description of Services

This service will provide Incident management and maintenance for all of Your customizations ("Enhancements") to Your Cloud Service. Services will be provided for a twelve (12) month period ("Professional Services Period"). Your Enhancements may not exceed forty (40) Enhancement code modules. Oracle will:

- 1. Triage Incidents suspected of being caused by an issue in an Enhancement.
  - a. Should the Incident ultimately be determined to be an issue in base software, Oracle will create a product SR and transfer to the Oracle product support team.
  - b. Should the Incident ultimately be determined to be as a result of incorrect/corrupt data or table configuration, Oracle will create an Incident ticket in Your Incident management system and assign responsibility for correction to You.
  - c. Should the Incident triage ultimately determine that an initial requirement needs to change, responsibility for initiating a change request will return to You.
- 2. For Incidents where the root cause is determined to be an issue in an Enhancement:
  - a. Document the cause of the issue identified for inclusion in the correction release notes.
  - b. Where the remediation requires a change in design, create or modify a technical design to indicate the change required to correct the issue.

- c. Schedule the remediation in accordance with the agreed severity associated to the issue.
- d. Build, unit test and system test the components changed in order to remediate the issue.
- e. Incorporate the corrected Enhancement into a release package that also includes the following documentation:
  - i. Root cause description.
  - ii. If applicable, revised design of the changed component.
  - iii. Test cases executed to confirm the correct operation of the changed Enhancement and results achieved on the revised Enhancement
  - iv. Installation instructions, if applicable.
- f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
- g. Install the release package into a test environment for Your regression testing.
- h. Assist with Your regression testing by providing answers to questions raised as a consequence of Your testing activities.
- i. Upon Your completion of testing, Oracle will schedule and install the release package into the production environment.
- j. Where an Incident is determined to be Severity Level 1, Oracle will perform activities under this section during and outside of business hours. All other Incidents shall be addressed during Your business hours.
- 3. Where a Minor Update is issued by Oracle, assist with Your regression testing. Where an issue is found and determined to be in the Enhancements, Oracle will:
  - a. Triage the issue to determine the root cause of the issue and confirm the behavior is in the Enhancement.
  - b. Design and document a modification to the Enhancement to correct the behavior.
  - c. Schedule the modification in alignment with the agreed update installation timeline.
  - d. Build, unit test and system test the components modified.
  - e. Incorporate the modified Enhancement into a release package that also includes the Minor Update release and the following documentation:
    - i. If applicable, revised design of the changed Enhancement.
    - ii. Test cases executed and results attained on the revised Enhancement.
    - iii. Installation instructions if applicable.
  - f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
  - g. Install the release package into a test environment for Your regression testing.
  - h. Assist with Your regression testing by providing answers to questions raised as a consequence of Your regression testing activities.
  - i. Upon completion of regression testing, include the release package for promotion to the production environment concurrent with the Minor Update.
- 4. Where a Major Update is released by Oracle, Oracle will conduct an impact analysis of the release against the Enhancements included in the Cloud Service. Where the impact analysis indicates that an Enhancement needs to be modified, Oracle will:
  - a. Document the cause of the modification required in the correction release notes.
  - b. Where the modification requires a change in design, create or modify a technical design to indicate the change required to apply the modification.
  - c. Schedule the modification in alignment with the agreed update installation timeline.
  - d. Build, unit test and system test the components modified.
  - e. Incorporate the modified Enhancement into a release package that also includes the Major Release and the following documentation:

- i. If applicable, revised design of the changed component.
- ii. Test cases executed and results attained on the revised Enhancement.
- iii. Installation instructions if applicable.
- f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
- g. Install the release package into a test environment for Your testing.
- h. Assist with Your testing by providing answers to questions raised as a consequence of Your testing activities.
- i. Upon completion of Your testing, include the release package for promotion to the production environment concurrent with the Major Update.

#### B. Your Obligations and Project Assumptions

- 1. Your Obligations
  - a. Provide the design and requirement documentation for Enhancements incorporated into Your Cloud Service.
  - b. Provide the complete list of Your Enhancements installed in Your Cloud Service.
  - c. Conduct regression testing of changes made and report issues against provided design and requirement documentation.
  - d. Authorize promotion of release packages to production when testing has completed with Your acknowledgement of the changes made.
  - e. Provide Your test cases used for Your testing.
  - f. Provide access to a test environment for Oracle to test changes in a release package prior to delivering for Your testing.
  - g. Where the root cause of an Incident is determined to be a consequence of incorrect or corrupt data, correct Your data to attain closure of open Incidents.
  - h. Assign a severity to each Incident consistent with the severity levels in section B.2.a below.
    - i. Where further investigation into an Incident suggests that the severity be changed, upon receipt of supporting information, agree to the change in severity level requested by Oracle.
  - i. Provide resources on a 24 hours per day, 365 days per year basis in order to address an agreed Severity Level 1 Incident. Resources can be on-call in the case of an after business hours Incident.

#### 2. <u>Project Assumptions</u>

a. All Incidents will have a severity assigned consistent with the table below.

SEVERITY LEVEL	SEVERITY LEVEL ASSIGNMENT DEFINITION
Level 1	<u>Critical Business Impact</u> . The Incident causes complete loss of service for the environment. Work cannot reasonably continue, the operation is mission critical to Your business, and the situation is an emergency. A Severity Level 1 Incident has one or more of the following criteria:
	<ul> <li>a. Data corrupted;</li> <li>b. System hangs indefinitely, causing unacceptable or indefinite delays for resources or response; and/or System crashes, and crashes repeatedly after restart attempts.</li> </ul>

SEVERITY LEVEL	SEVERITY LEVEL ASSIGNMENT DEFINITION
Level 2	Significant Business Impact. Incident that result in part of the environment being down causing a significant loss of service. No acceptable workaround is available; however, business operations in the Environment can continue to be conducted in a restricted manner.
Level 3	Some Business Impact. The Incident causes minor loss of service for the environment. The impact is an inconvenience, which may require a workaround to restore functionality.
Level 4	Minimal Business Impact. The Incident causes no loss of use of the environment. The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the environment.

- b. You have maintained the production software version within one version of the current. You have maintained the patch level for all Oracle software products within one version of the current patch level.
- c. All Services are provided in English and all documentation is provided in English.
- d. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
- e. Service will not begin until operational readiness test review has passed.
- f. The Oracle configuration maintenance team is authorized and trained in the use of the Incident Management software so that they can initiate an Incident ticket should an Incident remedy be Your responsibility.
- g. An annual review will be undertaken to confirm the sizing of the Cloud Service. If the Enhancement count has changed and theSservice is no longer within the specifications for the part number purchased, a change order shall be processed to change to the applicable part number.
- h. The initial configuration of Enhancements has been conducted by Oracle.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. <u>Unused Services</u>

The Services must be used within the Professional Services Period. 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Customization Incident Management and Maintenance Cloud Service, Standard – Monthly**

Part Number: B91936

#### A. <u>Description of Services</u>

This service will provide Incident management and maintenance for all of Your customizations ("Enhancements") to Your Cloud Service. Services will be provided for a twelve (12) month period ("Professional Services Period"). Your Enhancements may not exceed seventy five (75) Enhancement code modules. Oracle will:

- 1. Triage Incidents suspected of being caused by an issue in an Enhancement.
  - a. Should the Incident ultimately be determined to be an issue in base software, Oracle will create a product SR and transfer to the Oracle product support team.
  - b. Should the Incident ultimately be determined to be as a result of incorrect/corrupt data or table configuration Oracle will create an Incident ticket in Your Incident management system and assign responsibility for correction to You.
  - c. Should the Incident triage ultimately determine that an initial requirement needs to change, responsibility for initiating a change request will return to You.

2. For Incidents where the root cause is determined to be an issue in an Enhancement:

- a. Document the cause of the issue identified for inclusion in the correction release notes.
- b. Where the remediation requires a change in design, create or modify a technical design to indicate the change required to correct the issue.
- c. Schedule the remediation in accordance with the agreed severity associated to the issue.
- d. Build, unit test and system test the components changed in order to remediate the issue.
- e. Incorporate the corrected Enhancement into a release package that also includes the following documentation:
  - i. Root cause description.
  - ii. If applicable, revised design of the changed component.
  - iii. Test cases executed to confirm the correct operation of the changed Enhancement and results achieved on the revised Enhancement.
  - iv. Installation instructions, if applicable.
- f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
- g. Install the release package into a test environment for Your regression testing.
- h. Assist with Your regression testing by providing answers to questions raised as a consequence of Your testing activities.
- i. Upon Your completion of testing, Oracle will schedule and install the release package into the production environment.
- j. Where an Incident is determined to be Severity Level 1, Oracle will perform all activities under this section during and outside of business hours. All other Incidents shall be addressed during Your business hours.
- 3. Where a Minor Update is issued by Oracle, assist with Your regression testing. Where an issue is found and determined to be in the Enhancements, Oracle will:
  - a. Triage the issue to determine the root cause of the issue and confirm the behavior is in the Enhancement.
  - b. Design and document a modification to the Enhancement to correct the behavior.
  - c. Schedule the modification in alignment with the agreed update installation timeline.
  - d. Build, unit test and system test the components modified.

- e. Incorporate the modified Enhancement into a release package that also includes the Minor Update release and the following documentation:
  - i. If applicable, revised design of the changed Enhancement.
  - ii. Test cases executed and results attained on the revised Enhancement.
  - iii. Installation instructions if applicable.
- f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
- g. Install the release package into a test environment for Your regression testing.
- h. Assist with Your regression testing by providing answers to questions raised as a consequence of Your regression testing activities.
- i. Upon completion of regression testing, include the release package for promotion to the production environment concurrent with the Minor Update.
- 4. Where a Major Update is released by Oracle, Oracle will conduct an impact analysis of the release against the Enhancements included in the Cloud Service. Where the impact analysis indicates that an Enhancement needs to be modified, Oracle will:
  - a. Document the cause of the modification required in the correction release notes.
  - b. Where the modification requires a change in design, create or modify a technical design to indicate the change required to apply the modification.
  - c. Schedule the modification in alignment with the agreed update installation timeline.
  - d. Build, unit test and system test the components modified.
  - e. Incorporate the modified Enhancement into a release package that also includes the Major Release and the following documentation:
    - i. If applicable, revised design of the changed component.
    - ii. Test cases executed and results attained on the revised Enhancement
    - iii. Installation instructions if applicable.
  - f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
  - g. Install the release package into a test environment for Your testing.
  - h. Assist with Your testing by providing answers to questions raised as a consequence of Your testing activities.
  - i. Upon completion of Your testing, include the release package for promotion to the production environment concurrent with the Major Update.
- B. Your Obligations and Project Assumptions
- 1. Your Obligations
  - a. Provide the design and requirement documentation for Enhancements incorporated into Your Cloud Service.
  - b. Provide the complete list of Your Enhancements installed in Your Cloud Service.
  - c. Conduct regression testing of changes made and report issues against provided design and requirement documentation.
  - d. Authorize promotion of release packages to production when testing has completed with Your acknowledgement of the changes made.
  - e. Provide Your test cases used for Your testing.
  - f. Provide access to a test environment for Oracle to test changes in a release package prior to delivering for Your testing.
  - g. Where the root cause of an Incident is determined to be a consequence of incorrect or corrupt data, correct Your data to attain closure of open Incidents.
  - h. Assign a severity to each Incident consistent with the severity levels in section B.2.a below.

- i. Where further investigation into an Incident suggests that the severity be changed, upon receipt of supporting information, agree to the change in severity level requested by Oracle.
- j. Provide resources on a 24 hours per day, 365 days per year basis in order to address an agreed Severity Level 1 Incident. Resources can be on-call in the case of an after business hours Incident.
- 2. Project Assumptions
  - a. All Incidents will have a severity assigned consistent with the table below.

SEVERITY LEVEL	SEVERITY LEVEL ASSIGNMENT DEFINITION
Level 1	<u>Critical Business Impact</u> . The Incident causes complete loss of service for the Environment. Work cannot reasonably continue, the operation is mission critical to Your business, and the situation is an emergency. A Severity Level 1 Incident has one or more of the following criteria:
	<ul> <li>a. Data corrupted;</li> <li>b. System hangs indefinitely, causing unacceptable or indefinite delays for resources or response; and/or System crashes, and crashes repeatedly after restart attempts.</li> </ul>
Level 2	Significant Business Impact. Incidents that result in part of the environment being down causing a significant loss of service. No acceptable workaround is available; however, business operations in the Environment can continue to be conducted in a restricted manner.
Level 3	Some Business Impact. The Incident causes minor loss of service for the environment. The impact is an inconvenience, which may require a workaround to restore functionality.
Level 4	Minimal Business Impact. The Incident causes no loss of use of the environment. The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the Environment.

- b. You have maintained the production software version within one version of the current. You have maintained the patch level for all Oracle software products within one version of the current patch level.
- c. All Services are provided in English and all documentation is provided in English.
- d. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
- e. Service will not begin until operational readiness test review has passed.
- f. The Oracle configuration maintenance team is authorized and trained in the use of the Incident Management software in order that they can initiate an Incident ticket should an Incident remedy be Your responsibility.
- g. An annual review will be undertaken to confirm the sizing of the Cloud Service. If the Enhancement count has changed and the Service is no longer within the specifications

for the part number purchased, a change order shall be processed to change to the applicable part number.

h. The initial configuration of Enhancements has been conducted by Oracle.

#### C. Expenses

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Services Period. 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Customization Incident Management and Maintanance Cloud Service, Premium – Monthly**

Part Number: B91937

A. <u>Description of Services</u>

This service will provide Incident management and maintenance for all of Your customizations ("Enhancements") to Your Cloud Service. Services will be provided for a twelve (12) month period ("Professional Services Period"). Your Enhancements may not exceed one hundred twenty (120) Enhancement code modules. Oracle will:

- 1. Triage Incidents suspected of being caused by an issue in an Enhancement.
  - a. Should the Incident ultimately be determined to be an issue in base software, Oracle will create a product SR and transfer to the Oracle product support team.
  - b. Should the Incident ultimately be determined to be as a result of incorrect/corrupt data or table configuration Oracle will create an Incident ticket in Your Incident management system and assign responsibility for correction to You.
  - c. Should the Incident triage ultimately determine that an initial requirement needs to change, responsibility for initiating a change request will return to You.
- 2. For Incidents where the root cause is determined to be an issue in an Enhancement:
  - a. Document the cause of the issue identified for inclusion in the correction release notes.
  - b. Where the remediation requires a change in design, create or modify a technical design to indicate the change required to correct the issue.
  - c. Schedule the remediation in accordance with the agreed severity associated to the issue.
  - d. Build, unit test and system test the components changed in order to remediate the issue.
  - e. Incorporate the corrected Enhancement into a release package that also includes the following documentation:
    - i. Root cause description.
    - ii. If applicable, revised design of the changed component.

- iii. Test cases executed to confirm the correct operation of the changed Enhancement and results achieved on the revised Enhancement.
- iv. Installation instructions, if applicable.
- f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
- g. Install the release package into a test environment for Your regression testing.
- h. Assist with Your regression testing by providing answers to questions raised as a consequence of Your testing activities.
- i. Upon Your completion of testing, Oracle will schedule and install the release package into the production environment.
- j. Where an Incident is determined to be Severity Level 1, Oracle will perform activities under this section during and outside of business hours. All other Incidents shall be addressed during Your business hours.
- 3. Where a Minor Update is issued by Oracle, assist with Your regression testing. Where an issue is found and determined to be in the Enhancements, Oracle will:
  - a. Triage the issue to determine the root cause of the issue and confirm the behavior is in the Enhancement.
  - b. Design and document a modification to the Enhancement to correct the behavior.
  - c. Schedule the modification in alignment with the agreed update installation timeline.
  - d. Build, unit test and system test the components modified.
  - e. Incorporate the modified Enhancement into a release package that also includes the Minor Update release and the following documentation:
    - i. If applicable, revised design of the changed Enhancement.
    - ii. Test cases executed and results attained on the revised Enhancement.
    - iii. Installation instructions if applicable.
  - f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
  - g. Install the release package into a test environment for Your regression testing.
  - h. Assist with Your regression testing by providing answers to questions raised as a consequence of Your regression testing activities.
  - i. Upon completion of regression testing, include the release package for promotion to the production environment concurrent with the Minor Update.
- 4. Where a Major Update is released by Oracle, Oracle will conduct an impact analysis of the release against the Enhancements included in the Cloud Service. Where the impact analysis indicates that an Enhancement needs to be modified, Oracle will:
  - a. Document the cause of the modification required in the correction release notes.
  - b. Where the modification requires a change in design, create or modify a technical design to indicate the change required to apply the modification.
  - c. Schedule the modification in alignment with the agreed update installation timeline.
  - d. Build, unit test and system test the components modified.
  - e. Incorporate the modified Enhancement into a release package that also includes the Major Release and the following documentation:
    - i. If applicable, revised design of the changed component.
    - ii. Test cases executed and results attained on the revised Enhancement.
    - iii. Installation instructions if applicable.
  - f. Provide a walkthrough of the change and any impact to operational procedures as a result of the change made.
  - g. Install the release package into a test environment for Your testing.

- h. Assist with Your testing by providing answers to questions raised as a consequence of Your testing activities.
- i. Upon completion of Your testing, include the release package for promotion to the production environment concurrent with the Major Update.
- B. Your Obligations and Project Assumptions.
- 1. Your Obligations
  - a. Provide the design and requirement documentation for Enhancements incorporated into Your Cloud Service.
  - b. Provide the complete list of Your Enhancements installed in Your Cloud Service.
  - c. Conduct regression testing of changes made and report issues against provided design and requirement documentation.
  - d. Authorize promotion of release packages to production when testing has completed with Your acknowledgement of the changes made.
  - e. Provide Your test cases used for Your testing.
  - f. Provide access to a test environment for Oracle to test changes in a release package prior to delivering for Your testing.
  - g. Where the root cause of an Incident is determined to be a consequence of incorrect or corrupt data, correct Your data to attain closure of open Incidents.
  - h. Assign a severity to each Incident consistent with the severity levels in section B.2.a below.
  - i. Where further investigation into an Incident suggests that the severity be changed, upon receipt of supporting information, agree to the change in severity level requested by Oracle.
  - j. Provide resources on a 24 hours per day, 365 days per year basis in order to address an agreed Severity Level 1 Incident. Resources can be on-call in the case of an after business hours Incident.

#### 2. Project Assumptions

a. All Incidents will have a severity assigned consistent with the table below.

SEVERITY LEVEL	SEVERITY LEVEL ASSIGNMENT DEFINITION
Level 1	<u>Critical Business Impact</u> . The Incident causes complete loss of service for the environment. Work cannot reasonably continue, the operation is mission critical to Your business, and the situation is an emergency. A Severity Level 1 Incident has one or more of the following criteria:
	<ul> <li>a. Data corrupted;</li> <li>b. System hangs indefinitely, causing unacceptable or indefinite delays for resources or response; and/or System crashes, and crashes repeatedly after restart attempts.</li> </ul>
Level 2	Significant Business Impact. Incidents that result in part of the Environment being down causing a significant loss of service. No acceptable workaround is available; however, business operations in the environment can continue to be conducted in a restricted manner.

SEVERITY LEVEL	SEVERITY LEVEL ASSIGNMENT DEFINITION
Level 3	Some Business Impact. The Incident causes minor loss of service for the environment. The impact is an inconvenience, which may require a workaround to restore functionality.
Level 4	Minimal Business Impact. The Incident causes no loss of use of the environment. The result is a minor error, incorrect behavior, or a documentation error that does not impede the operation of the system within the Environment.

- b. You have maintained the production software version is maintained within one version of the current. You have maintained the patch level for all Oracle software products is maintained within one version of the current patch level.
- c. All Services are provided in English and all documentation is provided in English.
- d. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
- e. Service will not begin until operational readiness test review has passed.
- f. The Oracle configuration maintenance team is authorized and trained in the use of the Incident Management software in order that they can initiate an Incident ticket should an Incident remedy be Your responsibility.
- g. An annual review will be undertaken to confirm the sizing of the Cloud Service. If the Enhancement count has changed and the Service is no longer within the specifications for the part number purchased, a change order shall be processed to change to the applicable part number.
- h. The initial configuration of Enhancements has been conducted by Oracle.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

D. Unused Services

The Services must be used within the Professional Services Period. 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a project manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Configuration Review Cloud Service**

Part Number: B91922

A. Description of Services

Oracle will provide You with up to one hundred sixty eight (168) hours of configuration review services (the "Services") related to only one (1) of the following Oracle offerings: Oracle Utilities Customer Cloud Service, Oracle Utilities Meter Solution Cloud Service, or Oracle Utilities Work and Asset Cloud Service. Such Services include the following:

Oracle will:

- 1. Conduct a functional review of the configuration for the Cloud Service including:
  - a. Conduct a functional review of the configuration for the effective use of Cloud Service features versus custom components, including recommendations for retirement of existing custom components.
  - b. Conduct a functional review of the configuration for underutilized Cloud Service features.
- 2. Provide a written report with alternate approaches on overall Cloud Service configuration and, if applicable, provide the recommended sequence for which the alternate approaches should be adopted if elected by You.
- 3. The report will be provided to Your designated point of contact via e-mail in a Microsoft format within an estimated two (2) weeks following the conclusion of the functional review of the configuration.
- B. Your Obligations and Project Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations and the following project assumptions.

- 1. Your Obligations
  - a. Provide access to Your Cloud Service configuration and in-house software.
  - b. Provide access and schedule interviews with Your functional and operations team to confirm operational methods.
  - c. Build and deploy of any alternate approaches You wish to adopt.
- 2. Project Assumptions
  - a. The functional review of the configuration includes a series of on-site meetings and handson reviews with an expected duration of eight (8) business days over two (2) calendar weeks.
  - b. The review services performed under this order and the alternate approaches provided are based on the information made available by You at the time of the review. This review is intended to provide You with general information and You acknowledge that a number of facts and circumstances outside the scope of this review may affect the use of Your Cloud Service.
- C. Expenses

Expenses are included in the fees set forth in Your order.

#### D. Unused Services

The Services must be used within the twelve (12) months of Your order (the "Professional Services Period"). 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 use the fees for any services other than the Services stated herein.

E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.

#### **Oracle Utilities Configuration Incident Management and Maintenance Cloud Service Setup**

Part Number: B92078

#### A. Description of Services.

Oracle will provide the following setup Services related to Your Oracle Utilities Cloud Service. The "Professional Service Period" for this Service is two (2) months.

- 1. Create a Solution Center Plan, which shall include:
  - a. Documentation of your existing configuration provided by You:
    - i. Software extension design.
    - ii. Requirements specification.
    - iii. Test documents and scripts.
    - iv. Interface configuration and specifications.
    - v. Help desk / triage workflow.
  - b. Oracle's solution center processes:
    - i. Release management.
    - ii. Configuration management.
    - iii. Configuration testing.
- 2. Create a Help Desk Plan, which shall include:
  - a. Event triage process.
  - b. Incident management process.
  - c. Problem management process.
  - d. Incident escalation process.
- B. Your Obligations and Project Assumptions
  - 1. Your Obligations
  - a. Provide access to a functional architect with detailed knowledge of the Cloud Service configuration.
  - b. Provide Oracle with all existing documentation of your configuration including: software extension design, requirements specifications, test documents and scripts, interface configuration and specifications, existing help desk / triage workflow.
  - c. Provide Oracle with an extract of all code extensions and the master configuration from Your Cloud Service.
  - d. Confirm the accuracy and correctness of documentation contained in Your Solution Center Plan.
  - e. If the Oracle team is required to use Your Incident Management software, You will provide documentation, training and access to an English language portal to the Incident Management software (including any necessary licenses).
  - f. Your will maintain the production software version within one version of the current and the patch level for all Oracle software products within one version of the current patch level.
  - 2. Project Assumptions
  - a. All Services will be performed remotely; should you request on-site presence, expenses will be billed as incurred.
  - b. Oracle will not require access to production transactional data in order to perform these services.
  - c. All Services are provided in English and all documentation is provided in English.
  - d. Triage will be performed by Oracle's offshore development center.
- C. <u>Expenses</u>

In addition to the fees set forth in Your order, You agree to reimburse Oracle for travel and out-ofpocket expenses related to providing any onsite Services. All expenses invoiced monthly hereunder are due and payable in accordance with the payment terms of Your order.

#### D. Unused Services

The Services must be used within the Professional Service Period. Any Services not used within the Professional Service 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 use the fees for any services other than the Services stated herein.

#### E. Project Management

You and Oracle further agree to each designate a service delivery manager who shall work together with the other party's project manager to facilitate an efficient delivery of the Services.