

Adi Insights Service Descriptions

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GLOSSARY

Adi Insights Platform means the Adi Insights online workforce management solution (also known as “Adi Insights”, “Adi Clock”, and “Adi”), as described in the applicable user guides, that is procured by Customer from Oracle.

Instance means a single deployment of the application.

Location means a single Location created by the user in their Instance. Each Staffis assigned a specified Location, where they are scheduled to punch in and out of work. A Location is not necessarily tied to a physical location (for example, a location may be front of house versus back of house staff at a restaurant).

Staff means an individual with a current employment period in the Adi Insights Platform, such as (i) a customer's full-time, part-time, temporary employee, and/or (ii) a customer's agent, contractor and consultant who is authorized to access, use, or are tracked by the Adi Insights product.

SMS means a text message sent from the Adi Insights platform to mobile phone. An SMS is charged per 160 characters.

Hour means the cost per hour to perform the requested service. SOW required to scope and define requirements per request.

ADI INSIGHTS CLOUD SERVICE & ADD-ONS

Adi Insights Cloud Service (also known as the “Adi Insights Platform”)

Adi Insights: Employee (Staff) shift scheduling and time and attendance software licenses includes:

- Staff shift scheduling
- Time & attendance (TimeClock and phone apps with geotagging)
- Forecast sales for staff scheduling
- Labor deployment model
- Labor optimization for Staff scheduling
- Labor metrics for optimization
- Mutli-location scheduling
- Wage-rule engine
- PhoneApp to see scheduled shifts, find fill-ins, TradeShifts, Attestation, In-app messaging
- Visual Analytics dashboard to compare scheduled versus worked labor metrics
- API

The Adi Insights Cloud Service also comes with free online support services which can be found at the following URL: <https://www.oracle.com/corporate/acquisitions/adi-insights/support/>.

Customer Responsibilities:

- **Biometric / Fingerprint Functionality.** The Adi Insights Cloud Service includes an optional fingerprint functionality, which may require Customer to comply with additional requirements under applicable law. Customer is responsible for complying with all laws applicable to the collection and processing of such biometric / fingerprint data from Customer’s employees.
- **Hardware.** Customer is responsible for providing all hardware required to utilize the services.

Fees for Additional Staff. Oracle will review Customer’s usage on a monthly basis. If Customer exceeds the quantity of committed in their order, Oracle will invoice Customer for the additional staff used in a month where Customer has exceeded their contracted usage. Fees are charged at the per Staff rate noted in Customer’s order (on a per Staff per month basis); Any over usage will be charged at the full monthly rate (e.g., if Customer contracts for up to 24 Staff, but uses 29 Staff in month 1, and 34 Staff in month 2, Customer will receive invoices for an additional \$20 and \$40 for month 1 and month 2 overages, respectively.)

Pre-Requisites: Customer must have a NetSuite ERP instance to use this Adi Insights Cloud Service.

SMS Text Messages

SMS text sent to U.S. mobile phones from the U.S. is at the rate noted in Customer order. An itemized report will be sent to Customer via email each month with Customer’s monthly plan invoice. Oracle may change SMS fees with one (1) months notice. Customer can request to turn off the SMS service by emailing support@adiinsights.com. SMS does not include the free Adi Insights PhoneApp.

Contract Hours Module

The Contract Hours Module is an optional add-on module that enables Customer to setup contract hours templates for different awards and Enterprise Bargining Agreements (“EBAs”) with related overtime triggers,

if required. Plus it includes, automated workflows and reporting for employee acceptance or decline of working differently from contract hours to help automate compliance around the regular pattern and agreement to vary. The Contracts Hours Modules is only available for customers located in Australia and New Zealand.

X Agree Link

X Agree Link is an optional add-on module that allows employees which are paid on separate wage agreements at different locations to automatically trigger desired agreement based on location worked. Use of cross-agreement functionality requires Customer to have set up Wage Agreements in Customer's company.

X Agree Link is only available for customers located in Australia and New Zealand.

ADI INSIGHTS PROFESSIONAL SERVICES

Implementation Fees ("Setup Services")

For purposes of this Service Description, all references to "You" or "Your" shall have the same meaning as "Customer" (as defined in the Agreement).

1. Description of Setup Services

Oracle will provide You with Setup Services, up to the Total Hours listed in Your Order, for the setup of Your Adi Insights instance ("Setup Services"). Such Services may include the following activities.

- A. Facilitate discussions related to Your base configuration, which may include:
 - 1. Functionality review.
 - 2. Advising on configuration and integration setup.
 - 3. Implementation plan and project oversight.
- B. Provide You with eLearning training videos.
- C. Host virtual Q&A sessions.

2. Your Obligations and Project Assumptions

You acknowledge that Your timely provision of and access to assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Setup Services as set forth in Section 1, "Description of Setup Services" above. Oracle will not be responsible for any deficiency in performing Setup Services if such deficiency results from Your failure to provide full cooperation.

You acknowledge that Oracle's ability to perform the Setup Services depends upon Your fulfilment of the following obligations and the following project assumptions:

A. Your Obligations

- 1. Obtain Cloud Services under separate contract prior to the commencement of Setup Services and maintain such Cloud Services for the duration of the Setup Services.
- 2. Provide Oracle with full access to relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Professional Services.
- 3. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Professional Services.

4. Don't film or record Oracle's delivery of Professional Services, Oracle resources, or any Oracle materials.
5. Written communication of Your need to pause Professional Services to complete assigned tasks must be received five (5) business days in advance of any such pause, and the pause will be limited to no more than ten (10) business days.
6. Be responsible for completing the location and job template provided by Oracle.
7. Be responsible for performing all setup activities.

B. Project Assumptions

1. All Professional Services will be performed remotely.
2. You do not require Oracle consultants to work outside their standard local country workday hours.
3. All project documentation, configuration, and presentations and project communications are in English, or such other available languages the parties may agree upon in writing.
4. Oracle consulting resources are not dedicated to any single project and are engaged across many projects for various customers.
5. Any Professional Services not expressly included in the above Section 1, "Description of Setup Services" are considered out of scope.
6. Project schedule is based on availability of Your resources and key decision makers. Lack of access or change to project stakeholders will impact project timelines and costs if decisions cannot be made in a timely fashion.

3. Unused Services

The Setup Services must be used within the term of Your Order ("Professional Service Period"). Any portion of the Setup Services not used within the Professional Services Period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused portion of the Setup Services. You may not apply any portion of unused Setup Services or fees paid, for any services other than the Setup Services stated in this Service Description. In order for Oracle to provide Setup Services to You after the Professional Services Period, Oracle and You shall mutually agree, in writing, under a separate Order, to the terms and fees for such services.

4. Project Point of Contact

You and Oracle each agree to designate a project point of contact who shall be responsible for coordinating its activities under this Service Description. You and Oracle each shall direct all inquiries concerning the Professional Services to the other party's project point of contact. Your project point of contact shall have the authority to approve Professional Services on Your behalf. Oracle's project point of contact shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

RETIRED PARTS (NO NEW SALE; NO RENEWAL)

ESS Extended

With ESS Extended, Staff can entire and update their own bank account, superannuation, tax file number, employment and education history. It also allows for uploading of staff documents (2GB storage included) with notifications to payroll with Staff details are changed or entered, eliminating the need for paper forms and records.

ESS Extended is only available for customers located in Australia.

RETIRED PARTS (RENEWAL ONLY)

Professional Services - Advanced Support

Advanced Support is provided in accordance with Customer's order, including any applicable fees, and includes: (a) all integrations (including payroll), configuration, set up, troubleshooting and support, (b) assistance with wage set up, (c) web-based training. Other configurations may require a SOW.