NOTICE OF AWARD OF CONTRACT

TO: ORACLE AMERICA, INC.
500 ORACLE PARKWAY
REDWOOD CITY, CA 94065

DATE ISSUED: JULY 28, 2011
CURRENT REFERENCE NO: 363-10
CONTRACT TITLE: DTS - ORACLE ON DEMAND
PRIOR REFERENCE NO: N/A

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract in accordance with Oracle Ordering Document Number US-11617616-OD-14-FEB-2011 effective May 24, 2011. The contract term covered by this Notice of Award is effective IMMEDIATELY and expires on MAY 25, 2012.

This is the FIRST year award notice of a possible FIVE year contract.

The contract documents consist of the terms and conditions of Oracle Ordering Document Number US-11617616-OD-14-FEB-2011 including any exhibits attached or amendments thereto.

CONTRACT PRICING:

ORACLE ORDERING DOCUMENT NUMBER US-11617616-OD-14-FEB-2011

ATTACHMENT:

ORACLE ORDERING DOCUMENT NUMBER US-11617616-OD-14-FEB-2011

EMPLOYEES NOT TO BENEFIT:

NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: AMY LEWIS PITTMAN
VENDOR PAYMENT TERMS: NET 30 DAYS
EMAIL ADDRESS: AMY.LEWIS@ORACLE.COM

COUNTY CONTACT: HOLLY HARTELL
COUNTY TEL. NO.: 703-835-7325

CONTRACT AUTHORIZATION 7/28/11
DISTRIBUTION
VENDOR: 1
BID FOLDER: 2

Richard D. Warren, Jr. CPPB
County Purchasing Agent
ORDERING DOCUMENT

<table>
<thead>
<tr>
<th>Customer Name:</th>
<th>County Board of Arlington County, Virginia</th>
<th>Oracle America, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Address:</td>
<td>2100 Clarendon Blvd. Suite 612</td>
<td>Oracle Address:</td>
</tr>
<tr>
<td></td>
<td>Arlington, VA 22201</td>
<td>500 Oracle Parkway</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Redwood City, CA 94065</td>
</tr>
</tbody>
</table>

**ORACLE CONTRACT INFORMATION**

Agreement: On Demand Agreement Terms and Conditions: V121510


This Ordering Document incorporates by reference the On Demand Agreement Terms and Conditions specified above (the "Terms"). As used in this Ordering Document, "you" or "your" shall refer to the customer as defined in the Terms. The term "Agreement" refers collectively to this Ordering Document (including Attachment 1: the Computer and Administration Services Exhibit and its Scope Addendum and Appendices A through D and Attachment 2: the Terms).

A. SERVICES

You have ordered the services listed below in the table and detailed in the attached Exhibit(s), which are incorporated herein by reference.

All fees on this Ordering Document are in U.S. Dollars.

<table>
<thead>
<tr>
<th>On Demand Services</th>
<th>Reference</th>
<th>Fees*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Computer and Administration Services (5 Years)</td>
<td>Exhibit 1</td>
<td>$537,285.80</td>
</tr>
</tbody>
</table>

Total Fees $537,285.80

*Expenses are in accordance with the referenced Exhibit(s).

All fees payable to Oracle are due within 30 days from the invoice date. Invoices for services performed under separate Exhibits may be provided separately.
B. ADDITIONAL TERMS

1. Segmentation.
You acknowledge that the On Demand Services acquired hereunder were bid by Oracle separately from any services that you may have acquired from Oracle under other agreements. You understand that you have the right to acquire On Demand Services and any such other Oracle services separately.

2. Contact Information.

<table>
<thead>
<tr>
<th>Oracle Contracts Manager/Administrator:</th>
<th>Your Billing/Accounts Payable Contact:</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Name:</strong> Amy Lewis Pittman</td>
<td><strong>Name:</strong> Holly Hartell</td>
</tr>
<tr>
<td><strong>Address:</strong> 1100 Abernathy Rd.</td>
<td><strong>Address:</strong> 2100 Clarendon Blvd. Suite 612</td>
</tr>
<tr>
<td>Building 500; Suite 1120</td>
<td>Arlington, VA 22201</td>
</tr>
<tr>
<td>Atlanta, GA</td>
<td>Phone: 703-835-7325</td>
</tr>
<tr>
<td><strong>Phone:</strong></td>
<td><strong>Fax:</strong></td>
</tr>
<tr>
<td><strong>Email:</strong> <a href="mailto:Amy.Lewis@oracle.com">Amy.Lewis@oracle.com</a></td>
<td><strong>Email:</strong> <a href="mailto:Hhartell@arlingtonva.us">Hhartell@arlingtonva.us</a></td>
</tr>
</tbody>
</table>

3. Attachments and Order of Precedence.
The following documents are attached to this Ordering Document:
- Attachment 1: Computer and Administration Services Exhibit
  - Scope Assumptions Addendum
  - Appendix A, Oracle Programs
  - Appendix B, User and Processor Definitions
  - Appendix C, Computer and Administrative Services
  - Appendix D, Services Options and Supplemental Services
- Attachment 2: Terms.

In the event of any inconsistencies between (i) Attachment 2 and this Ordering Document, the Attachment 2 shall take precedence, and (ii) between this Ordering Document and Attachment 1, Attachment 1 shall take precedence.

Any request for any change in services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment or any other aspect of your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until you and Oracle agree in writing to the proposed change in an amendment to this Ordering Document and/or applicable Exhibit(s).

5. Relationship Between Parties.
Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing 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.

<table>
<thead>
<tr>
<th>County Board of Arlington County, Virginia</th>
<th>Oracle America, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name: R. D. Warren Jr.</td>
<td>Name: Wanda G. Ligget</td>
</tr>
<tr>
<td>Title: Purchasing Agent</td>
<td>Title: Manager, On Demand Contracts</td>
</tr>
<tr>
<td>Signature Date: 5/19/11</td>
<td>Signature Date: 20 - May - 2011</td>
</tr>
<tr>
<td>Ordering Document Effective Date: May 24, 2011 (To be completed by Oracle)</td>
<td></td>
</tr>
</tbody>
</table>
1. **Description of Services.** You have ordered the following On Demand Service(s):

1A. **Computer and Administration Services.** Upon Oracle’s acceptance of your order for Computer and Administration Services, you will have for a period of five years from the effective date of the Ordering Document a limited, non-exclusive, non-assignable, right to access and use within your single Production Environment and solely for your internal business operations, the Oracle Programs specified in the tables in Appendix A and C of this Exhibit, up to the quantity of Users and/or processors specified in Appendix C of this Exhibit. Any types of applicable Users and/or Processors are defined in Appendix B of this Exhibit. Your use of the Oracle Programs is subject to your license agreement for such programs.

Your Environment will reside on Infrastructure located at Oracle’s North America Data Center.

The Computer and Administration Services, Services Options, and Supplemental Services that are included in this Exhibit are (i) described in the Schedules referenced in this Exhibit as identified in Section 2 (such Schedules, collectively constitute the “Statement of Work”), and (ii) subject to the terms and conditions of such Schedules within the Statement of Work, the On Demand Agreement Terms and Conditions (the “Terms”), the Ordering Document and this Exhibit.

i. Oracle will deploy your E-Business Suite Programs on Infrastructure designed to accommodate a maximum of 500 concurrent users as mutually agreed upon as of the effective date of the Ordering Document. The estimate of concurrency usage is indicated in Table 1 below (“Usage Estimates”). Concurrent usage is the number of End Users simultaneously logged into the Environment.

<table>
<thead>
<tr>
<th>User Type</th>
<th>Your Estimated Concurrent Use</th>
</tr>
</thead>
<tbody>
<tr>
<td>Oracle E-Business Suite Program: Professional Users</td>
<td></td>
</tr>
<tr>
<td>Oracle E-Business Suite Program: Self-Service Application Users</td>
<td>500</td>
</tr>
<tr>
<td>Oracle E-Business Suite Program: Self-Service Application User Single Module</td>
<td></td>
</tr>
</tbody>
</table>

If you experience system performance degradation due to higher usage, or require a higher concurrent use, you shall have the opportunity to order, via a mutually agreed Ordering Document and Exhibit and/or Ordering Document/Exhibit Amendment, the required additional capacity and services to provide support for increased Concurrent Use.
1B. **Services Options and Supplemental Services.** The Services Options and Supplemental Services that are ordered under this Exhibit are (i) described in the applicable Schedules identified in this Section 1B and in Section 2, and (ii) subject to the terms and conditions of such Schedules, the Terms, the Ordering Document and this Exhibit.

The quantity of each type of Services Option and Supplemental Service is specified in Appendix D of this Exhibit. In the event that the Computer and Administration Services terminate, the Services Options and Supplemental Services will also terminate. Any unused Services Options and Supplemental Services remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such Services Options and Supplemental Services. You must acquire and continuously maintain Oracle Computer and Administration Services in order to acquire and continuously receive the Services Options and Supplemental Services.

Additional terms that govern Supplemental Services specified in Appendix D of this Exhibit are set forth in this Section 1B below.

(i) **Enhanced Recovery Services – Maximum Availability.** Enhanced Recovery Services – Maximum Availability consists of system management, and system monitoring activities that Oracle provides for specified, licensed Oracle Programs in Table 2 below. Maximum Availability is provided under Oracle’s Enhanced Recovery Services – Maximum Availability Schedule to the On Demand Services Exhibit, and is subject to the terms and conditions of the Terms, the Ordering Document, and this Exhibit.

<table>
<thead>
<tr>
<th>Service</th>
<th>Oracle Program(s)</th>
<th>E-Business Suite On Demand</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Business Suite On Demand</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(ii) **Custom Services – R12 Upgrade.** Custom Services – R12 Upgrade ("Upgrade Services") consist of services provided by Oracle for the Major Upgrade of an On Demand Environment from Release 11.5.x to Release R12. Table 3 below defines the quantity and type of Upgrade Services that are provided to you in conjunction with the Computer and Administration Services. Upgrade Services are provided under the Custom Services – Upgrade Schedule to the On Demand Services Exhibit, and are subject to the terms and conditions of the Terms, the Ordering Document and this Exhibit. The services under this Schedule will commence on a date mutually agreed upon by Customer and Oracle (Project Start Date) and will end on the earliest of the following to occur (Project End Date): (a) 30 days after the production Go-Live date of the upgraded On Demand Production Environment; and (b) the end of the Computer and Administration Services. In the event that Oracle’s performance of Upgrade Services related activities exceeds this timeframe, then you shall purchase additional Upgrade Services from Oracle; however, if Oracle’s performance of Upgrade Services activities exceeds this timeframe because Oracle failed to perform such activities as warranted, then Oracle shall re-perform the deficient Upgrade Services activities beyond the designated timeframe at no additional charge.

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity/Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Upgrade Services Delivery Methodology</td>
<td>Remote</td>
</tr>
<tr>
<td>Upgrade Services Project Management Delivery</td>
<td>Remote</td>
</tr>
<tr>
<td>Release of Applications to be Upgraded to R12</td>
<td>11.5.10</td>
</tr>
<tr>
<td>Platform Upgrade</td>
<td>Not Included</td>
</tr>
<tr>
<td>Technology Stack Upgrade</td>
<td>Included</td>
</tr>
</tbody>
</table>
1C. **Governance Services.** As part of the Computer and Administration Services, for a period of five years from the effective date of the Ordering Document, you will receive the type and quantity of Governance Services defined in Table 4 below. Governance Services are provided in accordance with the **Governance Services Schedule to the On Demand Services Exhibit** and are subject to the terms and conditions of the Terms, the Ordering Document and this Exhibit.

<table>
<thead>
<tr>
<th>Service</th>
<th>Quantity/Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Management Lead</td>
<td>Team Resource</td>
</tr>
<tr>
<td>Customer Management Delivery Methodology</td>
<td>Remote</td>
</tr>
<tr>
<td>Customer Management Lead Location</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>Account Review Frequency</td>
<td>Annual</td>
</tr>
<tr>
<td>Account Review Delivery Methodology</td>
<td>Remotely</td>
</tr>
<tr>
<td>Service Plan Frequency</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Availability Plan Frequency</td>
<td>Annual</td>
</tr>
<tr>
<td>Service Request Review Frequency</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Service Review Frequency</td>
<td>Annual</td>
</tr>
<tr>
<td>Service Review Delivery Methodology</td>
<td>Remotely</td>
</tr>
<tr>
<td>Customer Management Days Per Year (at 8 hours per day)</td>
<td>30</td>
</tr>
</tbody>
</table>

In the event that Oracle's performance of Governance activities exceeds the Customer Management Days Per Year set forth above, then you shall purchase additional Governance Services from Oracle; however, if Oracle's performance of Governance activities exceeds this timeframe because Oracle failed to perform such activities as warranted, then Oracle shall re-perform the deficient Governance activities beyond the designated timeframe at no additional charge.

2. **Statement of Work.** The Statement of Work under this Exhibit consists of the Schedules identified below; the Schedules specify the Computer and Administration Services and any Services Options and Supplemental Services ordered under this Exhibit. You may access the Schedules at [https://support.oracle.com](https://support.oracle.com) via the following path: Knowledge > Browse Knowledge > Online Documentation > On Demand Documentation > On Demand Schedules. For the purposes of this Exhibit, references to the term "Customer" in any Schedule within the Statement of Work shall mean "you" as defined in the Ordering Document.

I. **CORE ON DEMAND SERVICES**

A. **Infrastructure Management Service**
   1. **Infrastructure Services Schedule to the On Demand Services Exhibit**

B. **Applications and Technology Management Service**
   1. **General Application Management Service**
      a. **Application Management Services Schedule to the On Demand Services Exhibit**
   2. **Product-Specific Application Management Services**
      a. **For Oracle E-Business Suite Programs: Application Management Services for Oracle E-Business Suite Schedule to the On Demand Services Exhibit**

C. **Security/Data Protection**
   1. **On Demand Security Practices Schedule to the Computer and Administration Services Exhibit**

D. **Definitions**
   1. **Definitions Schedule.** The definitions identified in the Definitions Schedule apply to this Exhibit and all Schedules within the Statement of Work as referenced in this Section 2.

II. **EXTENDED ON DEMAND SERVICES**

A. **Disaster Recovery Services**
   1. **Enhanced Recovery Services - Maximum Availability Schedule to the On Demand Services Exhibit**

B. **Additional Extended On Demand Services**
1. **Custom Services - Upgrade Services Schedule to the On Demand Services Exhibit**

III. **CUSTOMER CARE**

A. **Governance**
   1. **Governance Services Schedule to the On Demand Services Exhibit**

B. **Decommission**
   1. **Decommission Services Schedule to the On Demand Services Exhibit**

IV. **SERVICE ENTITLEMENTS**

A. **Oracle E-Business Suite Entitlement Schedule to the Computer and Administration Services Exhibit**
B. **Backup Entitlement Schedule to the Computer and Administration Services Exhibit**
C. **Services Options and Supplemental Services Schedule to the Computer and Administration Services Exhibit**
D. **Enhanced Recovery Services Entitlement Schedule to the Computer and Administration Services Exhibit**

The Schedules are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of the Computer and Administration Services, Services Options, or Supplemental Services provided to you for the period for which you have paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

3. **Additional Computer and Administration Services.** For the initial 5-year term of the services and in accordance with the quantities types and prices set forth in Table(s) 5.A 5.B 5.C 5.D 5.E 6.A 7.A 8.A 9.A below you may increase or decrease the number of users permitted to access the On Demand Services and/or processors for the Oracle Programs listed in this Exhibit or the Tables attached to this Exhibit and referenced in the User Type Definitions appearing in Section 1.A of this Exhibit within your single Production Environment. In the event you increase the number of users and/or processors to a higher band any decrease to a lower band shall not be permitted for three months from the effective date of the increase. In no event shall the fee amount be reduced below the base fees for the services. In the event you decrease the number of users and/or processors to a lower band a one-time charge shall apply for each band so reduced as set forth on Table(s) 5.D. 5.E. below. Additionally you may order additional services in accordance with Table(s) 5.C.

For the initial 5-year term of the services and in accordance with the quantities types and prices set forth in Table(s) 6.A 7.A 8.A 9.A below you may add On Demand Services Oracle Programs listed in this Exhibit or the Tables attached to this Exhibit.

All changes to the services per the below Tables shall be subject to the following additional requirements and terms:

- Your request for any changes must be on an Oracle Computer and Administration Services Exhibit or Exhibit Amendment signed by Oracle that references the number of this Exhibit, and the date and number of the Ordering Document into which this Exhibit is incorporated.

- The total increase in the number of user units is capped by the highest amount set forth in the final band of 5.A

- The total increase in the number of processors is capped by the highest amount set forth in the final band of 5.B

- Any Oracle services Exhibit (or Amendment thereto) that reflects a change in applicable band set defined in Table(s) 5.A must indicate the new number of Professional Application User(s) and/or Self Service Application User(s) and/or Processors allocated by you within the new band.

As set forth in Table 5.A., each band consists of a defined number of user units. You may allocate the user units between two defined user types: Professional Application User and Self Service Application User. For each Professional Application User, one (1) user unit must be allocated. For each Self Service Application User, 0.167 user units must be allocated.

**Table 5.A. On Demand EBSO -- Professional Application User and Self Service Application User**

<table>
<thead>
<tr>
<th>Band</th>
<th>Number of User Units</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>692*</td>
<td>Included in base services fee</td>
</tr>
<tr>
<td>B</td>
<td>693 - 1500</td>
<td>No fee adjustment</td>
</tr>
<tr>
<td>C</td>
<td>1501 - 2500</td>
<td>144,956</td>
</tr>
</tbody>
</table>

As set forth in Table 5.B, each band consists of a defined number of Technology and/or Application Processes.

### Table 5.B. On Demand EBSO Technology and/or Application Processors

<table>
<thead>
<tr>
<th>Number of Processors</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>Included in base services fee</td>
</tr>
<tr>
<td>2 Processor</td>
<td>20,375</td>
</tr>
<tr>
<td>4 Processor</td>
<td>26,375</td>
</tr>
<tr>
<td>8 Processor</td>
<td>32,375</td>
</tr>
</tbody>
</table>

Customers who purchase several additional Non-Production Environments may be required to purchase additional resource(s), additional server(s), or additional storage unit(s) to manage the additional Non-Production Environments.

### Table 5.C. Additional EBSO Non-Production Environments

<table>
<thead>
<tr>
<th>Band</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Each Additional Non-Production Environment</td>
<td>15,812</td>
</tr>
</tbody>
</table>

### Table 5.D. EBSO Reduced Resource Commitment (RRC) One Time Charge – User Units

<table>
<thead>
<tr>
<th>Band</th>
<th>Number of User Units</th>
<th>One Time RRC (User)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Reduced from B to A</td>
<td>692</td>
<td>No Charge</td>
</tr>
<tr>
<td>Reduced from C to B</td>
<td>693 - 1500</td>
<td>71,239</td>
</tr>
</tbody>
</table>

### Table 5.E. EBSO Reduced Resource Commitment (RRC) One Time Charge – Technology and/or Application Processor

<table>
<thead>
<tr>
<th>Processor</th>
<th>One Time RRC (Processor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Processor</td>
<td>12,094</td>
</tr>
<tr>
<td>4 Processor</td>
<td>13,594</td>
</tr>
<tr>
<td>8 Processor</td>
<td>15,094</td>
</tr>
</tbody>
</table>
As set forth in Table 6.A., you may add Computer and Administration services for Hyperion and OBIEE.

**Table 6.A. On Demand Hyperion and OBIEE**

<table>
<thead>
<tr>
<th>Service</th>
<th>Assumptions</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Hyperion</strong></td>
<td>Planning, Public Sector Planning - 75 Named, 25 Concurrent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Financial Data Quality Management (FDM) - 10 Named; 10 Concurrent</td>
<td>174,396.42</td>
</tr>
<tr>
<td></td>
<td>Essbase - 10 Named; 10 Concurrent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instances - Production, Production Support (Test), Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage - 200GB</td>
<td></td>
</tr>
<tr>
<td><strong>Supplemental Services</strong></td>
<td>Transition Services</td>
<td>17,250.75</td>
</tr>
<tr>
<td></td>
<td>Implementation Support Services</td>
<td>3,366.00</td>
</tr>
</tbody>
</table>

As set forth in Table 7.A., you may add Computer and Administration services for OBIEE.

**Table 7.A. On Demand OBIEE**

<table>
<thead>
<tr>
<th>Service</th>
<th>Assumptions</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OBIEE</strong></td>
<td>Financial Analytics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>HR Analytics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instances - Production, Production Support (Test), Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage - 200GB</td>
<td>126,804.61</td>
</tr>
<tr>
<td><strong>Supplemental Services</strong></td>
<td>Transition Services</td>
<td>17,250.75</td>
</tr>
<tr>
<td></td>
<td>Implementation Support Services</td>
<td>3,366.00</td>
</tr>
</tbody>
</table>

As set forth in Table 8.A., you may add Computer and Administration services for OTO Identity Suite.

**Table 8.A. On Demand OTO Identity Suite**

<table>
<thead>
<tr>
<th>Service</th>
<th>Assumptions</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>OTO Identity Suite</strong></td>
<td>3 Technology Server Processors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 Application Server Processors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instances - Production, Production Support (Test)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage - 200GB</td>
<td>47,664.38</td>
</tr>
<tr>
<td><strong>OTO MADR</strong></td>
<td>Maximum Availability - 4 Processors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage - 200GB</td>
<td>64,711.91</td>
</tr>
<tr>
<td><strong>Supplemental Services</strong></td>
<td>Transition Services</td>
<td>17,250.75</td>
</tr>
<tr>
<td></td>
<td>Implementation Support Services</td>
<td>3,366.00</td>
</tr>
</tbody>
</table>

As set forth in Table 8.A., you may add Computer and Administration services for Hyperion, OBIEE and OTO Identity Suite as a bundle on a single Ordering Document Amendment.
<table>
<thead>
<tr>
<th>Service</th>
<th>Description</th>
<th>Annual Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Hyperion</td>
<td>Planning, Public Sector Planning - 75 Named; 25 Concurrent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Financial Data Quality Management (FDM) - 10 Named; 10 Concurrent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Erasebase - 10 Named; 10 Concurrent</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instances - Production, Production Support (Test), Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage – 200GB</td>
<td></td>
</tr>
<tr>
<td>OBIEE</td>
<td>Financial Analytics</td>
<td>308,122.79</td>
</tr>
<tr>
<td></td>
<td>HR Analytics</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instances - Production, Production Support (Test), Development</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage – 200GB</td>
<td></td>
</tr>
<tr>
<td>OTO Identity Suite</td>
<td>3 Technology Server Processors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>3 Application Server Processors</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Instances - Production, Production Support (Test)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Storage – 200GB</td>
<td></td>
</tr>
<tr>
<td>OTO MADR</td>
<td>Maximum Availability - 4 Processors</td>
<td>64,711.91</td>
</tr>
<tr>
<td></td>
<td>Storage – 200GB</td>
<td></td>
</tr>
<tr>
<td>Supplemental Services</td>
<td>Transition Services</td>
<td>17,250.75</td>
</tr>
<tr>
<td></td>
<td>Implementation Support Services</td>
<td>3,366.00</td>
</tr>
</tbody>
</table>

4. **Phased Implementation.** You may deploy the services specified in Appendices C and D of this Exhibit over a period of five years from the effective date of the Ordering Document in the increments specified in Appendices C and D.

5. **Previous or Unused Services.** You agree that this Exhibit terminates and supersedes the following Ordering Document(s) between the parties, US-35875-12-APR-05, including all orders placed thereunder and all amendments thereto (collectively, the "Previous Services Agreement"), under which you previously acquired services ("Previous Services"), and that, accordingly, you hereby terminate Previous Services for all programs identified in the Previous Services Agreement. You agree to pay any fees for Previous Services that have accrued prior to the effective date of this Ordering Document. The actual unpaid services fee will be processed as of the effective date of this Ordering Document. Oracle agrees, upon your written request, to deliver to your location (i) one copy of the software media for any programs for which you have not previously been shipped software media, and (ii) data for programs for which you acquired Previous Services under the Previous Services Agreement, but for which you are not acquiring services under this Exhibit.

The services fees due under this Exhibit shall be reduced by the amount of fees paid for unused services, if any, associated with your Previous Services Agreement as stated above provided that the invoices for such services have been paid in full. The amount of services fee reduction will be processed as of the effective date of the Ordering Document.
APPENDIX A
ORACLE PROGRAMS

This is Appendix A to the Exhibit by and between Oracle and Customer. This Appendix identifies the Oracle Programs for which On Demand Services are provided as described in the Exhibit.

Table A—Applications Included with On Demand Professional Application User and On Demand External Application User

<table>
<thead>
<tr>
<th>Category</th>
<th>Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement</td>
<td>Purchasing, Procurement Contracts, Services Procurement, Advanced Pricing, iProcurement, Sourcing, iSupplier Portal, Sourcing Optimization (available for R12 only)</td>
</tr>
<tr>
<td>Logistics</td>
<td>Inventory Management, Mobile Supply Chain Applications, Warehouse Management</td>
</tr>
<tr>
<td>Asset Lifecycle Management</td>
<td>Asset Tracking (available for R12 only), Property Manager (available for R12 only)</td>
</tr>
<tr>
<td>Service</td>
<td>TeleService, Service Contracts, Field Service, Spares Management, Advanced Scheduler, Mobile Field Service, Depot Repair</td>
</tr>
<tr>
<td>Financial</td>
<td>Financials, Activity Based Management, Advanced Collections, Internal Controls Manager, Internet Expenses, iReceivables, Grants</td>
</tr>
<tr>
<td>Human Resources</td>
<td>Human Resources, Advanced Benefits, iRecruitment, Payroll **, HR Intelligence, Self-Service Human Resources, Time and Labor</td>
</tr>
<tr>
<td>Learning Management</td>
<td>Learning Management, Online Learning, iLearning</td>
</tr>
<tr>
<td>Intelligence</td>
<td>E-Business Intelligence, Balanced Scorecard, Enterprise Planning and Budgeting</td>
</tr>
<tr>
<td>Maintenance Management</td>
<td>Enterprise Asset Management, Self-Service Work Requests</td>
</tr>
<tr>
<td>Other</td>
<td>Tutor for Applications, Self-Service Tutor for Applications</td>
</tr>
<tr>
<td>Read Only Users</td>
<td>Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Sales Contracts, Discrete Manufacturing, Process Manufacturing</td>
</tr>
</tbody>
</table>

**For Payroll an additional module fee is required

Table B—Applications included with On Demand Self Service Application User

<table>
<thead>
<tr>
<th>Category</th>
<th>Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement</td>
<td>iProcurement, Sourcing, iSupplier Portal, Services Procurement</td>
</tr>
<tr>
<td>Intelligence</td>
<td>Enterprise Planning and Budgeting (available for R12 only), Profitability Manager (available for R12 only)</td>
</tr>
<tr>
<td>Maintenance Management</td>
<td>Self-Service Work Requests</td>
</tr>
<tr>
<td>Projects</td>
<td>Project Resource Management, Project Collaboration</td>
</tr>
<tr>
<td>Financial</td>
<td>Internet Expenses, iReceivables, Internal Control Manager (available for R12 only)</td>
</tr>
<tr>
<td>Human Resources</td>
<td>Self-Service Human Resources, Time and Labor</td>
</tr>
<tr>
<td>Learning Management</td>
<td>Learning Management, Online Learning, iLearning</td>
</tr>
<tr>
<td>Other</td>
<td>Tutor for Applications, Self-Service Tutor for Applications</td>
</tr>
<tr>
<td>Read Only Users</td>
<td>Financials, Purchasing, Project Costing, Service Contracts, Project Contracts, Sales Contracts, Discrete Manufacturing, Process Manufacturing</td>
</tr>
</tbody>
</table>

Table C—Applications Included with On Demand HR Self Service Application User

<table>
<thead>
<tr>
<th>Category</th>
<th>Programs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Human Resources</td>
<td>Self-Service Human Resources, Time and Labor</td>
</tr>
<tr>
<td>Learning Management</td>
<td>Learning Management, Online Learning, iLearning</td>
</tr>
</tbody>
</table>
APPENDIX B
USER AND PROCESSOR DEFINITIONS.

This is Appendix B to the Exhibit by and between Oracle and Customer. This Appendix describes the applicable User and Processor Definitions for services specified in the Exhibit.

A. On Demand Professional Application User is defined as an individual authorized by you to access an application program specified in Table A of Appendix A through Oracle On Demand Services, regardless of whether or not the individual is actively using Oracle On Demand Services at any given time.

B. On Demand Self Service Application User is defined as an individual authorized by you to access an application program specified in Table B of Appendix A through Oracle On Demand Services, regardless of whether or not the individual is actively using Oracle On Demand Services at any given time.

C. On Demand Self Service Application User-Single Module is defined as an individual authorized by you to access the application program specified in the Table C in Appendix C through Oracle On Demand Services, regardless of whether or not the individual is actively using Oracle On Demand Services at any given time.
# APPENDIX C
## COMPUTER AND ADMINISTRATION SERVICES

This is Appendix C to the Exhibit by and between Oracle and Customer. This Appendix sets forth the quantity and fees, for the Computer and Administration Services for the Oracle Programs.

<table>
<thead>
<tr>
<th>Computer and Administration Services</th>
<th>Quantity</th>
<th>Annual Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Computer and Administration Services – Program Fees</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>YEAR 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><em>Phase Implementation - Months 1-6</em></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For E-Business Suite Programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand Professional Application User</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>On Demand Self Service Application User</td>
<td>650</td>
<td></td>
</tr>
<tr>
<td>On Demand HR Self Service Application User</td>
<td>3550</td>
<td></td>
</tr>
<tr>
<td>On Demand - Payroll</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On Demand - Grants</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 1 - Phase Implementation - Months 1 – 6</strong></td>
<td></td>
<td>$148,205.05</td>
</tr>
</tbody>
</table>

<p>| <strong>YEAR 1</strong>                                             |          |                 |
| <em>Phase Implementation – Months 7-12</em>                   |          |                 |
| For E-Business Suite Programs                          |          |                 |
| On Demand Professional Application User               | 100      |                 |
| On Demand Self Service Application User               | 650      |                 |
| On Demand HR Self Service Application User             | 3550     |                 |
| On Demand - Payroll                                   | 1        |                 |
| On Demand – Grants                                    | 100      |                 |
| <strong>TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 1 - Phase Implementation - Months 7 – 12</strong> |          | $167,111.61     |
| <strong>TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 1</strong> |          | $315,316.67     |</p>
<table>
<thead>
<tr>
<th>Computer and Administration Services</th>
<th>Quantity</th>
<th>Annual Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YEAR 2 - (Renewal Year 1)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>For E-Business Suite Programs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand Professional Application User</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td>On Demand Self Service Application User</td>
<td>650</td>
<td></td>
</tr>
<tr>
<td>On Demand HR Self Service Application User</td>
<td>3550</td>
<td></td>
</tr>
<tr>
<td>On Demand - Payroll</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On Demand - Grants</td>
<td>100</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 2: (Renewal Year 1)</strong></td>
<td></td>
<td>$283,649.30</td>
</tr>
</tbody>
</table>

| **YEAR 3 - (Renewal Year 2)**        |          |                  |
| For E-Business Suite Programs        |          |                  |
| On Demand Professional Application User | 100      |                  |
| On Demand Self Service Application User | 650      |                  |
| On Demand HR Self Service Application User | 3550    |                  |
| On Demand - Payroll                  | 1        |                  |
| On Demand - Grants                   | 100      |                  |
| **TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 3: (Renewal Year 2)** | | $280,239.47 |

| **YEAR 4 - (Renewal Year 3)**        |          |                  |
| For E-Business Suite Programs        |          |                  |
| On Demand Professional Application User | 100      |                  |
| On Demand Self Service Application User | 650      |                  |
| On Demand HR Self Service Application User | 3550    |                  |
| On Demand - Payroll                  | 1        |                  |
| On Demand - Grants                   | 100      |                  |
| **TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 4: (Renewal Year 3)** | | $279,782.83 |

<p>| <strong>YEAR 5 - (Renewal Year 4)</strong>        |          |                  |
| For E-Business Suite Programs        |          |                  |
| On Demand Professional Application User | 100      |                  |
| On Demand Self Service Application User | 650      |                  |
| On Demand HR Self Service Application User | 3550    |                  |
| On Demand - Payroll                  | 1        |                  |</p>
<table>
<thead>
<tr>
<th>Computer and Administration Services</th>
<th>Quantity</th>
<th>Annual Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>On Demand – Grants</td>
<td>100</td>
<td>$282,328.69</td>
</tr>
</tbody>
</table>

**TOTAL COMPUTER AND ADMINISTRATION SERVICES FEES YEAR 5: (Renewal Year 4)**
APPENDIX D
SERVICES OPTIONS AND SUPPLEMENTAL SERVICES

This is Appendix D to the Exhibit by and between Oracle and Customer. This Appendix sets forth the quantity and type of Services Options and Supplemental Services, purchased under the Exhibit, including associated fees.

<table>
<thead>
<tr>
<th>On Demand Services Option or Supplemental Service</th>
<th>Quantity</th>
<th>Annual Fees</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>YEAR 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phase Implementation - Months 1 - 6</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional VPN</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On Demand - Storage Unit - 200 Usable Gigabytes 2 to &lt; 5 Usable Terabytes</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional Non-Production Environment</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On Demand - Enhanced Recovery Service - Maximum Availability</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Option: On Demand - Enhanced Recovery - Maximum Availability - Additional Processor</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES YEAR 1 - Phase Implementation - Months 1 – 6</strong></td>
<td></td>
<td>$45,740.38</td>
</tr>
<tr>
<td><strong>YEAR 1</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Phase Implementation - Months 7 - 12</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional VPN</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>On Demand - Storage Unit - 200 Usable Gigabytes 2 to &lt; 5 Usable Terabytes</td>
<td>13</td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional Non-Production Environment</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>On Demand - Enhanced Recovery Service - Maximum Availability</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>Option: On Demand - Enhanced Recovery - Maximum Availability - Additional Processor</td>
<td>4</td>
<td></td>
</tr>
<tr>
<td>Custom Services – R12 Upgrade Services</td>
<td>1</td>
<td>$132,805.37</td>
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<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES YEAR 1 - Phase Implementation - Months 7 – 12</strong></td>
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<td>$176,228.75</td>
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<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES FEES YEAR 1</strong></td>
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<td>$221,969.13</td>
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<tr>
<td>On Demand Services Option or Supplemental Service</td>
<td>Quantity</td>
<td>Annual Fees</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>----------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td><strong>YEAR 2 – (Renewal Year 1)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional VPN</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Storage Unit - 200 Usable Gigabytes 2 to &lt; 5 Usable Terabytes</td>
<td>8</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Additional Non-Production Environment</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Enhanced Recovery Service - Maximum Availability</td>
<td>1</td>
<td>$86,437.51</td>
</tr>
<tr>
<td>Option: On Demand - Enhanced Recovery – Maximum Availability - Additional Processor</td>
<td>4</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES FEES YEAR 2</strong></td>
<td></td>
<td><strong>$86,437.51</strong></td>
</tr>
<tr>
<td><strong>YEAR 3 – (Renewal Year 2)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional VPN</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Storage Unit - 200 Usable Gigabytes 2 to &lt; 5 Usable Terabytes</td>
<td>8</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Additional Non-Production Environment</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Enhanced Recovery Service - Maximum Availability</td>
<td>1</td>
<td>$85,604.05</td>
</tr>
<tr>
<td>Option: On Demand - Enhanced Recovery – Maximum Availability - Additional Processor</td>
<td>4</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES FEES YEAR 3</strong></td>
<td></td>
<td><strong>$85,604.05</strong></td>
</tr>
<tr>
<td><strong>YEAR 4 – (Renewal Year 3)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand - Additional VPN</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Storage Unit - 200 Usable Gigabytes 2 to &lt; 5 Usable Terabytes</td>
<td>8</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Additional Non-Production Environment</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand - Enhanced Recovery Service - Maximum Availability</td>
<td>1</td>
<td>$85,470.58</td>
</tr>
<tr>
<td>Option: On Demand - Enhanced Recovery – Maximum Availability - Additional Processor</td>
<td>4</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES FEES YEAR 4</strong></td>
<td></td>
<td><strong>$85,470.58</strong></td>
</tr>
<tr>
<td>On Demand Services Option or Supplemental Service</td>
<td>Quantity</td>
<td>Annual Fees</td>
</tr>
<tr>
<td>--------------------------------------------------------------------------------------</td>
<td>----------</td>
<td>----------------------------------</td>
</tr>
<tr>
<td><strong>YEAR 5 — (Renewal Year 4)</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Services Options</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>On Demand — Additional VPN</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand — Storage Unit – 200 Usable Gigabytes 2 to &lt; 5 Usable Terabytes</td>
<td>8</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand — Additional Non-Production Environment</td>
<td>1</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td>On Demand — Enhanced Recovery Service — Maximum Availability</td>
<td>1</td>
<td>$86,019.74</td>
</tr>
<tr>
<td>Option: On Demand — Enhanced Recovery — Maximum Availability — Additional Processor</td>
<td>4</td>
<td>Fees Included in Appendix C Fees</td>
</tr>
<tr>
<td><strong>TOTAL SERVICES OPTIONS AND SUPPLEMENTAL SERVICES FEES— YEARS: (Renewal Year 4)</strong></td>
<td></td>
<td>$86,019.74</td>
</tr>
</tbody>
</table>
Scope Assumptions Addendum to the
Computer and Administration Services exhibit

Version 1.0

Effective Date: May 01, 2011

This is the Scope Assumptions Addendum to the Computer and Administration Services Exhibit or Administration Services Exhibit, as applicable (the "Exhibit") by and between you and Oracle. This Addendum describes the scope assumptions for the services provided by Oracle to you as set forth in the Ordering Document the Terms, and the Exhibit provided by Oracle to Customer. The assumptions described herein relate to the services set forth in and subject to the terms of the Ordering Document the Terms, and the Exhibit. Capitalized terms not otherwise defined herein shall have the meaning accorded to them in the Definitions Schedule.

This Addendum addresses the following topics:

Section 1: Project Scope Assumptions .................................................. 1
  1.1 Overview ........................................................................ 2
  1.2 Scope Assumptions ........................................................ 2

Section 2: Product Scope Assumptions ................................................. 2
  2.1 Overview ........................................................................ 2
  2.2 Scope Assumptions ........................................................ 2

Section 3: Architecture Scope Assumptions .......................................... 3
  3.1 Overview ........................................................................ 3
  3.2 Scope Assumptions ........................................................ 3

Section 4: Disaster Recovery Scope Assumptions ................................... 3
  4.1 Overview ........................................................................ 3
  4.2 Scope Assumptions ........................................................ 3

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  5.1 Overview ........................................................................ 3
  5.2 Scope Assumptions ........................................................ 3

Section 6: Upgrade Services ............................................................... 4
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  6.2 Scope Assumptions ........................................................ 4
Section 1: Project Scope Assumptions

1.1 Overview

This document provides an overview of assumptions and parameters provided by Arlington County for use in preparing the On Demand service. Nothing in this document provides an entitlement for any quantity of equipment or service; all entitlements are as provided in the ordering document and the On Demand Enlistment schedules. Any changes to these requirements or assumptions can impact On Demand service and may also increase the price.

1.2 Scope Assumptions

<table>
<thead>
<tr>
<th>Overall Project Assumptions/Requirements</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Type of Hosting</td>
<td>Oracle Commerical Zone, EBSO</td>
</tr>
<tr>
<td>Type of Project</td>
<td>Existing Customer – New Contract / R12 Upgrade</td>
</tr>
<tr>
<td>Duration of Upgrade Project</td>
<td>6 Months</td>
</tr>
<tr>
<td>Functional Upgrade Activities</td>
<td>Arlington County</td>
</tr>
<tr>
<td>Upgrade User Acceptance Testing</td>
<td>Arlington County</td>
</tr>
<tr>
<td>On-going CEMLI Development Services</td>
<td>Arlington County</td>
</tr>
<tr>
<td>3rd party Software Responsibilities</td>
<td>Arlington County</td>
</tr>
</tbody>
</table>

Section 2: Product Scope Assumptions

2.1 Overview

The following table outlines the high-level product scope assumptions for the On Demand services in Arlington County:

2.3 Scope Assumptions

<table>
<thead>
<tr>
<th>Product Assumptions</th>
<th>EBSO Release 11.5.10</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applications Version</td>
<td>EBSO Release 11.5.10</td>
</tr>
<tr>
<td>EBSO Premium Modules</td>
<td>Payroll, Comis</td>
</tr>
<tr>
<td>Oracle Technology On-Demand (OTO)</td>
<td>EBSO Release 11.5.10</td>
</tr>
<tr>
<td>Products and versions</td>
<td>Not Applicable</td>
</tr>
</tbody>
</table>
Section 3: Architecture Scope Assumptions

3.1 Overview

This section describes the different Oracle product-level requirements and assumptions used to propose On Demand service for Arlington County. Specific Oracle product versions and technology stack details outlined here are based on Oracle On Demand Certified Configurations. Any changes to these requirements can impact the proposed service and price.

It will be Arlington County's responsibility to maintain the appropriate license and maintenance support agreements for the software included within the On Demand service.

3.2 Scope Assumptions

<table>
<thead>
<tr>
<th>Architecture Assumptions</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>EBSCO Release</strong></td>
<td>11.5.10</td>
</tr>
<tr>
<td><strong>User Counts</strong></td>
<td>100 Professional Named Users, 650 Self-Service Application Users, 3550 Self-Service HR Users, 500 average concurrent users</td>
</tr>
<tr>
<td><strong>Instances</strong></td>
<td>4 Instances - Production, Production Support (TEST), Development &amp; Stage</td>
</tr>
<tr>
<td><strong>Storage</strong></td>
<td>200 GB</td>
</tr>
<tr>
<td><strong>Technology Stack</strong></td>
<td>Oracle 10g Database, Oracle Application Server 10g AS 10.1.3</td>
</tr>
<tr>
<td><strong>Public Internet Access</strong></td>
<td>DMIS access for Supplier, Recruitment</td>
</tr>
<tr>
<td><strong>Main VPN</strong></td>
<td>2 VPNs</td>
</tr>
<tr>
<td><strong>Miscellaneous</strong></td>
<td>CEMLI (Configuration, Extension, Modification, Localization and Interfaces) data migration services are to be completed by Arlington County.</td>
</tr>
<tr>
<td><strong>Implementation</strong></td>
<td>Not Applicable</td>
</tr>
<tr>
<td><strong>Server Virtualization</strong></td>
<td>Oracle On Demand will determine and implement Server Virtualization where applicable.</td>
</tr>
</tbody>
</table>

Section 4: Disaster Recovery Scope Assumptions

4.1 Overview

The following table outlines the high-level disaster recovery scope assumptions for the On Demand services for Arlington County.

4.2 Scope Assumptions

<table>
<thead>
<tr>
<th>Disaster Recovery</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>RTO (Recovery Time Objective)</strong></td>
<td>4 hours</td>
</tr>
<tr>
<td><strong>RPO (Recovery Point Objective)</strong></td>
<td>1 hour</td>
</tr>
<tr>
<td><strong>Capacity</strong></td>
<td>100%</td>
</tr>
<tr>
<td><strong>Environments</strong></td>
<td>Production EBSCO</td>
</tr>
</tbody>
</table>

Section 5: User Count, Instance Count & Storage Scope Assumptions

5.1 Overview

Proposed On Demand service is based on the following application user counts, storage and application instance counts. Any changes to these requirements can change the proposed service and price.

5.2 Scope Assumptions

<table>
<thead>
<tr>
<th>Application Component</th>
<th>User Count</th>
<th>Instance Count</th>
<th>Storage in GB</th>
</tr>
</thead>
<tbody>
<tr>
<td>EBSCO 100 Professional Named Users 3550 Self Service Named Users</td>
<td>4</td>
<td>2000</td>
<td></td>
</tr>
<tr>
<td>MADR 100 Professional Named Users 3550 Self Service Named Users</td>
<td>1</td>
<td>500</td>
<td></td>
</tr>
</tbody>
</table>

Scope Assumptions Addendum to the Computer and Administration Services Exhibit, Version 1.0
Effective Date: May 01, 2017
Page 3 of 4
Section 8: Upgrade Services

6.1 Overview
Upgrade Services provided to Arlington County for purpose of performing a Major Upgrade of an existing Release 11.5.10 Environment to a Release R12 Environment ("Upgrade").

6.2 Scope Assumptions

<table>
<thead>
<tr>
<th>R12 Upgrade Services</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Type of Project</strong></td>
<td>Upgrade Services</td>
</tr>
<tr>
<td><strong>Duration of Project</strong></td>
<td>6 Months</td>
</tr>
<tr>
<td><strong>Functional Upgrade Activities</strong></td>
<td>Arlington County</td>
</tr>
<tr>
<td><strong>User Acceptance Testing (UAT)</strong></td>
<td>Arlington County</td>
</tr>
<tr>
<td><strong>CEMLI Development and Ongoing Support</strong></td>
<td>Arlington County</td>
</tr>
<tr>
<td><strong>Upgrade DBA Days</strong></td>
<td>79</td>
</tr>
<tr>
<td><strong>Upgrade Versions</strong></td>
<td>E-Business Suite to v12.1.3 or greater</td>
</tr>
<tr>
<td><strong>RDMS v11g</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Upgrade Iterations</strong></td>
<td>2 Test, 1 Dry Run, 1 Production</td>
</tr>
<tr>
<td><strong>Upgrade Storage</strong></td>
<td>2 TB for duration of upgrade project</td>
</tr>
<tr>
<td><strong>Environments</strong></td>
<td>1 Pre-Production (Post Go-Live Env)</td>
</tr>
<tr>
<td><strong>Non-Production</strong></td>
<td></td>
</tr>
<tr>
<td><strong>Technical Project Management</strong></td>
<td>Oracle</td>
</tr>
<tr>
<td><strong>Overall Project Management</strong></td>
<td>Arlington County</td>
</tr>
<tr>
<td><strong>Third Party Products</strong></td>
<td>Vertex, Noelix, Unix2005 and KBase</td>
</tr>
</tbody>
</table>
Attachment 2
ARLINGTON COUNTY, VIRGINIA AND ORACLE AMERICA, INC.
ON DEMAND AGREEMENT TERMS AND CONDITIONS

A. Definitions
"You" and "your" or the "County" refers to the individual or entity that has executed the Ordering Document into which this Attachment 2, "On Demand Terms and Conditions" (hereinafter, the "Terms") are incorporated and has ordered the On Demand Services from Oracle America, Inc. ("Oracle" or "Contractor").

This Agreement consists of the following documents:
- Ordering Document;
- Attachment 1 (Computer Administration Services Exhibit, consisting of the Scope Addendum and Appendices A through D); and
- Attachment 2 (these Terms).

In the event of any conflict or inconsistencies between these documents, this Attachment 2 shall take precedence over all other documents, and Attachment 1 shall take precedence over the Ordering Document.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered. The term "program documentation" refers to the program user manual and program installation manuals. The term "programs" refers to the software products owned or distributed by Oracle which you have separately purchased, program documentation, and any program updates acquired through technical support. The term "services" or "On Demand Services," as used herein and as set forth in the Ordering Document means collectively the Computer and Administration Services, Services Options, and Supplemental Services that you are ordering, but does not include technical support, education services, Oracle Consulting services or any other types of services.

B. Rights Granted
Upon payment for services, you have the non-exclusive, non-assignable, royalty free perpetual, limited right to use for your internal business operations, anything developed by Oracle and delivered to you under the Agreement. You may allow your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and you are responsible for their compliance with this Agreement. For anything developed or delivered under this Agreement that is specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed. Oracle retains ownership and all intellectual property rights to everything developed or delivered under the Agreement.

Your rights and remedies, and Oracle’s duties and obligations, under the Agreement only arise if you comply with your duties and obligations for access to and use of the services under this Agreement. You acknowledge and agree that any exception to your compliance with your duties and obligations is granted on the condition that Oracle is not responsible for the resulting consequences.

The services provided under this Agreement may be related to your license to use programs which you acquire under a separate order. The Agreement referenced in that order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

C. Your Obligations.
You acknowledge that Oracle’s ability to deliver the On Demand Services depends upon your fulfillment of the following obligations:
1. You will obtain, and maintain for the duration of the services term, licenses and technical support (including Software Update License & Support, or any successor Oracle technical support offering) for any applicable Oracle programs including those for which Computer and Administration Services are provided. You acknowledge that you do not acquire licenses to, or technical support for, such programs under the Agreement.

2. You must use the On Demand Services (including any Environments provided by Oracle) solely for your internal business operations and not for the purpose of timesharing or use as service bureau, subscription service, software as a service or for other hosting, rental, lease, sublicense or sharing arrangements.
3. You are responsible for using the services in accordance with the terms set forth in Section D (Ownership and Restrictions on Use of Services) below.

4. As reasonably required by Oracle, you will provide Oracle with access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services.

5. If Oracle requires access to other vendor’s products (referred to as “Third Party Software”) that are part of your system during the performance of services, you are responsible for acquiring all necessary license rights necessary for Oracle to access such products on your behalf to perform services. Oracle is not responsible for providing or supporting Third Party Software in connection with provision of the services hereunder.

6. You are solely responsible for the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment without Oracle’s prior consent, as well as the impact that such Third Party Software and such other software may have on the On Demand Services.

7. Oracle’s performance of its obligations under this Agreement is dependent on your timely provision of assistance, cooperation, and complete and accurate information from your officers, agents and employees.

D. Ownership and Restrictions on Use of Services

Oracle retains all ownership and intellectual property rights to anything developed and delivered under this Agreement resulting from services.

You agree not to use or permit use of the services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, for any purpose that may (a) menace or harass any person or cause damage or injury to any person or property, (b) involve the publication of any material that is false, defamatory, harassing or obscene, (c) violate privacy rights or promote bigotry, racism, hatred or harm, (d) constitute unsolicited bulk e-mail, “junk mail”, “spam” or chain letters; (e) constitute an infringement of intellectual property or other proprietary rights, or (f) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under the Agreement, Oracle reserves the right to remove or disable access to any material that violates the foregoing restrictions. Oracle shall have no liability to you in the event that Oracle takes such action. To the extent permitted by law, you agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this Section.

E. Warranties, Disclaimers and Exclusive Remedies

The sole and exclusive warranty for services provided to you is that Oracle warrants that the services will be provided in accordance with the On Demand Services specifications set forth in the Schedules under the Statement of Work defined in this Computer and Administration Services Exhibit.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, OR FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE.

If the services provided to you for any given month during the services term were not in accordance with this warranty, you must provide written notice to Oracle no later than five business days after the last day of that particular month. Your notice must contain a description of the deficiency in services (including the Service Request number notifying Oracle of the deficiency in service) and must be submitted to outsourcingcredit_ww@oracle.com. If applicable, Oracle will remit a services fee credit for such month calculated at 20% of net monthly Computer and Administration Services fees for Oracle’s failure to provide the services as warranted. The credit will be in the form of a credit towards any outstanding balance for On Demand Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE’S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS EXHIBIT.

F. Delivery

Oracle reserves the right to provide some or all of the services from locations, and/or through use of subcontractors, worldwide. You shall obtain at your sole expense any and all rights and consents from third parties necessary for Oracle and its subcontractors to perform the services under this Exhibit. Oracle may compile statistical and performance information related to the provision of services, and may make such information publicly available. Such information does not incorporate your personally identifiable information or date and/or identify your confidential information. Oracle retains all intellectual property rights in such information.

Based: OLSA_V121510_US.doc
If you are purchasing any services that involve on-site delivery of services, Oracle will deliver such services to the customer address(es) specified in the Ordering Document during local business hours, excluding local public holidays. You and Oracle may mutually agree in writing that such services be delivered at other location(s). You agree to use reasonable efforts to schedule on-site services by each on-site On Demand resource for a minimum of eight (8) continuous hours of services per day. You agree to provide on-site On Demand resources with access to office accommodations and facilities, equipment, assistance, accurate and complete information, and suitably configured computer products.

G. Indemnification

This Section G is enforceable only to the extent permitted by law. If a third party makes a claim against either you or Oracle ("Recipient" which may refer to you or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, or material ("Material") furnished by either you or Oracle ("Provider" which may refer to you or Oracle depending on which party provided the Material), and used by the Recipient infringes its intellectual property rights, the Provider, at its sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- gives the Provider sole control of the defense and any settlement negotiations; provided, however, that such settlement (i) will not contain an admission of liability or wrongdoing by the Recipient; (ii) does include a release of all covered claims pending against the Recipient; and (iii) does not impose upon the Recipient any obligation determined by the Recipient to be material other than an obligation to stop using any infringing item; such control by Provider shall be subject to applicable law, and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim, provided that such assistance shall not be in the form of monies in excess of the Contract price, attorney’s fees, or attorney’s time, except as granted by the Recipient at the Recipient’s sole discretion.

If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and any unused, prepaid technical support fees you have paid to Oracle for the license. If you are the Provider and such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order. The Provider will not indemnify the Recipient if the Recipient alters the Material or uses it outside the scope of use identified in the Provider’s user documentation or if the Recipient uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was provided to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Oracle program(s) as delivered to you and used in accordance with the terms of this Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this Agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this Agreement. This section provides the parties’ exclusive remedy for any infringement claims or damages.

H. Program Licenses and Technical Support.

You acknowledge that (a) the fees for On Demand Services set forth in the Ordering Document and its exhibit do not include associated program licenses or technical support, (b) you have separately acquired and will continue to maintain licenses and technical support for such programs (including Software Update License & Support, or any successor Oracle technical support offering), and (c) your use of such programs and technical support are governed solely by the Agreement(s) under which such licenses and technical support are obtained.

I. Term and Termination

Computer and Administration Services and Services Options provided under the Agreement shall be provided for a period of five years from the effective date of the Ordering Document unless earlier terminated in accordance with the Agreement. The initial one-year term of the Computer and Administration Services and the renewal years are collectively defined as the “services term.” The period of Supplemental Services provided under a Schedule to this Exhibit shall begin on the effective date of the Ordering Document and shall end on the earlier of the following to occur: (i) Oracle’s performance of the quantity of such Supplemental Services under the applicable Schedule within the timeframe set forth in the Ordering Document, (ii) one year after the effective
date of the Ordering Document, or (iii) the termination or expiration of the applicable Supplemental Services or the Computer and Administration Services.

Computer and Administration Services acquired under the Agreement may be renewed annually, subject to your payment of fees for services. For each renewal year, the annual fee for such services will be as noted in Appendix C to the Computer and Administration Services Exhibit.

Services Options and Supplemental Services acquired under the Agreement may be renewed at the end of their respective terms, subject your payment of fees for such services. The fees for such services will be as noted in Appendix D to the Computer and Administration Services Exhibit.

You may terminate Computer and Administration Services by: (i) providing forty-five (45) calendar days prior written notice to Oracle, and (ii) paying Oracle for all services performed through the effective date of termination. You must follow the termination procedures set forth in the Decommission Services Schedule to the On Demand Exhibit. The termination shall be effective on the requested termination date, provided that Oracle has received payment of the fees for all services performed through the effective date of termination by such date.

In addition, if Oracle breaches a material term of the Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then you may terminate the Agreement (and all services hereunder) upon written notice to Oracle.

Oracle may suspend the On Demand Services immediately if (i) you fail to make payment due to Oracle under this Exhibit and do not cure such non-payment within ten business days after Oracle has provided you with notice of such failure, (ii) your licenses and/or technical support for the Oracle Programs lapse, (iii) you violate a restriction set forth in Section D (Ownership and Restrictions on Use of Services) above or fail to comply with applicable export laws and regulations, or (iv) in Oracle's reasonable judgment, the services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will use reasonable efforts to re-establish the affected On Demand Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. Oracle may terminate the Agreement and the On Demand Services hereunder if any of the foregoing is not cured within thirty calendar days after Oracle's initial notice thereof.

Following termination of the services, Oracle shall refund the unused portion of the Computer and Administration Services fees paid for the period for which services are terminated. Within a reasonable period of time after the end of the services term or after the receipt of your written request, Oracle will, pursuant to the Decommission Services Schedule to the On Demand Services Exhibit, deliver your data to you. Upon termination of services, your right to access and use the Oracle Programs within the services Environment shall terminate; you may otherwise use such programs subject to the terms of the agreement and applicable ordering document under which such program licenses were acquired. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, and others which by their nature are intended to survive.

In the event of any dispute or disagreement between the parties arising out of or relating to this Agreement (the "dispute"), the parties will endeavor to resolve the dispute in accordance with this paragraph. Either party may invoke this section by providing the other party written notice of its decision to do so, including a description of the issues subject to the dispute. Your Chief Information Officer (or his/her designee) and an Oracle Vice will meet to discuss the dispute, and no formal proceedings either under the Arlington County Purchasing Resolution or in the courts with respect to the resolution of such dispute, except for the seeking of injunctive relief, may be initiated by a party until either the Chief Information Officer or the Vice President concludes, after a good faith effort to resolve the dispute, that resolution through continued discussion is unlikely. The party so concluding will give written notice to the other ("End of DR Notice"). The parties shall refrain from exercising any termination right while the parties endeavor to resolve the dispute under this section, provided that, any party alleged to be in breach promptly makes good faith efforts to cure such breach and pursues the cure in good faith.

In the event that an End of DR Notice is given and solely with respect to Contractor's disputes arising under this Agreement, the parties agree to follow Section 7-107 of the Arlington County Purchasing Resolution, dated July 2008, provided however, that the notice of the Contractor's intent to file a claim will be given no later than 10 days after the receipt of the End of DR Notice. Contractor's notice and a detailed description of the claim shall be submitted to the Project Officer for decision. Claims denied by the Project Officer may be submitted to the County Manager in writing no later than 60 days after Contractor's receipt of the Project Officer's written statement denying the claim and detailing the basis for the denial. The County Manager must issue his/her final written decision regarding the claim within fifteen (15) days of its submission. Following the exhaustion of the administrative procedures set forth in Section 7-107 of the Arlington County Purchasing Resolution, dated July 2008, if not fully satisfied, the Contractor may seek judicial redress, as it deems appropriate.
J. Fees and Taxes
You agree to pay Oracle (i) in the first quarterly in arrears invoice for services any set up fees specified in Appendices C and D of the Computer and Administration Services Exhibit, and (ii) quarterly in arrears, one quarter of all other annual fees set forth in Appendices C and D which include, if specified, an annual incremental fee to ensure that Oracle's annual minimum fees are met. In addition, with respect to any Services Options purchased by you, you agree to pay Oracle (a) any set up fees for such Services Options in advance of such services, and (b) quarterly in arrears, any annual maintenance fees for such Services Options. In addition, with respect to any Supplemental Services purchased by you, you agree to pay Oracle quarterly in arrears for such Supplemental Services. All fees are due and payable net 30 days from date of invoice.

All fees due under this Agreement are non-cancelable and the sums paid nonrefundable, except as otherwise specified in the Agreement, including Sections E and F above. The Computer and Administration Services fees do not include fees payable for any Services Options or Supplemental Services.

You agree to reimburse Oracle for reasonable travel expenses related to providing the services. Fees for services listed in an Ordering Document are exclusive of taxes and expenses.

Your order is contingent upon the appropriation of funds to fulfill the requirements of the order. Your order shall be null and void as of the date upon which the funds are no longer available without any charge or penalty to you; provided, however, that (1) with each executed order, you must have provided both of the following: (a) a signed Ordering Document referencing this Agreement, and (b) a County Purchase Order signed by the Purchasing Agent; and (2) your signature on an Ordering Document referencing the Agreement and your issuance of a County Purchase Order signed by the Purchasing Agent shall be your representation to Oracle that all funds for the order have been fully appropriated and are available and are not subject to any appropriations contingency at the time such purchase order is issued. Notwithstanding the foregoing, you agree to pay for all programs delivered and services performed by Oracle prior to Oracle's receipt of your notice of non-appropriations.

K. Nondisclosure
This Section K is subject to and governed by the requirements of Virginia's Freedom of Information Act (Va. Code Ann. §§ 2.2-3700 - 2.2-3714 and § 2.2-4342). By virtue of this Agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential information shall be limited to the terms and pricing under this Agreement and all information clearly identified as confidential at the time of disclosure and not otherwise subject to mandatory disclosure under the Virginia Freedom of Information Act.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or orders submitted under this Agreement in any legal proceeding arising from or in connection with this Agreement, disclosing the confidential information to a federal or state governmental entity as required by law, or disclosing the confidential information pursuant to a court order or operation of law. To the extent permitted by law, each party agrees to give the other notice of any request for disclosure or release of the other party's confidential information hereunder, so as to give that party an opportunity to oppose such request or release.

L. Entire Agreement
You agree that the Ordering Document (including Attachment 1) and this Attachment 2 (Terms) and the information which is incorporated herein by written reference (including reference to information contained in a URL or referenced policy) are the complete Agreement for the services ordered by you, and that the Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such services. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. It is expressly agreed that the terms of this Agreement shall supersede the terms in any shrink-wrap, clickwrap, purchase order or other document and no terms included in any such shrink-wrap, clickwrap, purchase order or other document shall apply to the services ordered. The Agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed by authorized representatives of you and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing.
M. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER AN ORDERING DOCUMENT), DATA OR DATA USE. EXCEPT WITH RESPECT TO THE INDEMNIFICATION OBLIGATIONS UNDER SECTION G (INDEMNIFICATION) ABOVE ORacle's maximum liability for DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE AGREEMENT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. ANY DAMAGE IN YOUR FAVOR AGAINST ORACLE SHALL BE REDUCED BY ANY REFUND OR CREDIT RECEIVED BY YOU UNDER THE AGREEMENT AND ANY SUCH REFUND AND CREDIT SHALL APPLY TOWARD THE LIMITATION OF LIABILITY.

The limitation stated in the second sentence of this section shall not apply to bodily injury (including wrongful death) or damage to tangible personal property proximately caused by the gross negligence or intentionally wrongful acts or omissions of ORACLE while performing Services on your premises, if such actions or omissions were not caused by the action or omission of you or any third party. For the purpose of this paragraph, "tangible personal property" shall not include documentation, software, data, or data files.

N. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs.

You agree that all export control laws govern your use of the programs (including technical data) and any services deliverables provided under this Agreement, and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

O. Other

1. The Agreement is governed by the substantive and procedural laws of the Commonwealth of Virginia, and you and ORACLE agree to submit to the exclusive jurisdiction of, and venue in, the Circuit Court of Arlington County and/or the federal district court of the Eastern District of Virginia-Alexandria Division.

2. Unless otherwise provided herein, all notices and communications hereunder, including but not limited to notices of dispute, claims of indemnification, notices of insolvency or notices of legal proceedings, shall be deemed to have been given when made in writing and either (a) delivered in person, (b) delivered to an agent, such as an overnight or similar delivery service, or (c) deposited in the United States mail, postage prepaid, certified or registered, addressed as follows:

TO ORACLE:
Oracle America, Inc.
500 Oracle Parkway
Redwood City, California
United States, 94065
Attention: General Counsel, Legal Department

TO THE COUNTY:
County Project Officer
2100 Clarendon Boulevard, Suite 612
Arlington County, Virginia 22201

AND

Richard D. Warren, Jr., Purchasing Agent
Arlington County, Virginia
2100 Clarendon Boulevard, Suite 500
Arlington County, Virginia 22201

3. Notwithstanding anything to the contrary herein, you may not assign this Agreement or give or transfer the On Demand Services, or an interest in them, to another individual or entity. If you desire that On Demand Services be acquired by another entity, such other entity may order services under a separate contract. If you grant a security interest in any of the On Demand Services, the limitations of liability described in Section M above shall apply to that entity.
Services, the secured party has no right to use or transfer those services, and if you decide to finance your acquisition of any of the On Demand Services from Oracle, you will follow Oracle's policies regarding financing which are at http://www.oracle.com/contracts.

Except in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of Oracle, Oracle may not assign this Agreement without your prior written consent.

4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than five years after the cause of action has accrued.

5. Upon 45 days written notice, Oracle at its own expense may audit your use of the services. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with your normal business operations and any such audit shall be limited to information reasonably necessary to allow Oracle to determine your use of a service purchased under this Agreement. Oracle shall provide you with a report of any such audit and you shall have the right to provide a written response to such report to Oracle. All such audit reports and responses to such audit reports shall be considered confidential and subject to the nondisclosure obligations under this Agreement. If an audit reveals that you have underpaid fees to Oracle relative to this Agreement, you shall be invoiced and you agree to pay, within 30 days of the invoice, any fees applicable to your use of the services in excess of your rights, provided that such underpaid fees shall be based on the Oracle price list set forth in this Agreement. Oracle may cease providing services if fees remain unpaid. If you do not pay, Oracle can end your services. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit. Audits shall not be conducted more than once annually.

You shall have the right to audit records relating to invoices and payments for the services provided to you hereunder, upon reasonable written notice to Oracle, no more than one time per year, at your cost, and provided that such audit does not unreasonably interfere with Oracle's normal business operations. You shall have the right to contract a third-party audit firm to conduct such an audit, provided that such third-party audit firm agrees to Oracle's standard nondisclosure terms and to utilize standard audit software.

SAS 70. At your written request but no more frequently than twice every twelve months during the services term for the Computer and Administration Services set forth in Attachment 1, Oracle will provide you with Oracle's most current Statement on Auditing Standards No. 70 (Reports on the Processing of Transactions by Services Organizations, also known as the ("SAS 70 Report") that includes a review of the controls in place for Oracle's provision of Computer and AdministrationServices via Oracle's North America Data Center in Austin. You agree that you will protect Oracle's SAS 70 Report, and all information contained therein, as Oracle's confidential information in accordance with the terms of the Agreement and this Exhibit. You further agree that (i) you will use the SAS 70 Report only to evaluate Oracle's security controls; (ii) the SAS 70 Report will be provided without any warranty; and (iii) Oracle will retain all rights in the SAS 70 Report.

6. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it except to the extent required by the Code of Virginia § 59.1-501.15. You understand that Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor on an engagement ordered under this Agreement.

7. Oracle may orally refer to you orally as a customer in sales presentations and activities. Upon your prior written consent, Oracle may refer to you as a customer in written sales presentations and marketing vehicles.

P. Force Majeure
Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

Q. Access.
You acknowledge that Oracle may access your On Demand Environment(s) during the services term to perform Computer and Administration Services and, if applicable, Services Options and Supplemental Services. You must access your Environment using an Oracle defined standard virtual private network (VPN) connection. Oracle will provide you with a single pre-configured VPN device. You will install the VPN device on your Internet circuit, in accordance with Oracle's standards and specifications, to create a network connection between Oracle's Data Center and one of your locations. The VPN device is Oracle property.

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agree to safeguard the VPN device against damage and/or unauthorized access or use, and to return the VPN device to Oracle upon termination of services. At your request, subject to an additional fee and the terms of this Section, Oracle may provide you with a pre-configured VPN device(s) capable of providing single or high availability redundancy, that may be delivered to and/or accessed by a third party authorized by you.

Oracle will provide standard network and systems architecture specifications that will facilitate access to your On Demand Environment(s). You are responsible for ensuring that your network and systems comply with standards and specifications that Oracle provides and that all components of your Environment are accessible through the network connection. Oracle is not responsible for your network connections or for conditions or Problems arising from or related to your network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet. Oracle is not responsible for the results of your access to and use of (a) networks and systems specifications that are not provided by Oracle and/or (b) insecure transport protocols. You are responsible for configuration, management and maintenance of such networks and systems. Oracle reserves the right, at its reasonable discretion, to disable or disconnect any Environment as necessary and without notice if such Environment malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment; however, Oracle will endeavor to provide advance notice to you regarding any such disablement or disconnection when, in Oracle's sole discretion, reasonable based on the nature of the circumstances. You agree to pay any costs and expenses related to your private network connectivity and related telecommunication materials or services. You are responsible for all costs and expenses related to remotely accessing and using the programs, including but not limited to acquiring and maintaining the applicable software, equipment, and telecommunications services.

You are responsible for your, your users' and your third parties' use of and access to networks, systems and all Environments, including use of and access to your data and for compliance by you and such third parties with the terms of the Agreement.

Oracle may use tools, scripts, software, and utilities (collectively, the "Tools") to review and administer your Oracle Environment (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve your Oracle Service Requests. The Tools will not collect, report or store any production data residing in your Production Environment, except as necessary to troubleshoot Service Requests or other Problems in your Environment. Data collected by the Tools (excluding production data) may also be used to assist in managing Oracle's product and service portfolio and for license management. You agree that (a) except as set forth in the following paragraph, you may not access or use the Tools, and (b) you will not use or restore the Tools from any tape backup at any time following termination of the Agreement.

If Oracle provides you with access to or use of any Tools in connection with the services, your right to use such Tools is governed by the license terms that Oracle specifies for such Tools; however, if Oracle does not specify license terms for such Tools, you shall have a non-transferable, non-exclusive, limited right to use such Tools solely to facilitate your administration and monitoring of your On Demand Environment, subject to the terms of the Agreement, including the terms applicable to a program in the Agreement and Ordering Document incorporated herein. Any such Tools are provided by Oracle on an "as is" basis and Oracle does not provide technical support or offer any warranties for such Tools. Your right to use such Tools will terminate upon the earlier of Oracle's notice (which may be through posting on https://support.oracle.com), the termination or expiration of the services, or the date that the license to use such Tools ends under the license terms specified for such Tools.


In performing the services, Oracle will comply with the Oracle Services Privacy Policy, which is available at http://www.oracle.com/html/services-privacy-policy.html and incorporated herein by reference. Our respective responsibilities for maintaining the privacy and security of your production data in connection with Oracle's On Demand Services are described in the On Demand Security Practices Schedule to the Computer and Administration Services Exhibit included within the Statement of Work identified in Section 2 of this Exhibit. The practices and responsibilities described in the On Demand Security Practices Schedule to the Computer and Administration Services Exhibit are intended to supplement the terms of the Oracle Services Privacy Policy. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection provided for your data during the period for which you have paid for the Computer and Administration Services.


You agree to provide any notices and obtain any consent(s) related to your use of the services and Oracle's provision of the services, including those related to the collection, use, processing, transfer and disclosure of personal information. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of your data.
S. Governmental Requirements.

1. Payment of Subcontractors. Oracle has no present intention of hiring subcontractors to perform the services under this Agreement. In the event that Oracle does hire subcontractors to perform the services under this Agreement at some future point, the following provisions will apply.

The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Agreement:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Agreement; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Agreement, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Agreement, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

2. Employment Discrimination By Contractor Prohibited. During the performance of this Agreement, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

d. The Contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

The Contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

3. Employment Of Unauthorized Aliens Prohibited. In accordance with §2.2-4311.1 of the Virginia Code, the Contractor acknowledges that it does not, and shall not during the performance of this Agreement for goods and/or services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

4. Drug-Free Workplace To Be Maintained By Contractor. During the performance of this Agreement, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor by Arlington County in accordance with the Arlington County Purchasing Resolution, the employees of which contractor are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
5. **Ethics In Public Contracting.** This Agreement incorporates by reference those portions of Article 9 of the Arlington County Purchasing Resolution that are applicable to vendors, as well as the Virginia Governmental Frauds Act (Code of Virginia § 18.2-498.1 et seq.), and Articles 2 and 3 of Chapter 10 of Title 18.2 of the Code of Virginia, as amended (§ 18.2-438 et seq.). The Contractor certifies that its offer is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other offeror, supplier, manufacturer, or subcontractor and that it has not conferred on any public employee having official responsibility for this purchase any payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value was exchanged.

6. **County Employees.** No employee of Arlington County, Virginia, shall be admitted to any share in any part of this Agreement or to any benefit that may arise therefrom which is not available to the general public.

7. **Authority To Transact Business.** The Contractor shall remain authorized to transact business in the Commonwealth of Virginia during the Initial Term and any Subsequent Contract Term(s) of this Agreement.

8. **Insurance Requirements**

   The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract and upon any contract extension. The Contractor agrees to maintain such insurance until the completion of this Contract or as otherwise stated in the Contract Documents. All required insurance coverages must be acquired from insurers authorized to do business in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

   a. **Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/$100,000/$500,000.** The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

   b. **Commercial General Liability - $1,000,000 combined single limit coverage with $2,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability.** The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

   c. **Business Automobile Liability - $1,000,000 Combined Single Limit (Owned, non-owned and hired).**

   d. **The Contractor shall carry Errors and Omissions or Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render services or perform Work under the contract, in the amount of $1,000,000.**

   e. **Additional Insured - Arlington County, its officers, elected and appointed officials, employees, and agents shall be named as an additional insured in the Contractor's Commercial General Liability policy and Intellectual Property policy; evidence of the Additional Insured endorsement shall be typed on the certificate.**

   f. **Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation or non-renewal until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." If there is a material change or reduction in coverage the Contractor shall notify the Purchasing Agent immediately upon Contractor's notification from the insurer. Any policy on which the Contractor has received notification from an insurer that the policy has or will be cancelled or materially changed or reduced must be replaced consistent with the terms of this Agreement, and the County notified of the replacement, in such a manner that there is no lapse in coverage.**

   g. **Any insurance coverage that is placed as a "claims made" policy must remain valid and in force, or the Contractor must obtain an extended reporting endorsement consistent with the terms of this Agreement, until the applicable statute of limitations has expired, such date as determined to begin running from the date of the Contractor's receipt of final payment.**

   h. **Contract Identification - The insurance certificate shall state this Contract's number and title.** The Contractor must disclose the amount of deductible applicable to the General Liability, Automobile Liability, Professional Liability, Intellectual Property or any other policies, if any. The County reserves the right to request additional information to determine if the Contractor has the financial capacity to meet its obligations under a deductible. Thereafter, at its option, the County may require a lower deductible, or that funds equal to the deductible be placed in escrow, a certificate of self-insurance, collateral, or other mechanism in the amount of the deductible to ensure protection for the County.

The Contractor shall require all subcontractors to maintain during the term of this agreement, Commercial General Liability insurance, Business Automobile Liability insurance, and Workers' Compensation insurance in the same manner as specified for the Contractor. The Contractor shall furnish subcontractors' certificates of insurance to the County immediately upon...
request.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.

The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County. The Contractor must also provide its most recent actuarial report and provide a copy of its self insurance resolution to determine the adequacy of the insurance funding.
Application Management Services

Version: 1.1
Effective Date: March 25, 2010

Schedule to the On Demand Services Exhibit

This is the Application Management Services Schedule to the Computer and Administration Services Exhibit, Administration Services Exhibit, or Software as a Service Exhibit, as applicable (the "Exhibit"), by and between Oracle and Customer. This Schedule describes the services provided by Oracle to Customer for management of Customer's Environments for Oracle applications listed in the Exhibit.

The services described herein are provided by Oracle under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein will have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

This Schedule addresses the following topics:

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Section 1: General Scope of Services

1.1 Overview
This Schedule describes the Application Management Services (the "services") provided by Oracle for management of Customer's Environment for Oracle applications listed in the Exhibit (the "Oracle Programs"). The Oracle Programs may include Oracle E-Business Suite Programs, PeopleSoft Enterprise Programs, Hyperion Programs, and/or Siebel CRM Programs. Customer responsibilities and obligations required for delivery of the services are described below for each applicable service element. Delivery of the services is contingent upon Customer meeting its obligations and responsibilities as described below.

1.2 Environments
This Schedule describes Application Management Services to be performed by Oracle for the Oracle Programs within Customer's Production Environment, Production Support Environment(s), and Non-Production Environment(s). The services are not available for any other programs, software and/or environments.

1.3 Scope
Customer is required to obtain, and maintain for the duration of the services under this Schedule, (i) licenses for the Oracle Programs and any Third Party Software, (ii) Oracle Product Support and Software Updates for the Oracle Programs, (iii) technical support services and updates for any Third Party Software, and (iv) Computer and Administration Services or Administration Services, as applicable. If Customer fails to so obtain or maintain any of the foregoing, the services under this Schedule will automatically terminate.

The services performed by Oracle under this Schedule do not include any project planning, development, transition, migration, implementation, configuration services, or any customization or upgrades of the Oracle Programs. Customer must obtain such services under separate agreement with Oracle or with its Implementer, and all such services must be performed in accordance with Oracle specifications. Oracle is not responsible for supporting or performing services for any customizations in the Environment under this Schedule.

Depending on Customer's business requirements and overall requirements of the services, Customer may be required to purchase additional services not addressed by this Schedule associated with networking, storage, backups and refreshes.

Section 2: Software Management

2.1 Change Management
Change Management involves the following types of Changes:

- Installation or configuration of Oracle Programs, which repairs or modifies existing functionality. Changes may include software patches, configuration changes, and data fixes.
- Installation or configuration of Required Software, which repairs or modifies existing functionality. Changes may include software patches, configuration changes, and data fixes.
- Installation or configuration of Approved Third Party Software, which repairs or modifies existing functionality. Changes may include software patches, configuration changes, and data fixes.
- Installation or promotion of CEMLIs.
Oracle will:

- Apply Changes to the Production Environment and Production Support Environment(s).
- Assist Customer with issues related to Change Management of the Non-Production Environments, such as:
  - Provide guidance on Environment access, use of the Oracle monitoring blackout tool, use of other Oracle Tools, and troubleshooting.
  - Review and approve or deny Customer requests to install any software not provided by Oracle on Non-Production Environments.
  - Install patches or other configuration changes when access restrictions prevent Customer from applying the change.
- Assist Customer with Change bundling analysis to reduce the frequency and length of the time frames required to apply the Changes.
- Follow the documented Change Management process for all Changes executed by Oracle.

Customer will:

- Align Customer's internal change management process with Oracle processes.
- Assist Oracle with Change bundling analysis to reduce the frequency and length of the time frames required to apply the Changes.
- Work with Oracle to determine suitable schedules for applying Changes in accordance with Oracle's published lead times for analysis, scheduling, and execution of Change Management activities.
- Execute Customer responsibilities that are part of the Change Management process and Change Action Plan, including, but not limited to:
  - Providing written (electronic) approval to apply Changes.
  - Executing application functional setup changes as required
- Prepare and provide to Oracle step-by-step instructions for Oracle to apply Change to Third Party Software on the Production Environment and Production Support Environments, as needed.
- Test and validate all patching and software upgrades for Third Party Software.
- Maintain CEMLI code, including development and testing of updates or fixes required to resolve Incidents impacting the Production Environment.
- Ensure compliance with Oracle standards when submitting CEMLIs for installation into the Production Environment and Production Support Environment.

2.2 Printer Management

Oracle will:

- Create operating system printer queues, or provide a web-based interface to enable Customer to manage printer services.
- Provide operational support for printer queue configuration on the hosted servers.

Customer will:

- Configure and manage the physical hardware and software associated with printers.
- Monitor and manage printer queues.
2.3 Release Management

The Release Management process supports the deployment of software Changes into Customer Environments while limiting disruption to production operations. Once Changes are developed, tested, and packaged into Releases for deployment, the Release Management process introduces these Changes and manages their release. Release Management also contributes to the efficient introduction of Changes by bundling multiple Changes into a single Release.

Installation of Major Releases of the Oracle Programs is outside the scope of the Application Management Services but may be provided for additional fees.

As part of the Release Management process, Oracle develops a Periodic Maintenance Plan ("PMP") with Customer's assistance. The PMP provides a high level plan for proactively scheduling the application of patches, Changes and Upgrades.

Release Management consists of the following activities:

- Planning and Installation of Minor Releases of Oracle Programs intended to repair existing functionality.
- Planning and installation of Changes to the Oracle Programs intended to improve performance, security, availability, stability or manageability.
- Installation of legislative updates and tax updates for Oracle Programs.
- Installation of Changes to the Oracle Programs as recommended by Oracle Product Development.
- Installation of bundles of similar Oracle Program Changes into a consolidated Release.

Oracle will:

- Work with Customer to develop the PMP, with consideration of Oracle standards, Customer business requirements and the Applicable Entitlement Schedule.
- Create a Release Plan for Critical Patch Updates.
- Perform periodic Refreshes of the Production Support Environment and Non-Production Environments from the Production Environment in accordance with the Refresh Entitlement identified in the Applicable Entitlement Schedules.
- Provide a Release Plan for Oracle-initialized Releases. The Release Plan will detail the steps required for planning, testing, and execution of the Release.
- Participate in the review of Customer-provided Release Plans.
- Work with Customer to identify Customer and Oracle responsibilities within the Release Plan.
- Execute the Changes in the Release Plan in accordance with defined Change Management Procedures.
- For Oracle hosted Environments, perform Emergency Release Management as necessary, at its discretion, to resolve critical availability, performance, or security issues.

Customer will:

- Align Customer's internal release management process with Oracle processes.
- Create a Release Plan for Customer-proposed Releases.
- Work with Oracle to develop the PMP.
- Review the Release Plan with Oracle and work with Oracle to identify Customer and Oracle responsibilities within the Release Plan.
- Execute Customer responsibilities within the Release Plan in accordance with the Change Management process.
2.4 Access Management

Customer shall have access to the following:

- End Users and End User Program Responsibilities, with the exception of Administrative Users and Administrative Users' Program Responsibilities
- Oracle database (limited access).
- End User accounts as required for maintaining CEMLIs, including custom code and custom schemas.
- Other database End User accounts created in association with CEMLIs and custom schemas for the purpose of managing custom code.

Customer shall not have write access to the Oracle Programs code tree, including applications, database and Internet Application Server ("IAS") code, as well as key configuration files. These components are managed by Oracle.

Oracle will:

- Manage Administrative User access to the Oracle Environments.
- Manage access of all End Users at the operating system and database level.
- Grant Customer the ability to manage access for all End Users in the Production Environment with the exception of Administrative Users.
- Grant Customer a restricted System Administrator Program Responsibility or equivalent within the applications. (Customer may grant this restricted System Administrator Program Responsibility or equivalent to other End Users as required.)
- Establish and maintain processes and/or tools to provide Customer with passwords for all of End Users.
- Detect and change any End User passwords that match default passwords.

Customer will:

- Control and monitor End User access.
- Not use the default passwords for any application or database account.
- Ensure that use of custom End Users and any related custom code have no adverse impact on the integrity of the database and code tree.
- Not deploy any mechanism to gain access to mutually agreed restricted areas at the database or operating system levels.

2.5 Performance Management

Performance Management facilitates the maintenance and improvement of the Production Environment by helping to resolve performance-related Incidents and Problems.

Many performance-related Incidents are directly related to batch workloads as submitted and managed by Customer, and the resolution of such Incidents and Problems requires collaborative efforts between Customer and Oracle. Oracle provides Batch Management Software and makes recommendations to Customer on managing batch workloads.

Oracle will:

- Analyze performance-related Incidents to identify factors adversely impacting performance.
- Manage configuration of the Oracle Programs to address performance-related Incidents and maximize performance of the Production Environment.
- Notify Customer in the event that CEMLIs or Third Party Software are identified as contributing to performance degradation.
- Provide Customer with recommendations, as needed, for the review of architecture configuration and capacity.
- Upon written approval from Customer, deactivate CEMLI code identified as contributing to performance problems or degradation.

Customer will:
- Define, schedule, and monitor batch jobs in accordance with business requirements and in a manner that uses system resources efficiently.
- Monitor the success or failure of batch jobs and resolve failed batch jobs.
- Terminate or cancel batch jobs as required.
- Modify custom code (CEMLIs) as required to resolve performance issues related to poorly performing code.
- Work with Third Party Software vendors to address performance issues related to Third Party Software.
- Provide written approval as required to permit Oracle to deactivate CEMLI code identified by Oracle as contributing to performance problems or degradation.

Section 3: On Demand Service Desk
3.1 Incident Management

The On Demand Service Desk is the initial point of contact for Customer's Incidents for all Oracle Programs Identified in the Exhibit and is Customer's interface for Requests for Change and Problem resolution.

Customer's Service Requests ("SRs") are received by the On Demand Service Desk and evaluated to determine the type of request. For SRs that request a Change, the SR is processed using the Change Management process, while SRs that involve requests for assistance and error reports are processed using the Incident management process. Each SR is accordingly routed into the proper resolution queue.

Oracle will:
- Receive the SR from Customer's Super Users or Customer's Help Desk.
- Validate (for identity and authorization purposes) that the SR originated from either the Customer's Help Desk and/or Super Users.
- Acknowledge receipt of the SR and provide Customer with an SR reference number.
- Perform initial Incident classification and assign the SR to the appropriate Oracle resource.
- Adjust the Severity Level of the SR, if required.
- Gather information from Customer to help determine the cause of the Incident.
- Determine potential resolution options and obtain input from Customer's Help Desk and/or Super Users as needed.
- Track the SR for analysis and reporting.
- Field calls from Customer's Help Desk and/or Super Users on existing SRs and provide Customer with an SR update or forward the status request to the appropriate Oracle resource.

Customer will:
- Be responsible for Customer's Help Desk services and End User training.
- Assign Super Users to address functional issues involving Oracle Programs (e.g., "how to" questions) raised by Customer's End Users.
- For issues that cannot be resolved by Customer's Help Desk and Customer's Super Users, validate that the issue is within the scope of On Demand Services before submitting the issue as a SR to the On Demand Service Desk.
- Use Oracle Tools to submit, track, and manage SRs.
• Work with Oracle as necessary to facilitate the resolution of SRs.
• For Severity Level 1 and Priority 1 SRs, provide an operational contact that will be available to Oracle on a 24x7 basis while Oracle works towards closing such SRs.

3.2 Problem Management

The goal of Problem Management is to minimize the adverse business impact of Incidents that are caused by errors within the IT Infrastructure, and to prevent recurrence of Incidents related to these errors.

Oracle will:
• Analyze recurring Incidents, including those that result in Outages or Service Interruptions, within Customer’s Environment and classify these recurring Incidents as Problems.
• Analyze Problems and use commercially reasonable efforts to establish a resolution or work-around for such Problems.
• Implement the resolution or work-around for Problems using the Change Management and Release Management processes.
• Use commercially reasonable efforts to provide Customer with a written Root Cause Analysis for all Problems resulting in Severity Level 1 Production Environment Outages.

Customer will:
• Assist Oracle with the identification of recurring Incidents.
• Assist Oracle On Demand, Oracle Support, and Oracle Product Development with the analysis and resolution of Problems.

Section 4: Other Operations Functions

4.1 Monitoring

Oracle monitors and administers the Environments at different layers in the technology stack using a wide variety of Tools. Oracle monitoring is designed to collect, compile, and provide information about the operational state, performance, and configuration of the Oracle Programs running in Customer's Environment.

Oracle will:
• Install and configure Tools that enable monitoring, and administration and management capabilities.
• Initiate an Incident for monitored events that violate an established threshold.

Customer will:
• Report Outages and Service Interruptions promptly when identified.
• Use Tools designated by Oracle to suspend monitoring of Non-Production Environments during maintenance (including the Maintenance Window) of those Environments.
• Be responsible for monitoring all Customer-owned infrastructure.

4.2 Continuity Management

Oracle will:
• Configure the Oracle Programs to create backup copies of the database per the Applicable Entitlement Schedules.
• Move backup files to offline media per the Applicable Entitlement Schedules.
• Assist Customer in the recovery of database and application functionality from backup media as required. Additional fees may apply.
• Configure database and/or application files to restore normal service following recovery from backup data.

• If Customer has purchased Enhanced Recovery Services or other business continuity services from Oracle under a separate Schedule or agreement, the backup and retention responsibilities above may be modified by such other Schedule or agreement.

Customer will:

• Not purge any data from their Environment during the backup hours.

• Perform offline backup and restoration of database, application, operating system and any other software on Customer’s Environment if Customer purchased Administration Services.

4.3 Configuration Management

Oracle will:

• Perform initial and ongoing Oracle Program configuration discovery.

• Manage relationships between Oracle Program components to maintain compatibility.

• Maintain version information for all configuration items.

• Validate Customer authorization for addition, modification, or removal of configuration components on the Production Environment.

• Document all Changes to configuration components, including the date and time.

• Maintain an Architecture Document to represent the current configuration of Customer’s Environment.

Customer will:

• Maintain configuration records for Third Party Software.

• Ensure that any Changes to Customer-managed architecture components that could impact Customer’s Environment are communicated to Oracle in advance of such Changes.
Application Management Services for Oracle E-Business Suite

Version: 1.2
Effective Date: September 1, 2009

Schedule to the On Demand Services Exhibit

This is the Application Management Services for Oracle E-Business Suite Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit or the Administration Services Exhibit, as applicable (the "Exhibit"). This Schedule describes the Application Management Services provided to Customer for the Oracle E-Business Suite Programs listed in the Exhibit.

The services described herein are part of the On Demand Services provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

This Schedule addresses the following topics:

Section 1: Scopes

1.1 Overview
1.2 Environments

Section 2: Other Operations Functions

2.1 Printer Management
2.2 Release Management
2.3 Access Management
2.4 Performance Management
Section 1: Scope

1.1 Overview

This Schedule describes the Application Management Services (the “Services”) provided to Customer for management of the Oracle E-Business Suite Programs listed in the Exhibit (the “Oracle Programs”). Application Management Services supplement the services described in the Application Management Services Schedule to the On Demand Services Exhibit. Delivery of Application Management Services is contingent upon Customer meeting its obligations and responsibilities as described below.

1.2 Environments

Oracle will provide Customer with the environments identified in the Oracle E-Business Suite Entitlement Schedule to the Computer and Administration Services Exhibit, or Administration Services Exhibit, as applicable.

Section 2: Other Operations Functions

2.1 Printer Management

Oracle will:

- Provide a web-based interface to enable Customer’s management of the system printer queues.
- When an Oracle Program requires the identification of a locally managed printer queue, provide operational support for the web-based interface, use of the Tools features, and printer driver issues solely when related to Hewlett Packard model PCL 4 (and above) class printers.
- Configure and manage print driver settings serving the Oracle E-Business Suite Programs, provided that the printers comply with Oracle’s hardware and configuration specifications.
- When Customer purchases a printer queue from Oracle, install, configure and maintain the printer queues that are not supported by the web-based interface.

Customer will:

- Purchase, install, and manage printer(s) and print servers on Customer premises.
- Configure and manage the physical hardware and software associated with printers.
- Use the Oracle web-based interface to create, manage and maintain system printer queues.

2.2 Release Management

Release Management for the Oracle E-Business Suite Programs follows the Release Management process documented in the Application Management Services Schedule to the On Demand Services Exhibit.

Oracle will:

- Install Releases according to the Periodic Maintenance Plan identified in the Oracle E-Business Suite Entitlement Schedule to the Computer and Administration Services Exhibit, or Administration Services Exhibit, as applicable.
- Obtain Customer’s approval for installation of the Release to the Production Support Environment.
- Obtain Customer’s approval for promotion of the Release to the Production Environment.
- Perform Emergency Release Management as necessary, at its discretion, to resolve critical availability, performance, or security issues. Oracle may execute a Critical
2.3 Access Management

Oracle will:

- Grant Customer access to application End Users in the Production Environment, with the exception of Administrative Users and other responsibilities described in the subsections below.
- Grant Customer Application Administrator responsibility within the Oracle E-Business Suite Programs.
- Maintain write access to the Oracle software code tree, including Oracle E-Business Suite Programs, database and Internet Application Server ("IAS") code, as well as key configuration files.
- Manage the Oracle Software code tree, including applications, database and Internet Application Server ("IAS") code, as well as key configuration files. Customer shall not have write access to these components.

Customer will:

- Access the Oracle E-Business Suite Programs in the Production Environment to manage users and perform Access Management, with the exception of the Administrative Users and responsibilities for the System Administrator or the Application Developer responsibilities/menus.
- Receive Application Administrator responsibility within the Oracle E-Business Suite Programs so that Customer may grant that responsibility to other End Users as required to receive the On Demand Services.
- Manage CEMLIs with limited access, provided by Oracle, to Oracle Database users.
- Have access to the passwords of user accounts that are required for maintaining CEMLIs, custom code and custom schemas as defined in the Oracle On Demand PowerBroker Access and Automated Password Management Manual.

2.4 Performance Management

For Oracle E-Business Suite Programs, Customer may use the Concurrent Manager tool to schedule, monitor, and manage batch workload.

Oracle will:

- Install and patch the Concurrent Manager software.
- Configure and administer the Concurrent Manager and maintain the queue definitions.
- Monitor the Concurrent Manager software and report and resolve service interruption(s).
- Manage the Concurrent Manager log and output files.
- Start-up and shut down the Concurrent Manager.
Customer will:

- Define, schedule, and monitor Concurrent Manager jobs.
- Maintain Concurrent Manager jobs schedule and adjust for failures.
- Monitor the success or failure of Concurrent Manager jobs.
- Assess and resolve failed Concurrent Manager jobs.
- Terminate or cancel Concurrent Manager jobs as required.
Backup Entitlement

Version: 1.0
Effective Date: March 2, 2009

Schedule to the Computer & Administration Services Exhibit

This is the Backup Entitlement Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit (the "Exhibit").

The services described herein are provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

Section 1: Scope of Services

Computer and Administration Services includes various types of backups. This Schedule identifies the frequency of the different types of backups, and the related retention period, for certain Oracle Programs.

Section 2: Entitlement

The Entitlement for each backup type is outlined below.

<table>
<thead>
<tr>
<th>Backup Type</th>
<th>In Production Environments</th>
<th>In Non-Production Environments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Database and code tree</td>
<td>For Computer and Administration Services via the North America Data Center: Full backups are written to disk daily and copied to tape twice a week; database and code tree backup tapes are retained at an offsite facility for five weeks.</td>
<td>Prior to Production Go-Live</td>
</tr>
<tr>
<td></td>
<td>For Computer and Administration Services via the EMEA Data Center: Full backups are copied to tape twice a week and retained for five weeks. Incremental backups are written to disk daily and retained for five days.</td>
<td>Upon Customer Request post-Production Go-Live</td>
</tr>
<tr>
<td></td>
<td>For Computer and Administration Services via the APAC Data Center: Full backups are written to disk daily and copied to tape twice a week; database and code tree backup tapes are retained at an offsite facility for five weeks. Production Support Environment backups are copied to tape once a week and retained at an offsite facility for five weeks.</td>
<td>For Computer and Administration Services via the North America and APAC Data Center: Full backups are written to disk daily and copied to tape once a week; database and code tree backup tapes are retained at an offsite facility for five weeks.</td>
</tr>
<tr>
<td></td>
<td></td>
<td>For Computer and Administration Services via the EMEA Data Center: Full backups are copied to tape twice a week and retained for five weeks. Incremental backups are written to disk daily and retained for five days.</td>
</tr>
<tr>
<td>Backup Type</td>
<td>In Production Environments</td>
<td>In Non-Production Environments:</td>
</tr>
<tr>
<td>---------------------</td>
<td>-------------------------------------------------------------------------------------------</td>
<td>-----------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Archive logs</td>
<td>Full backups are performed daily and each daily backup is copied to tape; Archive log tapes are retained at an offsite facility for five weeks.</td>
<td>Prior to Production Go-Live and Upon Customer Request post-Production Go-Live</td>
</tr>
<tr>
<td>Operating system</td>
<td>Full backups are performed daily to an alternate online local disk; operating system online backups are retained for one day.</td>
<td>Full backups are performed daily to an alternate online local disk; operating system online backups are retained for one day.</td>
</tr>
</tbody>
</table>

Oracle will perform and store a baseline backup of the database, application code tree, and archive logs, upon Customer's request and prior to achieving Production Ready Status. For Customers with Computer and Administration Services via the North America or Asia Pacific Data Centers, the baseline backup will be stored for a period of three months at an offsite facility. For Customers with Computer and Administration Services via the EMEA Data Center, the baseline backup will be stored for 35 days.
Decommission Services

Version: 1.1
Effective Date: September 21, 2010

Schedule to the On Demand Services Exhibit

This is the Decommission Services Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit, Administration Services Exhibit, or Software as a Service Exhibit, as applicable (the "Exhibit").

The services described herein are part of the On Demand Services provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

This Schedule addresses the following topics:

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Section 1: Decommission Services

1.1 Overview
This Schedule describes specific processes for decommissioning On Demand Services and Additional Environments following termination of On Demand Services, including instructions, checklists, forms, and Oracle and Customer's roles and responsibilities for Decommission:

Section 2: Decommission of Administration Services (@Customer)
Oracle uses copyrighted proprietary Tools and scripts ("Tools") in the Environments. These Tools are used to perform environment clones, password changes, monitoring, and file system maintenance. These Tools are not licensed to the Customer and Customer shall not use such Tools or restore the Tools from any tape backup at any time following Decommission.

2.1 Decommission Request
- Oracle will
  - Identify an Oracle Decommission Contact for the Decommission process.
  - Confirm Customer's termination and the Oracle Decommission Contact in writing after receipt of a request to terminate Administration Services.
- Customer will
  - Submit, in writing to Oracle, its intent to Decommission Administration Services.
  - Obtain qualified applications database administration (DBA) and Oracle DBA resources to assist with the Decommission of Administration Services.

2.2 At least two weeks prior to the Departure Date:
- Customer will
  - Identify Customer's Decommission Contact from Customer's organization.
  - Decide on the final Departure Date.
  - Complete and return to the Oracle Decommission Contact the Administration Services Decommission Customer Agreement.
  - Review, complete and return to the Oracle Decommission Contact the Administration Services Decommission Transition Schedule indicating expected completion dates for each task.
  - Submit a Service Request via My Oracle Support to request any of the following information required by Customer:
    - A list of Customer's operating system, database, and applications user accounts associated with each of the Environments managed by Oracle as part of the On Demand Services.
    - A copy of the existing backup schedule.

2.3 One week prior to the Departure Date:
- Oracle will
  - Following Customer's submission of a Service Request, perform a complete system password change.
  - Provide Customer with interim password values.
- Customer will
  - Submit a Service Request via My Oracle Support requesting that Oracle perform a complete system password change.

2.4 On the Departure Date
- Oracle will
• Shut down the Oracle agent process on all monitored nodes in Customer’s Environments.
• Remove Intelligent Agent software, located in a separate Oracle home.
• Communicate to Customer the address to which Customer is required to ship the Diagnostic Server (if applicable) and VPN.
• Cease monitoring of Customer’s Environments.
• Cease backing up of Customer’s Environments.
• Make the Oracle Decommission Contact available for one week after the Departure Date to answer Customer’s questions related to the Environments for which Oracle previously provided Administration Services.

• Customer will
  • Shut down Oracle’s Diagnostic Server (if applicable) and VPN.
  • Ship the Diagnostic Server (if applicable) and VPN to Oracle at the address communicated by Oracle’s Decommission Contact.
  • Perform a complete system password change to values unknown to Oracle.
  • Assume responsibility for all backups of Customer’s system and Environments.

Section 3: Decommission of Computer and Administration Services (@Oracle)

Oracle recommends that Customer perform a server sizing exercise to determine the hardware requirements for the Environment to be decommissioned.

As part of decommissioning the Computer and Administration Services (@Oracle), Oracle will provide two copies of production data from the Customer’s On Demand Environments on Oracle standard tape media (the “Decommission Tape”). Oracle creates the Decommission Tape using a DLT 7000 tape drive using the standard UNIX tar command. Customer should use the Decommission Tape to validate its processes and procedures for migrating to its own internal environments.

3.1 Decommission Request

• Oracle will
  • Confirm in writing that Oracle will terminate Computer and Administration Services on the Departure Date.

• Customer will
  • Submit in writing to Oracle its intent to decommission Computer and Administration Services.
  • Obtain qualified applications DBA and Oracle DBA resources to assist with the decommission of Computer and Administration Services.
  • Request, as needed, via a Service Request through My Oracle Support, any required Oracle software media in the desired version.
  • The software media should contain the version of the Oracle Programs that is specific to the hardware platform that Customer chooses for its successor internal environment.

3.2 Thirty (30) Days prior to the Departure Date

• Oracle will
  • Cease all further pro-active patching and updates.
  • Only address Severity Level 1 and Severity Level 2 “break fix” Service Requests that affect delivery of services where a workaround is not available.

• Customer will
• Obtain any necessary hardware required to create the Environments at Customer’s selected location.

3.3 Prior to the Departure Date

• Oracle will
  • Deliver the first Decommission Tape.

• Customer will
  • Submit a Service Request for the first Decommission Tape.
    • Customer should submit the Service Request at least 48 hours before the date on which Customer would like Oracle to create the Decommission Tape, but no later than the Departure Date.
    • The Service Request should include:
      • The date on which the Decommission Tape should be created.
      • The address to which the Decommission Tape should be sent.
  • Create the successor server and applications environment for Customer’s Environments.
    • Setup and install the new Oracle Database and appropriate applications server on a platform chosen by Customer.
    • Create the file system layout.
    • If Customer has chosen not to run its Oracle Programs on the same platform as its Oracle On Demand Services, install the proper patches where applicable. Various patches are available for download through My Oracle Support.
    • Install and configure the desired versions of the Oracle Programs and any Third Party Software for which Customer is licensed, onto its own successor server and applications environment.
  • Import the database from the production database export provided by Oracle on the Decommission Tape.
  • Modify the configuration files to include the new server name, SID name, path, etc.
  • Obtain a DLT 7000 or higher tape drive.

3.4 On the Departure Date

After Oracle provides Customer with the second Decommission Tape, Oracle is not obligated to retain any copies of Customer’s data or Environments. Customer is solely responsible for its data and environments.

• Oracle will
  • Deliver the second Decommission Tape one week after the Departure Date.

• Customer will
  • Import the database from the production database export on the final Decommission Tape.
  • Shut down Oracle’s VPN.
  • Ship the VPN to Oracle at the address identified by Oracle.
  • Complete the Computer and Administration Services Decommission Customer Checklist.

Section 4: Decommission of an Additional Environment

Customer may choose to purchase an additional Non-Production Environment. If, at a later date, the Non-Production Environment is no longer required, Customer can request termination of that Non-Production
Environment. Customer is responsible for notifying Oracle in writing of its intent to terminate an additional Non-Production Environment. Customer is also responsible, at its sole cost, for obtaining qualified applications DBA and Oracle DBA resources to assist with the migration.

4.1 Decommission Request

- Oracle will
  - Confirm in writing that Oracle will terminate Customer's additional Non-Production Environment on the Departure Date.
  - Cease all further pro-active patching and updates on the Non-Production Environment.

- Customer will
  - Submit a Service Request via My Oracle Support requesting to terminate Customer's Non-Production Environment(s). The Service Request should include:
    - Customer's CSI
    - Customer's desired Departure Date

Section 5: Decommission Forms and Checklists

Customer shall use the following forms and checklists as identified in Sections 1 through 4 above, as applicable.

5.1 Administration Services Decommission Customer Agreement

Please sign and complete the following information and return it to your Service Delivery Manager as soon as possible.

I have read, understand, and agree to comply with my responsibilities for the decommission of Oracle Administration Services as outlined in the Oracle On Demand Administration Services Decommission Guide and Transition Schedule dated ________

<COMPANY NAME>

Signature:

________________________________________________________________________

Name (Printed):

________________________________________________________________________

Title:

________________________________________________________________________

Date:

________________________________________________________________________

Our Decommission Contact is:

________________________________________________________________________

FINAL DEPARTURE DATE: ___________________________
## Administration Services Decommission Transition Schedule

The transition schedule is summarized below. You are responsible for indicating the dates on which each responsibility was completed. You must then return the Transition Schedule to the Oracle Decommission Contact.

### Table 1-1 Decommission Planning - 7 Days

<table>
<thead>
<tr>
<th>Task</th>
<th>Planned</th>
<th>Completed</th>
<th>Responsibility/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Begin Transition Phase</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Return signed Customer Agreement</td>
<td></td>
<td></td>
<td>Customer returns to Oracle Decommission Contact</td>
</tr>
</tbody>
</table>

### Table 1-2 Decommission Transition - 7 Days

<table>
<thead>
<tr>
<th>Task</th>
<th>Planned</th>
<th>Completed</th>
<th>Responsibility/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Interim Password Change - Oracle Responsibility</td>
<td></td>
<td></td>
<td>Customer request to Oracle</td>
</tr>
<tr>
<td>Customer DB Backup Transition</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
<tr>
<td>Customer Monitoring Transition</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
<tr>
<td>Provide customer with list of all passwords</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
<tr>
<td>Shutdown/remove Intelligent Agent software</td>
<td></td>
<td></td>
<td>Customer</td>
</tr>
<tr>
<td>Shutdown ODS(t) and Ship to Oracle</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
<tr>
<td>Disable Oracle/Customer VPN tunnel and ship VPN hardware to Oracle</td>
<td></td>
<td></td>
<td>Customer</td>
</tr>
<tr>
<td>Remove Oracle Operations Software</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
<tr>
<td>End Transition Phase; Customer takes over all operations of OSA environments</td>
<td></td>
<td></td>
<td>Customer</td>
</tr>
</tbody>
</table>

### Table 1-3 Post Decommission - 7 Days

<table>
<thead>
<tr>
<th>Task</th>
<th>Planned</th>
<th>Completed</th>
<th>Responsibility/Notes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Change Passwords</td>
<td></td>
<td></td>
<td>Customer</td>
</tr>
<tr>
<td>Customer takes complete operational responsibility of their system</td>
<td></td>
<td></td>
<td>Customer</td>
</tr>
<tr>
<td>Answer questions relating to environments for which Oracle previously provided Administration Services</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
<tr>
<td>Change ITS Routing tables to indicate decommission</td>
<td></td>
<td></td>
<td>Oracle</td>
</tr>
</tbody>
</table>
5.3 Computer and Administration Services Decommission Customer Checklist

<table>
<thead>
<tr>
<th>Complete?</th>
<th>Your Date</th>
<th>Due Date</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAP</td>
<td></td>
<td></td>
<td>If you require the necessary software media, please log a Service Request using your CS#</td>
</tr>
<tr>
<td>At least 48 hours prior to desired tape creation date, but no later than the Departure Date.</td>
<td></td>
<td>Submit a Service Request with the date(s) you would like your first full copy of the decommission tapes created and the address to which you would like the full copy of the decommission tapes sent</td>
<td></td>
</tr>
<tr>
<td>At least 10 business days prior to the Departure Date</td>
<td></td>
<td>Send:</td>
<td></td>
</tr>
<tr>
<td>Departure Date</td>
<td>Termination of Services</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Following the departure date</td>
<td>Receive Final Data Export</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Within 48 hours following the Departure Date.</td>
<td>Return equipment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

5.4 Additional Non-Production Environment Decommission Customer Checklist

<table>
<thead>
<tr>
<th>Complete</th>
<th>Your Date</th>
<th>Due Date</th>
<th>Step</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASAP</td>
<td></td>
<td></td>
<td>Submit your termination request by logging a Service Request with your CS# and requested departure date.</td>
</tr>
<tr>
<td>14 days prior to the Departure Date</td>
<td></td>
<td>Send payment in full</td>
<td></td>
</tr>
<tr>
<td>Departure Date</td>
<td>Termination of Environment</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Definitions

Version: 1.5
Effective Date: August 10, 2010

This is the Definitions Schedule ("Definitions Schedule") to Customer’s Statement of Work under the Computer and Administration Services Exhibit or Administration Services Exhibit, as applicable. This Definitions Schedule provides definitions that apply to the Exhibit and all other Schedules under Customer’s Statement of Work for terms that are not otherwise defined in the Exhibit and such other Schedules. In the event of an inconsistency between a definition contained in this Definitions Schedule and a definition contained in the Exhibit or another Schedule, the definition in the Exhibit and other Schedule shall control.

Section 1: Definitions
Clicking on a letter below will move the cursor to the associated section of the Definitions Schedule.

| A | B | C | D | E | F | G | H | I | J | K | L | M | N | O | P | Q | R | S | T | U | V | W | X | Y | Z |
|--------------------------------|
| A | Customer means the deployment model under which On Demand Services are delivered remotely by Oracle at the Customer’s Data Center on Infrastructure provided and managed by Customer. |
| A | Oracle means the deployment model under which On Demand Services are delivered by Oracle at Oracle’s Data Center on Infrastructure provided and managed by Oracle. |
| A | Access Management means the management of End User access to the Environments. |
| A | Actuate Report Server means the software of that name that is installed on a Windows 2003 Server in accordance with the Certified Configuration for Siebel CRM Programs for reporting and printing purposes. |
| A | ADC means the Austin Data Center. |
| A | Additional Non-Production Environment Decommission Customer Checklist means a checklist provided by Oracle that identifies the various tasks for Customer to complete in connection with the Decommission of an additional Non-Production Environment. |
| A | Additional Server means a Server for Oracle Managed Applications. |
| A | Administration Services mean Application Management Services delivered by Oracle On Demand under an @Customer deployment model. Administration Services are described in and governed by the applicable Schedules under the Statement of Work. |
| A | Administration Services Decommission Customer Agreement means a document provided by Oracle that Customer is required to complete and under which Customer identifies the Departure Date and agrees to perform certain tasks and responsibilities related to the Decommission of Administration Services. |
| A | Administration Services Decommission Transition Schedule means a form that lists the various tasks Customer must complete in connection with the Decommission of the Administration Services, including the expected completion date for each task. |
| A | Administrative User means an End User assigned by Customer to (i) identify the End Users permitted to use certain components of the On Demand Environment and, (ii) to assign one or more responsibilities to each End User. |
After-Action Review means the meeting held between Oracle and Customer after Production Go-Live of a migration or Transition to On Demand Services for the purpose of assessing the success of the project and any outstanding issues.

Agile Product Lifecycle Management Program means an Oracle Program identified by Oracle as an Agile Product Lifecycle Management Program. Oracle performs On Demand Services under an applicable Exhibit for those Agile Product Lifecycle Management Programs listed under the header "Agile Product Lifecycle Management Programs" in Appendix C of the Exhibit.

Agreement means the Oracle License and Software Agreement that governs the Ordering Document and Exhibit under which Oracle provides the On Demand Services, or such other governing master agreement identified in the applicable Ordering Document.

ANP means Authorized Network Provider.

Anticipated Peak Workload means Customer's target or goal workload for the On Demand Environment during testing.

APAC Data Center means Oracle's Data Center located in Asia.

Applicable Entitlement Schedule means the Entitlement Schedule that (i) is referred to in the Exhibit or by another Statement of Work Schedule as the "Applicable Entitlement Schedule" and (ii) specifically defines the Entitlement for the specific On Demand Services for the set of Oracle Programs ordered under the Exhibit as identified in such other Statement of Work Schedule.

Applicable Services Options and Supplemental Services Schedule means the Services Options and Supplemental Services Entitlement Schedule that (i) is referred to in the Exhibit or by another Statement of Work Schedule as the "Applicable Services Options and Supplemental Services Schedule" and (ii) specifically defines the Services Options and Supplemental Services available for the specific On Demand Services for the set of Oracle Programs ordered under the Exhibit as identified in such other Statement of Work Schedule.

Applicable Standards means all Standards Schedules that are referenced by the Exhibit and identified as a part of the Statement of Work.

Application Management Services means services performed by Oracle On Demand to manage, monitor and administer the Oracle Programs within Customer's Environment, as described in the applicable Schedules (including Program-Specific Application Management Services Schedule(s)) under the Statement of Work.

Application Management Services Supplemental Schedule means a Schedule that describes services that supplement the services set forth in the Application Management Services Schedule to the On Demand Services Exhibit. There is a separate Application Management Services Supplemental Schedule for On Demand Services for separate Oracle Program sets, including for the following: Oracle E-Business Suite Programs, PeopleSoft Enterprise Programs, Siebel CRM Programs, Business Intelligence Technology and Applications Programs, Oracle Hyperion Programs, Beehive Programs, and User Productivity Kit Programs.

Applications Administrator means the role assigned by Customer to an End User under which such End User is responsible for performing as Customer's technical lead administrator.

Application Tier means the server that resides in a middle-tier, between the desktop clients and the database tier. Desktop clients send their requests to a server in the Application Tier, which processes the request or sends it to another server, such as the database server. The Application Tier servers support some or all of the following services, depending upon the architectural design set forth in the Architecture Document:

- Web Server
- Forms Server
- Concurrent Processing Server
- Reports Server
- Admin Server
- Discoverer Server
Approved Third Party Software means Third Party Software separately acquired by Customer that adheres to Oracle's integrations standards and that is expressly approved by Oracle for Customer's optional integration in Customer's Environment. Customer is responsible for managing all Approved Third Party Software.

Architecture Design Document means a document prepared by Oracle that specifies Customer's On Demand architecture at the commencement of On Demand Services, and includes information and the recommended configuration of the hardware and the software components.

Architecture Document means a document(s) prepared and maintained by Oracle that reflects the configuration of Customer's Environment during the performance of On Demand Services.

Associated Servers means additional servers that Customer may purchase beyond the amount of Customer's Entitlement to support the Environments. The types of Associated Servers available as Services Options are the Server for Customer Managed Applications, a DMZ Server for Oracle Managed Applications, or a Server for Oracle Managed Applications.

Austin Data Center means Oracle's Data Center located in Austin, Texas.

Authorized Network Provider means a network provider approved by Oracle that Customer has retained for the purpose of providing connectivity for the On Demand Services in accordance with service level standards set by Oracle.

B

Back Out Plan means a list of steps, and the roles or individuals responsible for performing such steps that are required to reverse Changes that had been applied to Customer's Production Environment.

Base Configuration means the standard amount of storage provided for Customer's Environments as part of the Entitlement for Computer and Administration Services.

Batch Management Software means software embedded within Oracle Programs to enable Customer to schedule, monitor, and manage batch workloads in Customer's Environment. An example of Batch Management Software is Concurrent Manager.

Beehive Program means an Oracle Program identified by Oracle as a Beehive Program. Oracle performs On Demand Services under an applicable Exhibit for those Beehive Programs listed under the header "For Beehive Programs" in Appendix C of the Exhibit.

Business Intelligence Technology and Applications Program means an Oracle Program identified by Oracle as a Business Intelligence Application or a Business Intelligence Technology Program. Oracle performs On Demand Services under an applicable Exhibit for those Business Intelligence Application and Business Intelligence Technology Programs listed under the header "For Business Intelligence Technology and Applications Programs" in Appendix C of the Exhibit.

C

CEMLI is an acronym for any "configuration, extension, modification, localization, and integration," made to an Oracle Program.

CEMLI Promotion Slot means a predefined period of up to a specified number of continuous hours during which Oracle will promote CEMLIs from a Non-Production Environment to a Production Environment.

Certified Configuration means the combination of the configuration, operating system, instances, and Oracle Programs, as provided by Oracle, that is compliant with On Demand standards and policies and that Customer is required to use for On Demand Services.

Change means an Oracle- or Customer-initiated deployment of a specific addition, modification or removal, of a component, item, feature or function, to an Environment. Examples of Changes are the deployment of a Release into the Environment and a modification to the Environment configuration.
Change Action Plan means a plan that identifies the steps, and the roles or individuals responsible for performing such steps that are required to complete a specific Change to an Environment.

Change Management means the management and deployment of Changes to an Environment.

Change Request means a request via Oracle's Change Management process for a Change to an Environment.

Code Promotion means promotion and deployment of Customer's package build files for J.D. Edwards EnterpriseOne Programs, and application of configuration changes to facilitate use of such files.

Computer and Administration Services mean Application Management Services delivered by Oracle On Demand under an @Oracle deployment model. Computer and Administration Services are described in and governed by the applicable Schedules under the Statement of Work.

Computer and Administration Services Decommission Customer Checklist means a checklist provided by Oracle that identifies the various tasks Customer is required to complete for the Decommission of the Computer and Administration Services.

Concurrent Manager is an example of Batch Management Software.

CPE means Customer-provided network equipment.

Critical Patch Updates means updates that are provided to Customer by Oracle's Support Services organization as part of Oracle's technical support services and that are applied to the Environment as part of the Emergency Release Management process. Critical Patch Updates are designed to address significant security vulnerabilities and other issues that may relate to, or serve as prerequisites to, security issues, and may also include non-security fixes that are designed to address interdependency issues related to security patches.

CSI means the Customer Support Identifier that is used by Customer to access and receive services from Oracle Support and the On Demand Service Desk.

Custom Services mean services performed by Oracle On Demand as described in the applicable Custom Services Schedule(s) under the Statement of Work.

Customer means the entity that is identified in the Ordering Document as the recipient of the On Demand Services.

Customer-Controlled Environments mean the environments identified in the applicable Schedule in which Customer or its designee is authorized by Oracle to use, apply Changes to, and maintain. Possible uses of Customer-Controlled Environments are development or testing.

Customer Handling Instructions means Customer-specific information in Oracle's support system that is used by Oracle personnel performing services for Customer.

Customer-Provided Network Equipment means network devices and circuits provided and managed by Customer that are installed in Oracle's Data Center.

Customer's Data Center means the Data Center retained and managed by Customer, or by a third party retained by Customer, at which Oracle delivers, on a @Customer basis, On Demand Services as specified under the Statement of Work.

Customer's Decommission Contact means the Customer employee identified by Customer who serves as Oracle's primary point of contact for issues related to the Decommission of On Demand Services.

Customer's Help Desk means the point of contact provided by Customer for its End Users with respect to questions or issues that arise regarding the On Demand Services and Environments.
Data Center means the physical location where the Environments for which Oracle performs On Demand Services reside.

Data Center Security Policy means a document prepared and maintained by Oracle that outlines access control requirements applicable to Oracle's Data Center, including access requests, physical screening, on-site behavior and prohibited items.

Decommission means the process defined by Oracle under which Customer's use of On Demand Environments is ended and the On Demand Services are terminated.

Decommission Tape means the magnetic tapes provided by Oracle as part of the Decommission of Computer and Administration Services that contain a copy of the production data from Customer's Production Environment.

Demilitarized Zone means the "neutral zone" between the Internet and Oracle's, or as applicable, a Customer's, private network.

DEMO, and DEMO Environment, means a Demonstration Environment.

Demonstration Environment means a type of Production Support Environment that is used for demonstration purposes.

Departure Date means the date on which Customer's access to the Environment is ended and the On Demand Services are terminated.

DEV, and DEV Environment, means a Development Environment.

Development Environment means a type of Non-Production Environment in which Customer performs development activities in support of On Demand Services, such as the creation of customizations.

Diagnostic Server means a server enabled by Oracle as part of Administration Services to remotely monitor the status and operation of Customer's Environment.

Disaster means an Unplanned Outage that causes a complete loss of access to and use of the Oracle Programs in the Production Environment at the Primary Site for a period greater than 24 hours, as declared by Oracle.

Disaster Recovery means services provided by Oracle in accordance with the applicable Schedule to recover Production Environment data and to re-establish the Production Environment.

Disaster Recovery Plan means a plan prepared and maintained by Oracle that identifies tasks related to recovery and business continuity in the event of a Disaster, as described in the applicable Schedule.

DMZ Server for Oracle Managed Applications means a public-facing middle-tier server located in the Demilitarized Zone. Customer may purchase a DMZ Server via a Services Option for Computer and Administration Services.

DNS means the translation of a URL text address (e.g., grantasticdesigns.com) into a numeric Internet address (e.g., 201.214.12.6).

DR means Disaster Recovery.

Duty Manager means the Oracle personnel identified by Oracle as Customer's point of contact for escalating Service Requests within Oracle.

EBSO means On Demand Services provided by Oracle for Oracle E-Business Suite Programs.

Embedded Software is Third Party Software that is incorporated by Oracle into certain Oracle Programs.
EMEA Data Center means Oracle's Data Center located in Europe.

Emergency Release Management means the process by which Critical Patch Updates are applied to Customer's Environment.

End User means an individual who is authorized by Customer to use the Oracle Programs within the Environment.

Enhanced Recovery Services means the Supplemental Services under which Oracle provides Disaster Recovery services as described in the Enhanced Recovery Services – Maximum Availability Schedule or the Enhanced Recovery Services 1 and 5 Day Option Schedule, as applicable.

Entitlement means the base level of services that are included as part of Oracle’s standard On Demand Services, as described in the Applicable Entitlement Schedules. The Entitlement does not include any Services Options or Supplemental Services that may be purchased by Customer.

Environment means the combination of Infrastructure and supporting software that is (i) configured for the Oracle Programs operating on it and for specific uses as part of the On Demand Services, and (ii) used by Oracle to perform On Demand Services. The Environment consists of the Production Environment, any Production Support Environment(s) and any Non-Production Environment(s), as referenced in the applicable Exhibit and Applicable Entitlement Schedules.

Environment Plan means a document prepared and maintained by Oracle that identifies the environments used during implementation of the On Demand Services and their respective purposes, such as development, CEMLI design and test, UAT, or staging purposes.

Exhibit means the exhibit to the Ordering Document that describes the On Demand Services that are purchased under the Ordering Document.

Federal Environment means a dedicated, caged On Demand Environment at Oracle’s Data Center for United States federal government entity customers that purchase Computer and Administration Services and Oracle’s Federal Security Services, as described in the Federal Security Services Schedule to Customer’s Exhibit.

Federal Security Services means a Supplemental Service applicable to Computer and Administration Services for United States federal government Customers, as described in the Federal Security Services Schedule.

Functional Service Desk means the Supplemental Service under which Oracle On Demand creates, receives, monitors, routes, and closes Functionel Service Desk Service Requests, as described in the applicable Schedule for Functional Service Desk services.

Functional Service Desk Service Request means a request for assistance with Customer's Environment or any component thereof submitted to the Functional Service Desk.

Go-Live means Production Go-Live.

Governance, Risk, and Compliance Controls Suite Program means an Oracle Program identified by Oracle as a Governance, Risk, and Compliance Controls Suite Program. Oracle performs On Demand Services under an applicable Exhibit for those Governance, Risk, and Compliance Controls Suite Programs listed under the header "For Governance, Risk, and Compliance Controls Suite Programs" in Appendix C of the Exhibit.
IDS means Intrusion Detection System.

Implementer means a Third Party Vendor retained by Customer via separate contract to provide implementation services to Customer in support of On Demand Services. For the purpose of this definition, an Implementer may be Oracle’s Consulting line of business.

Incident means any event experienced by Customer in its use of the On Demand Services for which a Service Request has been submitted, that is not consistent with the standard, documented operation of the On Demand Services, and which causes, or may cause, a Service interruption.

Information Security Incident Response Commander means the Oracle employee assigned by Oracle to lead Oracle’s response to Severity 1 and Severity 2 information security incidents.

Information Security Incident Response Plan (ISIRP) means a document prepared by Oracle that details activities that are to be performed in the event of an information security Incident related to the applicable Environment and On Demand Services. Oracle periodically updates the ISIRP document to reflect current information security Incident response planning.

Information Security Incident Response Team means the Oracle team that is designated by Oracle to prepare for, and respond to, information security Incidents.

Information Security Manager means an Oracle employee designated by Oracle to act as a liaison regarding security issues that affects the applicable Oracle line of business. Each Oracle line of business unit has an Information Security Manager.

Infrastructure means the combination of Oracle’s Data Center, hardware, servers, operating system, storage, and networking equipment, used for the delivery of On Demand Services, as described in the Statement of Work of the applicable Exhibit.

Infrastructure Requirements means information provided by Customer in the Infrastructure Requirements Document regarding the Infrastructure for the On Demand Services, such as capacity and usage information.

Infrastructure Requirements Document means the document required by Oracle in which Customer specifies its Infrastructure Requirements.

Internet Protocol Security means a security framework based on open standards and designed to protect communications over Internet Protocol networks through the use of cryptography.

Intrusion Detection System means a system that monitors Customer’s Environment for security violations such as attack signatures, anomalous ports, and anomalous protocols being accessed.


ISIRC is the Information Security Incident Response Commander.

ISIRP means Information Security Incident Response Plan.

ISIRT means Information Security Incident Response Team.

ISM means an Information Security Manager.
J

**J.D. Edwards EnterpriseOne Program** means an Oracle Program identified by Oracle as a J.D. Edwards EnterpriseOne Program. Oracle performs On Demand Services under an applicable Exhibit for those J.D. Edwards EnterpriseOne Programs listed under the header “For J.D. Edwards EnterpriseOne Programs” in Appendix C of the Exhibit.

K

[Reserved]

L

**Labor Services** mean Custom Services.

**Limited Access Oracle Programs** mean certain Oracle Programs that, as part of their standard functionality, may be accessed only on a limited basis through a web browser using standard application interfaces via HTTP or HTTPS protocols. An example of a Limited Access Oracle Program is Oracle Exchange.

M

**Maintenance Code Release** means any Release designed to address the manner in which Oracle Programs process data or operate, and neither contains new functionality nor changes the results of processing data. Examples of Maintenance Code Releases are software patches, tool updates, tax updates, bug fixes, and maintenance packs. The term Maintenance Code Release specifically excludes any Service Pack or Upgrade.

**Maintenance Window** means the regularly scheduled period of time during which Oracle may perform maintenance activities on shared infrastructure and schedule Planned Outages.

**Major Release** means an Upgrade that is designated by Oracle as a Major Release as follows: (i) for all Oracle Programs except PeopleSoft Enterprise Programs, by the identifying first number of the Upgrade (e.g., change from Oracle8i to Oracle 10g), and (ii) for PeopleSoft Enterprise Programs, by the identifying first number of the Upgrade after the decimal place (e.g., change from version 9.1 to 9.2).

**Major Upgrade** means a Major Release.

**Management Link** means the type of Network Connectivity used for Administrations Services.

**Migrated System** means a Production Environment that has been migrated to conform to Oracle's Certified Configuration.

**Migration Readiness Assessment** means a document that contains Oracle’s assessment of Customer’s infrastructure and that is used for creating a Production Environment that conforms to Oracle's Certified Configuration.

**Minor CEMLI Enhancement Request** means a request by Customer, via Oracle’s Change Management process, for Oracle On Demand to enhance a CEMLI to an Oracle Program within Customer's Environment, where such enhancement is designed to improve the functionality of the CEMLI and does not require Oracle more than 40 person hours to perform. A “person hour” is one hour of work performed by one Oracle resource.

**Minor Release** means an Upgrade that contains new functionality and that is upwardly compatible to an earlier Release of the applicable Oracle Program.

My Oracle Support means Oracle’s web-based customer support system under which Oracle provides technical support for Oracle Programs and by which Customer may submit Service Requests. Customer obtains the use of My Oracle Support by purchasing technical support services from Oracle under a separate contract.
Network Connectivity means the connectivity described in the Statement of Work of the applicable Exhibit.

Network Connectivity Form means a form to be completed by Customer upon purchase of the On Demand Services that indicates Customer's preferences and requirements for Network Connectivity.

Non-Production Environment means an instance that is specifically configured for Customer's use (or, as applicable, Customer's Implementer's use) of the Oracle Programs for non-production activities that relate to the On Demand Services, such as development, training, data conversion, and CEMLI maintenance.

North America Data Center means Oracle's Data Center located in the United States.

OCCN means Oracle Continuous Connection Network.

On Demand Environment means the Environment.

OOP means Oracle On Demand Customer Portal.

On Demand means the Oracle line of business that delivers the On Demand Services.

On Demand Service Desk means a team of resources provided by Oracle On Demand as part of On Demand Services under which Oracle On Demand creates, receives, monitors, routes, and closes Service Requests or Incidents, as described in the applicable Schedule.

On Demand Services mean, collectively and as applicable, the Computer and Administration Services, Administration Services, and all other services provided by Oracle On Demand, including associated Services Options and Supplemental Services, that are ordered under and identified in the Exhibit.

Optional Third Party Software means Approved Third Party Software.

Oracle Continuous Connection Network means a dedicated network designed to support Network Connectivity between Oracle and Customer’s Environment, and that uses the following elements: a firewall, VPN, intrusion detection, authentication, reporting, and DNS.

Oracle-Controlled Environments are those environments in which Oracle has sole control to make Changes.

Oracle-Controlled Infrastructure means infrastructure used for Administration Services that is managed and maintained solely by Oracle.

Oracle's Data Center means the Data Center retained and managed by Oracle, or by a third party retained by Oracle, at which Oracle delivers @Oracle On Demand Services as specified under the Statement of Work. Oracle's Data Center may be located in North America, Europe (the "EMEA Data Center") or Asia (the "APAC Data Center").

Oracle Data Center Badge Access Form means an Oracle form that must be completed by a person seeking to visit Oracle's Data Center. Once completed by the visitor, the form is forwarded within Oracle for review and approval purposes, and is retained by Oracle in accordance with Oracle policy.

Oracle Decommission Contact means Oracle personnel identified by Oracle that Customer may contact regarding questions or issues related to the Decommission of On Demand Services.

Oracle E-Business Suite Program means an Oracle Program identified by Oracle as an E-Business Suite Program. Oracle performs On Demand Services under an applicable Exhibit for those Oracle E-Business Suite Programs listed under the header "For E-Business Suite Programs" in Appendix C of the Exhibit.

Oracle Hyperion Program means an Oracle Program identified by Oracle as a Hyperion Program. Oracle performs On Demand Services under an applicable Exhibit for those Hyperion Programs listed under the header "For Oracle Hyperion Programs" in Appendix C of the Exhibit.
OracleMetaLink means My Oracle Support.

Oracle On Demand Customer Portal means the Customer-specific Internet based portal provided by Oracle to Customer as part of the On Demand Services by which Customer may view performance reports generated by Oracle and the status of Service Requests.

Oracle Product Issue means an incident associated with the functioning of Oracle Program(s) (including program errors) but is not caused by Oracle’s performance of On Demand Services.

Oracle Program means the Oracle software product licensed to Customer separately and for which Oracle On Demand performs On Demand Services as identified in the applicable Schedule. If a Schedule does not specifically define which Oracle Programs apply to that Schedule, references to the term Oracle Programs in that Schedule shall be deemed to mean all the Oracle Programs identified in the Exhibit for which Oracle is providing On Demand Services. Oracle Programs may include Oracle E-Business Suite Programs, Beehive Programs, PeopleSoft Enterprise Programs, Siebel CRM Programs, Oracle Technology Programs, Oracle Hyperion Programs, Business Intelligence Technology and Applications Programs, Retail Programs or User Productivity Kit Programs. The term Oracle Program includes any Embedded Software within the applicable Oracle Program.

Oracle Project Plan means the document prepared by Oracle that outlines the tasks to be performed by Oracle, including anticipated start and end dates, for Transition Services.

Oracle Support means the Oracle technical support organization (Oracle Support Services) that provides product-related technical support services for Oracle Programs. On Demand Services do not include Oracle Support, and Customer must purchase services from Oracle Support separately from On Demand Services.

Oracle Technology Program means an Oracle Program identified by Oracle as a Technology Program. Oracle performs On Demand Services under an applicable Exhibit for those Oracle Technology Programs listed under the header “For Technology Programs” in Appendix C of the Exhibit.

Ordering Document means the contract signed by both Oracle and Customer that is governed by the Agreement and incorporates the Exhibit.

Outage means a complete loss of access to and use of the Production Environment, the Production Support Environment, the Non-Production Environment, or the Pre-Production Environment. An Outage may be a Planned Outage or an Unplanned Outage.

Overall Program Plan means a project plan prepared by Oracle that outlines the necessary tasks, task performance schedules, and the roles or individuals required to perform such tasks, for a Transition.

Password Manager Utility means an Oracle-proprietary Tool used by Oracle to manage passwords and provide controlled-access to database and application passwords to those End Users who have named Linux operating system accounts and associated PowerBroker policies.

PeopleSoft Enterprise Program means an Oracle Program identified by Oracle as an Oracle PeopleSoft Enterprise Program. Oracle performs On Demand Services under an applicable Exhibit for those Oracle PeopleSoft Enterprise Programs listed under the header “For PeopleSoft Enterprise Programs” in Appendix C of the Exhibit.

Performance Management means a subset of On Demand Services under which Oracle manages the speed of transaction response of the Oracle Programs, and batch job execution in the Production Environment.

Periodic Maintenance Plan means a written plan prepared and maintained by Oracle that generally describes the schedule for the application of Changes, new Releases, and Upgrades, to the Production Environment.
**Pillar** means a single set of related PeopleSoft Enterprise Programs that include a common functionality. The following are the six Pillars for PeopleSoft Enterprise Programs for which Oracle may provide On Demand Services:

- PeopleSoft Enterprise CRM
- PeopleSoft Enterprise Financials
- PeopleSoft Enterprise Human Resources
- PeopleSoft Enterprise Portal
- PeopleSoft Enterprise Performance Management
- PeopleSoft Enterprise Learning Solutions

**Planned Outage** means an Outage scheduled by Oracle during which Oracle performs system maintenance and other activities for the Environment and the On Demand Services.

**PMP** means Periodic Maintenance Plan.

**Point Release** means a Minor Release.

**Post Production Go-Live** means the period following the Production Go-Live of the Production Environment.

**PowerBroker®** means Third Party Software by Symark that is designed to provide Customers with security and accountability features for UNIX- and Linux-based systems that support an @Oracle deployment of On Demand Services, by allowing Administrative Users to delegate administrative privileges and authorization without disclosing the root password, and to grant End Users with selective access to UNIX- and Linux-based corporate systems.

**Primary Site** means the Data Center at which Customer's Environment is located and at which Oracle delivers On Demand Services under the Exhibit. If Customer purchases an applicable Services Option, the Environment and the delivery of On Demand Services may be relocated to a Secondary Site in the event of a Disaster pursuant to the terms of such Services Option.

**Priority Level** means the classification used in conjunction with Severity Level to identify the priority of a Service Request with respect to the On Demand Services.

**Problem** means (i) the collection of multiple recurring incidents that exhibit common symptoms and that originate from a single, common cause, and for which the cause is unknown, or (ii) a single incident that results from a single error and that has an on-going significant impact on the On Demand Services (such as an Unplanned Outage), and for which the cause is unknown.

**Problem Management** means a subset of On Demand Services under which Oracle manages Problems within Customer's Environment, as defined in the applicable Schedules.

**Production Assessment** means a document that is prepared by Oracle prior to Production Go-Live and that contains Oracle’s assessment of the compliance of Customers’ Environment with Oracle On Demand standards.

**Production Environment** means the instance within the Environment that is specifically set up and configured to support Customer’s use of the Oracle Programs, and used by Customer for production operations. The Production Environment consists of the collection of database servers, application ("mid-tier") servers, and other servers comprising Customer’s transactional production system.

**Production Go-Live** means the date on which Customer first commences use of the Production Environment for production operations (i.e., to process live data).

**Production Ready Status** means a designation given by Oracle to Customer indicating that Customer may commence use of a Production Environment for production operations.

**Production Support Environment** means the TEST and DEMO Environments that are specifically set up and configured in a manner that closely resembles the Production Environment, and that are used, as applicable, to troubleshoot and facilitate Incident resolution, to test changes prior to promotion of such changes to the Production Environment and for demonstration purposes.

**Program Responsibilities** means the functionality that a User may use within the Oracle Programs.
Program-Specific Application Management Services Schedule means the Application Management Services Schedule specifically applicable to a certain set of Oracle Programs as identified in such Schedule.

Program-Specific Standards means the Standards Schedule specifically applicable to a certain set of Oracle Programs as identified in such Schedule.

Provisioning Release Plan means a document prepared by Oracle that describes the installation and configuration of hardware and software required for the On Demand Environment.

Q [Reserved]

R

RCA means Root Cause Analysis.

Recovery Point Objective means Oracle's objective for the potential maximum time period of data loss, calculated from the onset of a Disaster, and as described in the applicable Schedule.

Recovery Time Objective means Oracle's objective for the potential maximum period of time between the declaration of a Disaster and the point at which Customer can resume production operations in the Production Environment, as described in the applicable Schedule.

Refresh means the reloading of an image copy of Customer's database files and application files and updating related configurations within the Environment.

Release means a software change or set of software changes, to Oracle Programs, that is provided to Customer by Oracle's Support Services organization as part of Oracle's technical support services. The term Release includes Upgrades and Maintenance Code Releases.

Release Management means the management of the deployment of Releases Into Customer's Environment.

Release Plan means a document that details the planning, testing, and executing of proposed Releases. The Release Plan includes a Back Out Plan.

Required Software means Third Party Software for which Oracle requires Customer to separately purchase a license and technical support in connection with On Demand Services for certain Oracle Programs, and for which Oracle expressly performs On Demand Services, as described in the applicable Schedule.

Retail Program means an Oracle Program identified by Oracle as a Retail Program. Oracle performs On Demand Services under an applicable Exhibit for those Retail Programs listed under the header “For Retail Programs” in Appendix C of the Exhibit.

Root Cause Analysis means a process by which Oracle seeks to determine the root cause of a Problem and/or an Incident, identify details of any work-around including reasons for the work-around as applicable, and the history of the Problem or incident.

S

Schedule means a schedule that is referenced by the Exhibit and identified as a part of the Statement of Work, and that describes On Demand Services ordered by Customer under the Exhibit.

Secondary Site means the Data Center other than the Primary Site to which the Environment and delivery of On Demand Services is relocated in the event of a Disaster, as described in the applicable Schedule.

Server for Customer Managed Applications means a Services Option under which Oracle initializes and installs operating system software on an Oracle-provisioned server to enable Customer to access, manage, and monitor such server, as described in the applicable Schedule.
Server for Oracle Managed Applications means the Services Option for Computer and Administration Services under which a server is added by Oracle to Customer’s Environment to support additional environments beyond the amount of Customer’s Entitlement.

Service Interruption means a material reduction of the functionality and responsiveness of a component of the Production Environment, a Production Support Environment, or a Non-Production Environment, such that Customer’s ability to use the On Demand Services to process one or more of Customer’s key business transactions is significantly impacted.

Service Pack means a Minor Release.

Service Request means a request for assistance with the Environment or any component thereof submitted to My Oracle Support or the On Demand Service Desk.

Service-Specific Application Management Services Schedule means Program-Specific Application Management Services Schedule.

Service-Specific Standards means Program-Specific Standards.

Services Option means services and/or infrastructure that Customer may purchase to increase the quantity of On Demand Services (including infrastructure) provided by Oracle as part of Customer’s Entitlement. Services Options available for purchase by Customer are identified in the Applicable Services Options Schedule and Supplemental Services Schedule. Services Options do not include Supplemental Services that may be purchased by Customer.

Severity Level means the level of criticality assigned to a Service Request based on defined criteria.

Siebel CRM Program means an Oracle Program identified by Oracle as an Oracle Siebel CRM Program. Oracle performs On Demand Services under an applicable Exhibit for those Oracle Siebel Programs listed under the header “For Siebel CRM Programs” in Appendix C of the Exhibit.

SOP means Standard Operating Procedures.

SR means a Service Request.

SSL means "secure sockets layer," a commonly used protocol for managing the security of a data transmission on the Internet. SSL uses a public-and-private key encryption system, which also includes the use of a digital certificate.

Standard Operating Procedures mean Oracle's set of security-focused processes that set forth the standard procedures, activities and tasks performed by Oracle resources while delivering On Demand Services to Oracle customers.

Standby Environment means an Environment located at the Secondary Site that closely resembles the capacity and performance capabilities of the Production Environment at the Primary Site, and that may be used for production operations in the event of a Disaster as described in the Schedule for the applicable Services Option.

Statement of Work means the collection of Schedules identified in the Exhibit that define the On Demand Services ordered by Customer under the Exhibit.

Storage Unit means a Services Option under which Customer may purchase a unit of 200 usable Gigabytes of disk storage in addition to that provided by Oracle as part of Customer’s Entitlement.

Super User means an End User that Customer has assigned to assist other End Users in the use of On Demand Services. Super Users serve as the liaison between End Users, Customer’s Help Desk, and the On Demand Service Desk.
Supplemental Services mean services that Customer may purchase to supplement the On Demand Services. Supplemental Services are separate from standard On Demand Services, and support or enhance those services as described in the applicable Schedules. Supplemental Services available for purchase by Customer are identified in the Applicable Services Options and Supplemental Services Schedule. Supplemental Services do not include Services Options that may be purchased by Customer.

Supported CEMLIs mean CEMLIs that were reviewed and approved by Oracle as part of the Production Assessment process and for which Oracle provides On Demand Services in the Production Environment.

System Administrator means an Oracle resource assigned by Oracle to perform tasks to maintain the Environment as part of the On Demand Services.

T

TEST, or TEST Environment, means a type of Production Support Environment that is used by Oracle for testing and validating Changes prior to promotion to the Production Environment as well as for recreating events and duplicating issues occurring in the Production Environment for the purposes of troubleshooting and facilitating incident resolution.

Third Party Software means any software, from a Third Party Software Vendor, that is not provided by Oracle as part of the On Demand Services.

Third Party Software Vendor means a provider, other than Oracle, of software.

Third Party Vendor means a provider, other than Oracle, of products or services.

Tools mean software scripts provided and used by Oracle in the Environment for the delivery of On Demand Services (e.g., to perform environment clones, password changes, service monitoring, and file system maintenance).

Transaction Link means the type of Network Connectivity used for Computer and Administration Services.

Transition means the activities completed and modifications made to a Customer’s system and/or to an On Demand Environment as part of Transition Services.

Transition Services means a Supplemental Service performed by Oracle to convert a Customer's system to an On Demand Environment or to make significant Changes (such as an Upgrade) to an existing On Demand Environment, as described in the Transition Advisory Services Schedule.

U

UAT means User Acceptance Testing.

Unplanned Outage means an Outage that was not scheduled by Oracle or Customer and is caused by an Incident or Problem.

Upgrade means a new Release of an Oracle Program that contains new functionality and/or under which the results of how such program processes data differs as compared to an earlier Release of such program.

User means an End User.

User Acceptance Testing means a formal testing process that is part of the Change Management Process conducted by Customer of a specified Change to the Environment for the purpose of determining whether such Change meets identified acceptance criteria.

UPK Associated Oracle Program means an Oracle program listed in the Exhibit (other than a User Productivity Kit Program) for which Customer must first purchase Computer and Administration Services or Administration Services, as applicable, before purchasing a User Productivity Kit Program.
**User Productivity Kit Program** means an Oracle Program identified by Oracle as a User Productivity Kit Program. Oracle performs On Demand Services under an applicable Exhibit for those User Productivity Kit Programs listed under the header "For User Productivity Kit Programs" in Appendix C of the Exhibit.

**V**

**Vertical** means a single set of related Siebel CRM Programs that include a common functionality. The following are the Verticals for Siebel CRM Programs for which Oracle may provide On Demand Services:
- Siebel CRM Communications, Media and Energy
- Siebel CRM Life Sciences
- Siebel CRM Manufacturing and Distribution
- Siebel CRM Financial Services
- Siebel CRM Public Sector
- Siebel CRM Horizontal Applications

**VPN** means Virtual Private Network.

**W**

**WAN** means Wide Area Network.

**Windows Software Update Service** means a Microsoft service provided to Oracle under which Microsoft delivers current security updates to Oracle-owned Windows-based computers.

**WSUS** means Windows Software Update Service.

**X [Reserved]**

**Y [Reserved]**

**Z [Reserved]**
Oracle E-Business Suite Entitlement

Version: 1.1
Effective Date: September 1, 2009

Schedule to the Computer and Administration Services Exhibit

This is the Oracle E-Business Suite Entitlement Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit (the "Exhibit").

The services described herein are provided by Oracle under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule. This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

Section 1: Scope
This Schedule sets forth the Entitlement for Computer and Administration Services for Oracle E-Business Suite Programs, and identifies additional services that are available for purchase for Computer and Administration Services for Oracle E-Business Suite Programs.

1.1 Entitlement
Computer and Administration Services for Oracle E-Business Suite Programs include limited quantities of certain services. These quantities are referred to as Customer's "Entitlement", as defined in Section 2 below. The Entitlement applies to the Oracle E-Business Suite Programs identified in the Exhibit.

1.2 Services Options and Supplemental Services
Customer also may purchase certain additional services in addition to the Entitlement that Customer receives as part of the Computer and Administration Services for Oracle E-Business Suite Programs. These additional services are identified in the Services Options and Supplemental Services Schedule to the Computer and Administration Services Exhibit.

1.3 General Guidelines
All specified Entitlements are for the Production Environment, unless specifically stated otherwise in this Schedule.

Section 2: Entitlement
This section sets forth the Entitlement for Computer and Administration Services for Oracle E-Business Suite Programs. The services provided as part of the Entitlement are described in the particular Schedules identified below. The Schedules applicable to Customer's Entitlement are a part of Customer's Statement of Work as referenced in the applicable Exhibit.

<table>
<thead>
<tr>
<th>Service</th>
<th>Schedule(s) that Describes the Service</th>
<th>Amount of Service as Part of the Entitlement</th>
</tr>
</thead>
</table>
| VPN     | • Infrastructure Services Schedule to the On Demand Services Exhibit  
          • On Demand Security Practices Schedule to the Computer and Administration Services Exhibit | One |


<table>
<thead>
<tr>
<th>Service</th>
<th>Schedule(s) that Describes the Service</th>
<th>Amount of Service as Part of the Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Storage</td>
<td>•  Infrastructure Services Schedule to the On Demand Services Exhibit</td>
<td>600 Usable Gigabytes allocated among ALL of Customer's Environments</td>
</tr>
<tr>
<td>Environments</td>
<td>•  Application Management Services for Oracle E-Business Suite Schedule to the On Demand Services Exhibit</td>
<td>•  1 Production Environment</td>
</tr>
<tr>
<td></td>
<td>•  Application Management Services Schedule to the On Demand Services Exhibit</td>
<td>•  2 Production Support Environments</td>
</tr>
<tr>
<td>Printer Queue</td>
<td>•  Application Management Services Schedule to the On Demand Services Exhibit</td>
<td>Unlimited Self-Service; none serviced by Oracle</td>
</tr>
<tr>
<td>Refreshes¹</td>
<td>•  Application Management Services Schedule to the On Demand Services Exhibit</td>
<td>On Demand via the North America and APAC Data Centers:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>•  One per week per Production Environment prior to Production Go-Live</td>
</tr>
<tr>
<td></td>
<td></td>
<td>•  One per month per Production Environment after Production Go-Live</td>
</tr>
<tr>
<td></td>
<td></td>
<td>On Demand via the EMEA Data Center:</td>
</tr>
<tr>
<td></td>
<td></td>
<td>•  One per week per Production Environment for the initial six months of services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>•  Twelve per Production Environment for Months 7-12 of the first year of the services</td>
</tr>
<tr>
<td></td>
<td></td>
<td>•  Twelve per Production Environment per year for the second and third year of the services</td>
</tr>
</tbody>
</table>

¹ Refresh Entitlement cannot be accumulated month over month.

For the purpose of performing a refresh from Customer's existing Production Environment, Production Support Environment, and/or Non-Production Environment to a new environment, Oracle will use as the new environment either (a) one of Customer's existing available Oracle environments, or (b) a new Additional Non-Production Environment that Customer purchases (see the Services Options and Supplemental Services Schedule to the Computer and Administration Services Exhibit).
<table>
<thead>
<tr>
<th>Service</th>
<th>Schedule(s) that Describes the Service</th>
<th>Amount of Service as Part of the Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Data Export</td>
<td>• Infrastructure Services Schedule to the On Demand Services Exhibit</td>
<td>One per Production Environment per year</td>
</tr>
<tr>
<td>Backups</td>
<td>• On Demand Security Practices Schedule to the Computer and Administration Services Exhibit</td>
<td>As described in the Backup Entitlement Schedule to the Computer and Administration Services Exhibit</td>
</tr>
<tr>
<td></td>
<td>• Application Management Services Schedule to the On Demand Services Exhibit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Infrastructure Services Schedule to the On Demand Services Exhibit</td>
<td></td>
</tr>
<tr>
<td>Governance Services</td>
<td>• Governance Services Schedule to the On Demand Services Exhibit</td>
<td>As described in the Exhibit</td>
</tr>
<tr>
<td>Providing Information for Audit of Customer</td>
<td>• On Demand Security Practices Schedule to the Computer and Administration Services Exhibit</td>
<td>One per year</td>
</tr>
<tr>
<td>Entities Other than Regulators</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Periodic Maintenance Plan</td>
<td>• Application Management Services Schedule to the On Demand Services Exhibit</td>
<td>See Section 2.1 Periodic Maintenance Plan Entitlement of this Schedule</td>
</tr>
<tr>
<td></td>
<td>• Application Management Services for Oracle E-Business Suite Schedule to the On Demand Services Exhibit</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Infrastructure Services Schedule to the On Demand Services Exhibit</td>
<td></td>
</tr>
</tbody>
</table>

2.1 Periodic Maintenance Plan Entitlement

<table>
<thead>
<tr>
<th>Interval</th>
<th>Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Weekly</td>
<td>• Mandatory or emergency patching</td>
</tr>
<tr>
<td>Monthly</td>
<td>• Content Updates (i.e. Vertex Payroll and sales tax data)</td>
</tr>
<tr>
<td>Bi-Annual</td>
<td>• Critical Patch Updates</td>
</tr>
<tr>
<td></td>
<td>• Technology stack updates</td>
</tr>
<tr>
<td></td>
<td>• Application patch sets that do not affect functionality</td>
</tr>
<tr>
<td></td>
<td>• Implementation of system assessment recommendations</td>
</tr>
<tr>
<td>Every 18 Months</td>
<td>• Minor Releases</td>
</tr>
<tr>
<td></td>
<td>• Maintain the Oracle E-Business Suite Programs in the Production</td>
</tr>
<tr>
<td></td>
<td>Environment within two point releases of the current software version</td>
</tr>
</tbody>
</table>

2 Oracle reserves the right to require Customer to pay Oracle for any actual, reasonable, incremental cost incurred by Oracle to respond to Customer's request.

3 Major Releases are not provided.
Enhanced Recovery Services Entitlement

Version: 1.3
Effective Date: January 26, 2010

Schedule to the On Demand Services Exhibit

This is the Enhanced Recovery Services Entitlement Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit or the "Exhibit").

The services described herein are provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

Section 1: Scope
This Schedule sets forth the Entitlement for Oracle's Enhanced Recovery Services, and identifies additional services that are available for purchase for Computer and Administration Services for Enhanced Recovery Services.

1.1 Entitlement
Enhanced Recovery Services include limited quantities of certain services. These quantities are referred to as Customer's "Entitlement", as defined in Section 2 below. The Entitlement applies to the Oracle Programs for which Enhanced Recovery Services are purchased, as identified in the Exhibit.

1.2 Services Options
Customer also may purchase certain additional services in addition to the Entitlement that Customer receives as part of the Enhanced Recovery Services. These additional services are identified below.

1.3 General Guidelines
All specified Entitlements are for the Production Environment, unless specifically stated otherwise in this Schedule.

Section 2: Entitlement for Enhanced Recovery Services 1- and 5-Day Option
This section identifies the Entitlement for the Enhanced Recovery Services 1-Day Option and the Enhanced Recovery Services 5-Day Option, and its applicable Services Options. The services Entitlement and Services Options are described in the Enhanced Recovery Services 1- and 5-Day Option Schedule to the On Demand Services Exhibit. The Enhanced Recovery Services 1- and 5-Day Option Schedule to the On Demand Services Exhibit is part of Customer's Statement of Work if referenced in the applicable Exhibit.

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount of Service as Part of the Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processors</td>
<td>Four</td>
</tr>
<tr>
<td>Server configuration at the Recovery Data Center in the event of a Disaster and during testing</td>
<td>As defined in the Exhibit</td>
</tr>
<tr>
<td>Service</td>
<td>Amount of Service as Part of the Entitlement</td>
</tr>
<tr>
<td>----------</td>
<td>---------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Storage</td>
<td>300 Usable Gigabytes per Production Environment allocated among all of Customer's Environments</td>
</tr>
<tr>
<td>Test</td>
<td>One per Production Environment per year¹</td>
</tr>
</tbody>
</table>

### 2.1 Services Options

<table>
<thead>
<tr>
<th>Services Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Processors</td>
</tr>
</tbody>
</table>

### Section 3: Enhanced Recovery Services - Maximum Availability

This section identifies the Entitlement for Enhanced Recovery Services — Maximum Availability, and its applicable Services Options. The services Entitlement and Services Options are described in the *Enhanced Recovery Services — Maximum Availability Schedule to the Computer and Administration Services Exhibit.* The Entitlement described in this Section 3 applies to the programs identified in Table 1 of the Exhibit for which Enhanced Recovery Services — Maximum Availability is purchased.

<table>
<thead>
<tr>
<th>Service</th>
<th>Amount of Service as Part of the Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processors</td>
<td>Four²,³</td>
</tr>
<tr>
<td>Storage⁴</td>
<td>300 Usable Gigabytes</td>
</tr>
<tr>
<td>VPN</td>
<td>One redundant VPN with access to both the Primary Site and Secondary Site</td>
</tr>
<tr>
<td>Tests</td>
<td>Two per year¹,⁵</td>
</tr>
</tbody>
</table>

### 3.1 Services Options

<table>
<thead>
<tr>
<th>Services Options</th>
</tr>
</thead>
<tbody>
<tr>
<td>Additional Processors²</td>
</tr>
</tbody>
</table>

---

¹ The test may not exceed 8 hours.
² One 2-way, dual-core server is equivalent to two processors.
³ The Entitlement is provided for (i) each program set identified in the Services Options and Supplemental Services Schedule to the Computer and Administration Services Exhibit, (ii) each Production Environment of the Oracle Programs, and (iii) each of the following:
- Advanced Supply Chain Planning programs running on a separate database server
- Each PeopleSoft Enterprise Pillar
- Each Siebel CRM Vertical
⁴ The Secondary Site disk storage configuration and allocation must match the storage of the Production Environment(s) on the Primary Site.
⁵ Scheduled following the process and responsibilities outlined in the Enhanced Recovery Services — Maximum Availability Schedule to the Computer and Administration Services Exhibit.
Enhanced Recovery Services -
Maximum Availability

Version 1.3, 12/15/2010

Schedule to the Computer and Administration Services Exhibit

This is the Enhanced Recovery Services - Maximum Availability Schedule ("Schedule") to the Computer and Administration Services Exhibit (the "Exhibit"). This Schedule describes the services provided by Oracle as part of the Enhanced Recovery Services - Maximum Availability.

The services described herein are provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

This Schedule addresses the following topics:

Section 1: Services Scope ........................................................................................................... 2
  1.1 Overview ......................................................................................................................... 2
  1.2 Services Availability ....................................................................................................... 2
  1.3 Scope ............................................................................................................................... 2
  1.4 Cooperation .................................................................................................................... 3

Section 2: Required Software .................................................................................................. 3

Section 3: Disaster Declaration ................................................................................................ 4

Section 4: Disaster Planning .................................................................................................... 4
  4.1 Disaster Recovery Plan ..................................................................................................... 4
  4.2 Disaster Recovery Project Management ......................................................................... 5

Section 5: Recovery Management ............................................................................................ 6
  5.1 Recovery Time Objective ............................................................................................... 6
  5.2 Recovery Point Objective .............................................................................................. 6

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Section 7: Testing and Validation .............................................................................................. 7

Section 8: Change Management ............................................................................................... 8

Section 9: Monitoring ................................................................................................................ 8
Section 1: Services Scope

1.1 Overview

This Schedule describes the Enhanced Recovery Services - Maximum Availability (the "services" or the "Maximum Availability Services") provided by Oracle to Customer. The services are provided to assist Customer with the recovery of the Oracle Programs for which Customer has purchased the services as described below. The Maximum Availability Services consist of services that Oracle will provide in the event of a Disaster from a secondary Data Center hosting facility (the "Secondary Site") that is separate from Oracle's primary Data Center (the "Primary Site"). Delivery of the services is contingent upon Customer meeting its obligations and responsibilities as described in this Schedule below.

1.2 Services Availability

Maximum Availability Services are available only for the programs for which Customer has purchased Maximum Availability Services as indicated in the Maximum Availability section of the Exhibit ("Oracle Programs"). The Oracle Programs may include the following: the Oracle E-Business Suite Programs (excluding Oracle Financial Analyzer or Oracle Sales Analyzer), the PeopleSoft Enterprise Programs, the Business Intelligence Technology and Applications Programs, the Oracle Hyperion Programs, the Beehive Programs, the User Productivity Kit Programs, the Oracle Database, and the Oracle Application Server listed in the Exhibit that are installed in Customer's Environment. The services are not available for any other programs, software and/or environments, and are not available for Oracle Programs hosted via the EMEA Data Center or APAC Data Center.

Maximum Availability Services are subject to the Enhanced Recovery Services Entitlement Schedule to the On Demand Services Exhibit.

The services do not apply to Customer's business continuity or Disaster Recovery outside the scope of the Production Environments for which the services have been purchased. Other than the Disaster Recovery Plan for the Production Environment of the Computer and Administration Services as described below, Customer is solely responsible for developing a business continuity plan to ensure continuity of Customer's operations during a Disaster.

1.3 Scope

As part of the services, Oracle will establish one Standby Environment at the Secondary Site for each of Customer's Production Environments containing the Oracle Programs at the Primary Site. The Standby Environment is made up of a combination of database and applications at the Secondary Site that includes functionality similar to Customer's Production Environment for disaster recovery purposes. The setup of the Standby Environment for the Oracle Database and Oracle Application Server will be limited to the database and application server; Customer is solely responsible for installing any Third Party Software on the Standby Environment.

In the event of a Disaster, Customer's Production Environment will be restored at the Secondary Site in accordance with this Schedule. While the Production Environment resides at the Secondary Site, services as defined in the Application Management Services Schedule to the On Demand Services Exhibit may be degraded or only partially available.

Oracle makes no commitment regarding the elapsed time between a Disaster and re-establishing the Production Environment at the Primary Site.

The Recovery Time Objective and Recovery Point Objective defined in Section 6 below do not apply:

- To Third Party Software
- If a Disaster Recovery test has not been successfully completed
Customer is solely responsible for the following:

- Installing any Third Party Software (other than the Required Software defined below) on the Standby Environment.
- Recovering any Third Party Software
- Developing a business continuity plan. Maximum Availability Services are designed to enable business transactions to be conducted in the event of a Disaster as a part of Customer's overall business continuity plan.
- Any consequences resulting from Customer's failure to submit to or schedule a Disaster Recovery test.
- Any consequences resulting from Customer's failure to execute a test during a scheduled Disaster Recovery test period.
- Obtaining and maintaining licenses, technical support, and Computer and Administration Services for the Oracle Programs for the duration of the services.

The services performed by Oracle under this Schedule do not include project planning, development, transition, migration, implementation, configuration services, or any customization or Upgrades of the Oracle Programs. Customer must obtain such services under separate agreement with Oracle or with its Implementer, and all such services must be performed in accordance with Oracle specifications. Oracle is not responsible for supporting or performing services under this Schedule for any customizations or CEMLIs in the Environment.

The services under this Schedule are separate from the Computer and Administration Services and any other services purchased by Customer under the Exhibit or under a separate agreement (including, but not limited to any Oracle Consulting services or Advanced Customer Services).

Oracle may use a combination of Tools and manual procedures to deliver the Maximum Availability Services.

1.4 Cooperation

Oracle's performance of the services is dependent on Customer's timely provision of assistance, cooperation, and complete and accurate information and data from its officers, agents and employees and the establishment of suitable network connections.

Customer is solely responsible for any deficiencies resulting from:

- Customer's failure to provide full cooperation
- Customer's failure to complete all assigned responsibilities as defined in the Exhibit and Statement of Work

If Oracle's cost of providing services is increased because of Customer's failure to meet the obligations listed in this Schedule or to provide reasonable cooperation, because of incorrect assumptions, or because of any other circumstance outside of Oracle's control, then Customer must pay Oracle additional fees for any additional work performed by Oracle due to such circumstances.

Section 2: Required Software

If the Environment uses the Windows operating system, the following software is required in order to synchronize the Environment servers ('Required Software'):

- Vice-Versa
  - Oracle will:
    - Install the Required Software on the Standby Environment and Production Environment.
    - Perform post-installation verification tests of the Required Software.
    - Triage any installation and architecture issues for the Required Software.
Customer will:

- Obtain and maintain, for the duration of the Computer and Administration Services, the necessary licenses and technical support for the Required Software.
- For the duration of the Computer and Administration Services, ensure that Oracle has the consent of the Third Party Software Vendor of the Required Software to use such software and related technical support in support of the On Demand Services.
- Assist with troubleshooting Required Software when needed.
- Prepare and provide to Oracle step-by-step instructions for Oracle to apply Changes to the Required Software on the Standby Environment and Production Environment, as needed.
- Be solely responsible for any Impact Changes to Required Software may have on the Required Software and on the On Demand Services (including the Maximum Availability Services).

Section 3: Disaster Declaration

In the event that an unplanned event causes a complete loss of access to and use of the Oracle Programs in the Production Environment(s) at the Primary Site for a period greater than 24 hours, as declared by Oracle (a "Disaster"), and subject to completion of a successful Disaster Recovery test, Oracle will execute the Disaster Recovery Plan, as described in Section 4.1 below, endeavor to recover production data and Oracle Programs at the Secondary Site, and use reasonable efforts to re-establish the Production Environment(s) at such Secondary Site.

An Unplanned Outage that impacts a group of End Users, but does not impact all End Users, is not considered a Disaster. Some examples of what might cause a Disaster include:

- Natural disasters, such as fire, flood, earthquake or other natural disaster
- Complete power outage
- Complete network outage
- Terrorist acts affecting Oracle's Data Center

Oracle reserves the right to declare a Disaster and activate the Disaster Recovery (DR) process. In the event of a Disaster, and following execution of the Disaster Recovery Plan as described in Section 4.1, all business operations on Customer's Environment will be transferred to and conducted at the Secondary Site.

Section 4: Disaster Planning

Oracle and Customer shall work together to create a Disaster Recovery Plan. The Disaster Recovery Plan shall include the identification of Customer's specific business continuity requirements for Customer's Production Environment(s) at the Secondary Site.

4.1 Disaster Recovery Plan

The Disaster Recovery Plan will consist of the following information:

- A plan for Secondary Site preparation
- A communication plan
- Required activities and the resources responsible for those activities
- The anticipated architecture/Infrastructure to be utilized
- A plan for transitioning back to the Primary Site

Customer shall not be entitled to any service fee credits as outlined in the Exhibit that result from any failure of Oracle to meet obligations under the Exhibit arising out of or relating to a Disaster, prior to the completion of the Disaster Recovery Plan.
Both Oracle and Customer must approve the Disaster Recovery Plan prior to executing a Disaster Recovery test.

Oracle will:

- Assist Customer to create the Disaster Recovery Plan for the Production Environment(s) covered by the services, by performing the following:
  - Review the Computer and Administration Services and identify critical technical dependencies for DR.
  - Participate in a meeting prior to the DR test ("Pre-test planning meeting") and discuss DR objectives with Customer, such as critical applications, Recovery Time Objective, phased recovery, service levels after recovery, testing, key contacts, roles and responsibilities, schedules, dependencies, and the communication process.
  - Review the Disaster Recovery Plan with Customer and Oracle contact(s).
  - Assist Customer with updating the Disaster Recovery Plan.
- Assist Customer to identify the sequence of activities required to recover Customer's Production Environment(s) in the event of a Disaster.
- Identify the DNS entries required during testing and in the event of a Disaster.
- Assign owners for the tasks required during testing and in the event of a Disaster.
- Approve the Disaster Recovery Plan.

Customer will:

- Create the Disaster Recovery Plan.
- Lead a Pre-test planning meeting with Oracle to review the activities, roles and responsibilities, schedules, dependencies, and the communication processes for the DR test.
- Document the Disaster Recovery Plan with details such as the declaration process, key contacts, recovery process, transition to the Secondary Site, and return to the Primary Site.
- Provide Oracle with a list of all necessary contacts to work with Oracle during quarterly reviews of the Disaster Recovery Plan.
- If required, purchase additional tests.
- If required, purchase additional capacity (storage) at the Secondary Site.
  - Any increase in capacity at the Secondary Site will be limited to the then current capabilities of the Custom Services and Computer and Administration Services.
- Approve the Disaster Recovery Plan.

4.2 Disaster Recovery Project Management

Oracle will:

- Assign a project manager to Customer for purposes of the services to assist with tasks identified in this section 4.
- Facilitate delivery of the services deliverables.
- Review Customer's Disaster Recovery Plan on a quarterly basis to confirm whether the Plan is up to date.
- Review Customer's Production Environment for capacity issues on a quarterly basis.
- Communicate with Customer regarding Disaster Recovery issues.
- Coordinate Oracle activities related to Disaster Recovery testing.
Customer will:

- Provide all necessary contacts to work with Oracle during regular reviews of the Disaster Recovery Plan.

Section 5: Recovery Management

The potential maximum time period of data loss is measured from the declaration of the Disaster ("Recovery Point Objective", or "RPO"), and the objective for the potential maximum period of time to restore production use of the Production Environment(s) as part of the Computer and Administration Services ("Recovery Time Objective", or "RTO"), is measured from the declaration of a Disaster.

Oracle shall endeavor to recover Production data and Oracle Programs at the Secondary Site in accordance with the Recovery Point Objective as defined below and use reasonable efforts to re-establish a Production Environment at the Secondary Site in accordance with the Recovery Time Objective identified below.

5.1 Recovery Time Objective

Oracle’s objective for the time to re-establish Computer and Administration Services from a Production Environment at the Secondary Site is four hours from the declaration of Disaster ("Recovery Time Objective").

5.2 Recovery Point Objective

Oracle’s objective for the potential maximum data loss period is one hour from the onset of the Disaster ("Recovery Point Objective").

Section 6: Access

During the period of time that production service is active on the Secondary Site, Customer will have limited access to the Secondary Site for production use of the Oracle Programs. During this period, Oracle will endeavor to provide a business impact assessment that includes a schedule for restoring full service at the Primary Site.

Oracle will:

- Provide hardware and software at the Secondary Site similar to the architecture of Customer’s Production Environment at the Primary Site.
- Reconfigure Customer’s Virtual Private Network (VPN) connection to the Primary Site to enable access to Customer’s Standby Environment at the Secondary Site.
  - Maximum Availability Services includes a redundant VPN with access to both the Primary and Secondary Sites in an effort to maintain connectivity to both sites.
- Provide Customer with network and systems architecture specifications to facilitate Customer’s remote access to its Standby Environment at the Secondary Site.
- Back up the Standby Environment.
- Activate the Standby Environment.
- Upon termination of Maximum Availability Services, Oracle will disable all access to the Secondary Site.

Customer will:

- Validate that the DNS, firewall, and network configurations required for connection to the Secondary Site have been implemented in accordance with Oracle specifications.
- Validate that Customer can access the Standby Environment.
- Purchase Storage Units as needed to maintain consistency in the amount of storage available for both the Production Environment at the Primary Site and the Standby Environment at the Secondary Site. Storage is not included with Maximum Availability Services.
- Purchase Additional Processors as needed to maintain consistency in the architecture for both the Production Environment at the Primary Site and the Standby Environment at the Secondary Site. Additional Processors are not included with Maximum Availability Services.
- Install and configure CEMLIs and Third Party Software on the Standby Environment.
- Validate that all components of Customer's Environments at the Primary Site and Secondary Site are accessible through the network connection.
- Confirm acceptance of the Secondary Site.
- Complete testing of the Maximum Availability Services in accordance with scripts and specifications provided by Oracle.

Section 7: Testing and Validation

Failover tests conducted by Customer and Oracle are intended to validate the following:

- Oracle Program and data synchronization between the Primary Site Production Environment and the Secondary Site Standby Environment.
- Switchover of Primary Site Production service to the Secondary Site Standby service and automatic routing of Customer access from the Primary Site Production Environment to the Secondary Site Standby Environment.
- Customer can connect to the Standby Environment using its VPN.
- Customer can execute business transactions in the Standby Environment at the Secondary Site.

Customer and Oracle will mutually agree whether a Disaster Recovery test was successful.

Oracle will:
- Provide Customer with a template for testing and executing failover to the Standby Environment.
- Work with Customer to customize the plan for failover to Customer's Standby Environment. The process will include information required by Customer to access the Standby Environment and the steps required to restore service at the Primary Site.
- Following provisioning, work jointly with Customer to test the Disaster Recovery process to verify the stability and functionality of the Oracle Programs and to resolve issues identified in the configuration and/or failover process.
- Work with Customer to conduct up to two failover tests per year. Oracle and Customer must mutually agree upon the timing of the tests.

Customer will:
- Validate the stability and functionality of Customer's Oracle Programs in the Standby Environment.
- Define the business transactions to be tested on the Standby Environment.
- Validate CEMLIs and Third Party Software.
- Work with Oracle to resolve issues identified in the configuration and/or failover process.
- Work with Oracle to conduct up to two failover tests per year. Oracle and Customer must mutually agree upon the timing of the tests.
- Validate that Customer can connect to the Standby Environment during the failover test.
- Confirm that Customer can execute business transactions in the Standby Environment during failover testing.
Section 8: Change Management

Oracle will:

- Utilize automated tools to replicate Changes made in the Production Environment to the Standby Environment.
  - Oracle uses reasonable efforts to replicate Changes made to the Production Environment to the Standby Environment within 60 minutes.
  - In the event that the Production Environment changes in a manner that is not replicated by the automated tools, Oracle shall apply such Changes to the Standby Environment during the earliest suitable timeframe following Customer’s acceptance testing of the Changes applied to the Primary Site.
- Manage the movement and location of all database files and objects within the Oracle database in the Standby Environment at the Secondary Site, including:
  - Data files
  - Online redo log files
  - Database control files
- In the event of a Disaster and subsequent failover to the Standby Environment, apply changes to the Standby Environment only as required for resolution of Severity 1 (outage) Incidents. Such changes will be conducted in conformance with the Change Management process described in the Application Management Services Schedule to the On Demand Services Exhibit.

Customer shall:

- In the event of a failover to the Secondary Site and following recovery of the Primary Site, work with Oracle to execute the steps required to return service to the Primary Site at a time mutually agreeable to Customer and Oracle.
- Perform acceptance testing of all patches or changes applied to the Primary Site Environment.

Section 9: Monitoring

Oracle will:

- Install and manage tools to monitor the availability and performance of the Standby Environment.
- Manage any Incidents arising from monitoring of the Standby Environment per the Incident Management section of the Applications Management Services Schedule to the On Demand Services Exhibit.
- Provide the following monitoring services for the Standby Environment at the Secondary Site:
  - Install Oracle Intelligent Agent to enable system monitoring.
  - Enable the Oracle Intelligent Agent process.
  - Define events and customize monitoring parameters.

Customer will:

- Be solely responsible for issues arising from Third Party Software and customizations (CEMLIs) to the Oracle Programs.
Governance Services

Version: 1.4
Effective Date: September 1, 2009

Schedule to the On Demand Services Exhibit

This is the Governance Services Schedule to the Computer and Administration Services Exhibit, Administration Services Exhibit, or Software as a Service Exhibit, as applicable (the "Exhibit"), by and between Oracle and Customer. This Schedule describes Governance Services provided by Oracle to Customer with respect to the On Demand Services. The services described herein are provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle’s discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

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Section 1: Services Scope

1.1 Overview

This Schedule describes the Governance Services (the "services") provided by Oracle with respect to the On Demand Services. Governance Services provide a formal management framework and structure that enables Oracle and Customer to manage their relationship, expectations, and dependencies with respect to the On Demand Services during the term of the Exhibit. Customer responsibilities and obligations required for delivery of the services are described below for each applicable service element. Delivery of the services is contingent upon Customer meeting its obligations and responsibilities as described below.

1.2 Service Availability

Governance Services are provided as part of the Computer and Administration Services, Administration Services, or Software as a Service for Oracle programs listed in the Exhibit (the "Oracle Programs"). The Oracle Programs may include Oracle E-Business Suite Programs, PeopleSoft Enterprise Programs, Hyperion Programs, Siebel CRM Programs, Business Intelligence Technology and Applications Programs, Beehive Programs, Oracle Hyperion Programs, Retail Programs and/or Oracle Technology Programs.

1.3 Scope

Governance Services consist of account management, service management, and project management. The success of the governance relationship is dependent upon the effective ongoing engagement of both Oracle and Customer. The Governance framework is supported by a documented set of standards and processes as described in this Schedule.

Oracle will manage the Customer relationship through a series of planning, execution, and review activities. These activities support service level management, availability management, and capacity management under the On Demand Services.

Oracle may use a combination of Tools or manual procedures to deliver the Governance Services.

Customer will receive Governance Services as part of the Computer and Administration Services, Administration Services, or Software as a Service. Oracle will determine the level of Governance Services that is required to support the Environment based on the complexity of the Customer's business requirements and/or the types of services purchased by Customer. Customer must obtain and maintain for the duration of the Services the level of Governance Services specified by Oracle.

Governance Services are subject to the Governance Services Entitlement Schedule to the On Demand Services Exhibit.

Governance Services are separate from any other services (including consulting services) purchased by Customer from Oracle under separate contract(s).

Customer is required to obtain, and maintain for the duration of the services under this Schedule, (i) licenses for the Oracle Programs and any Third Party Software, (ii) Oracle Product Support and Software Updates for the Oracle Programs, (iii) technical support services and updates for any Third Party Software, and (iv) Computer and Administration Services, Administration Services, and/or Software as a Service, as applicable. If Customer fails to so obtain or maintain any of the foregoing, the services under this Schedule will automatically terminate.

The services performed by Oracle under this Schedule do not include project planning, development, transition, migration, implementation, configuration services, or any customization or Upgrades of the Oracle Programs. Customer must obtain such services under separate agreement with Oracle or with its Implementer, and all such services must be performed in accordance with Oracle specifications.
Oracle is not responsible for supporting or performing services for any customizations in the Environment under this Schedule.

1.4 Cooperation

Oracle’s performance of Governance Services is dependent on Customer's timely provision of assistance, cooperation, and complete and accurate information and data from its officers, agents and employees and the establishment of suitable network connections.

Customer is solely responsible for any deficiencies resulting from:

- Customer's failure to provide full cooperation
- Customer's failure to complete all assigned responsibilities as defined in the Exhibit and Statement of Work

If Oracle's cost of providing services is increased because of Customer's failure to meet the obligations listed in this Schedule or to provide reasonable cooperation, because of incorrect assumptions, or because of any other circumstance outside of Oracle's control, then Customer must pay Oracle additional fees for any additional work performed by Oracle due to such circumstances.

Section 2: Account Management

2.1 Account Plan Management

Oracle will:

- Identify a Customer Management Lead who will serve as Customer's primary point of contact for Governance Services for the number of days and location indicated in the Exhibit or the Applicable Entitlement Schedule.
- Work with Customer's change control board to plan and schedule strategic business and technology events that affect delivery of the service.

Customer will:

- Create and charter a change control board that consists of personnel from its business and IT departments who are authorized to make decisions on behalf of their respective departments. The change control board will make decisions on behalf of Customer as needed with respect to the On Demand Services.
- Ensure that Customer’s change control board works and cooperates with Oracle to plan and schedule strategic business and technology events that affect delivery of the On Demand Services.
- Include Oracle in Customer's change control board meetings.

2.2 Account Reporting Management

Oracle will:

- Provide Account Reviews, per the Governance Services Entitlement Schedule to the On Demand Services Exhibit, detailing services delivered and identifying potential additional services that may facilitate the On Demand Services.

Customer will:

- Identify, and communicate to Oracle, any of Customer’s business requirements with respect to the On Demand Services.

2.3 Account Logistics Management

Oracle and Customer will work together to coordinate executive meetings between Oracle and Customer.
2.4 Contract Entitlement Management

Oracle will:

- Identify events and/or scenarios that may require that Customer purchase additional Oracle licenses, services and/or Infrastructure.
- Engage Oracle organizations regarding Customer’s requirements for additional Oracle licenses, services and Infrastructure.

Customer will:

- Purchase, as necessary, additional required services, Services Options, and/or Supplemental Services.

Section 3: Service Management

3.1 Service Plan Management

Oracle will:

- Work with Customer to plan and schedule tactical business and technology events, such as software patching, maintenance, or Minor Releases.
- Provide Service Plans to Customer per the Governance Services Entitlement Schedule to the On Demand Services Exhibit, detailing the schedule of tactical events.
- Communicate process information regarding Change Management, Release Management, and other delivery processes that affect Customer.
- Track and monitor execution of scheduled events.

Customer will:

- Provide Oracle with the dates for Customer’s key planned business and technology events. Appropriate advance notice is required to accommodate lead times in accordance with Oracle Release Management processes.
- Provide Oracle with detailed business requirements for all activities that will affect On Demand Services.
- Provide VPN connectivity through Customer’s Authorized Network Provider.
- Coordinate Customer’s internal Change Management and Release Management processes with Oracle processes.
- Provide Oracle with input and information relevant to Customer’s On Demand Services as requested by Oracle.

3.2 Availability Management

Oracle will:

- Coordinate tactical business and technology events with Customer for the purpose of minimizing the impact to the availability of Customer’s Production Environment.
- Provide an availability plan to Customer detailing Production Environment availability.
- Track and monitor Planned Outages and Unplanned Outages in an effort to meet availability targets identified in the availability plan.
- Provide the status of Root Cause Analysis for Severity Level 1 Unplanned Outages.
Customer will:

- Coordinate tactical business and technology events with Oracle to minimize the impact to the availability of Customer's Production Environment.
- Establish a suitable governance structure to support on-going projects and the operation of Customer's Production Environment.

3.3 Capacity Management

Oracle will:

- Work with Customer to identify additional software and/or Infrastructure that may be required based on changes to Customer's business requirements.
- Work with Customer to integrate required changes into the Production Environment.
- Provide capacity information when Customer requests changes to the Production Environment. Examples of the types of requested changes are adding users or storage capacity.

Customer will:

- Purchase, as needed, any additional required On Demand Services, Services Options, or Supplemental Services, to support changes to Customer's business requirements and changes to the Environment.
- Provide and maintain the Infrastructure requirements, including capacity and usage volumetric information, set forth in the Infrastructure Services Schedule to the On Demand Services Exhibit or the Infrastructure Services Schedule to the Administration Services Exhibit, as applicable.

3.4 Service Management

Oracle will:

- Monitor and measure the operational performance of the On Demand Services.
- Identify, prepare and facilitate completion of corrective action plans designed to address the operational performance of the On Demand Services.

Customer will:

- Purchase, as needed, any additional On Demand Services, Services Options, or Supplemental Services, that are required as part of the jointly agreed upon action plan.

3.5 Service Request Management

Oracle will:

- For Service Requests that Oracle and Customer have mutually agreed to monitor, monitor and assist Customer with progressing such Service Requests.
- Provide Service Request Reviews, per the Governance Services Entitlement Schedule to the On Demand Services Exhibit, detailing status and progress of Customer-initiated Service Requests.

Customer will:

- Submit all Service Requests that involve the On Demand Services to the On Demand Service Desk.
- Work with Oracle Support to resolve Oracle Product Issues.
- Provide a single point of contact for Incident resolution.
3.6 Service Escalation Management

Oracle will:
- Assist Customer with escalating an On Demand Service Request as needed.
- Track and monitor any formally escalated On Demand Service Requests through to resolution.
- Manage escalated Service Requests arising from or related to Oracle-initiated Infrastructure events.

Customer will:
- Provide Oracle with information and cooperation as requested by Oracle regarding escalated Service Requests.
- Respond to requests for information and cooperation in a timely manner as determined by the escalation’s urgency.

3.7 Service Reporting Management

Oracle will:
- Provide Customer with service reports, detailing the delivery of the On Demand Services.
- Coordinate Service Reviews, per the Governance Services Entitlement Schedule to the On Demand Services Exhibit to review the service reports with the Customer.

Customer will:
- Participate in service review meetings coordinated by Oracle.

3.8 Service Entitlement Management

Oracle will:
- Review Customer’s Entitlement with Customer and Identify potential out-of-scope On Demand services, infrastructure components and product support requirements.

Customer will:
- Purchase, as needed, any required additional licenses, On Demand Services, Services Options, or Supplemental Services that are out of scope of the Entitlement and/or Statement of Work.

3.9 Project Management for Oracle-Initiated Infrastructure Changes

Oracle will:
- Make reasonable efforts to schedule Oracle-initiated changes to Infrastructure, such as changes to hardware or network, to minimize impact on key business events identified by Customer.
- Prepare, manage and report status, as appropriate, on project plans for Infrastructure events initiated by Oracle.
- Perform Oracle-assigned activities and tasks for Infrastructure events initiated by Oracle.
Customer will:

- Provide a single point of contact for the communication of status of Oracle On Demand-initiated activities.
- Identify key business events that may affect the scheduling of Oracle-initiated Infrastructure events.
- Provide appropriate personnel and Infrastructure, as required by Oracle, to perform and complete the Customer obligations specified in this Schedule.
Infrastructure Services

Version: 1.3
Effective Date: September 21, 2010

Schedule to the On Demand Services Exhibit

This is the Infrastructure Services Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit or Software as a Service Exhibit, as applicable (the "Exhibit"). This Schedule describes Infrastructure services delivered via Oracle's Data Center for the Oracle Environments, including the Oracle Programs, Customer applications, and/or Third Party Software, as applicable, in such Environments.

The services described herein are part of the On Demand Services provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under this Schedule for the period for which Customer has paid for such services or for the twelve month period after the effective date of the Ordering Document (or the effective date of the renewal, if applicable), whichever is greater.

This Schedule addresses the following topics:

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Section 1: Services Scope

This Schedule describes the infrastructure services provided to Customer, for the Environments, including Oracle Programs, Customer applications, and/or Third Party Software, as applicable, in such Environments. Customer responsibilities necessary to ensure successful delivery of the services are described for each applicable service element.

The Infrastructure Services described in this Schedule apply to Production Environments, Production Support Environments, and Non-Production Environments.

Section 2: Infrastructure Services

2.1 Services Overview

Infrastructure services consist of the servers, operating systems, local area network equipment, firewalls, routers, load balancers and any related equipment or software provided by Oracle or its subcontractors, as defined in the Applicable Standards, to host and manage Customer's Environments.

Customer-owned infrastructure, whether within Oracle's Data Center or at Customer's site, is outside the scope of these services and is solely the responsibility of Customer to procure, manage and maintain.

Wide Area Network (WAN) connectivity between Customer and Oracle's Data Center is the responsibility of Customer. Customer is responsible for acquiring and maintaining services from a WAN/Telco provider to establish and manage this connectivity.

2.2 Design of Infrastructure

Design for Infrastructure located at Oracle's Data Center is based on Oracle standard components and architecture. Certain elements of the Infrastructure are modified for each individual On Demand customer, while other elements of the Infrastructure are standardized or shared among all customers.

If Customer requires the ability to access Oracle Programs over the public Internet, a DMZ Server must be added to the Infrastructure for each environment to which public Internet facing access is required. Furthermore, if Customer requires several additional Non-Production Environments, additional server(s) may be required.

The virtual private network (VPN) network connectivity should utilize Oracle pre-approved components and configurations. Proposed Customer-provided VPN solutions must be reviewed and approved by Oracle prior to deployment.

- Scope of Services Overview
  - Definition of requirements.
  - Establishment of baseline architecture to align Customer Infrastructure requirements to Oracle standards and requirements.
  - Preparation of the Provisioning Release Plan.

- Oracle will
  - Assist Customer in preparing the Infrastructure Requirements Document (OSA-10) using an Oracle-provided template to document key Customer-specific components and usage information.
  - Utilize Customer requirements to design the architecture and prepare the Architecture Design Document (the OSA-90).
  - Prepare a Provisioning Release Plan and review the Plan with Customer.
  - Provide Customer with network capacity recommendations for connectivity between Oracle's Data Center and Customer's premises.
  - Identify whether DMZ Servers or any other types of servers will be required.
• Customer will
  • Collect and document all Customer infrastructure requirements and complete the Infrastructure Requirements Document.
  • Cooperate with Oracle to prepare the Provisioning Release Plan.
  • Pay for DMZ Servers and/or additional servers as required.

2.3 Acquisition and Provision of Infrastructure

The Architecture Design Document and the Provisioning Release Plan will be used as the basis to install and configure the hardware, network, storage and software required for Customer’s Environments.

• Scope of Services Overview
  • Acquisition of required hardware and software.
  • Physical installation and configuration of hardware.
  • Installation of Oracle’s Certified Configuration.

• Oracle will
  • Procure, install, and configure the required hardware in accordance with the Provisioning Release Plan.
  • Install Oracle’s Certified Configuration onto each provisioned server.
  • Provide a VPN device to be installed within Customer’s internal network; or, allow installation of the Oracle-approved Customer-Provided Network Equipment in accordance with the network architecture solution approved by Oracle.
  • Provide Internal IP address management, router table management; switch administration and firewall administration within Oracle’s Data Center.
  • Enable “public” Internet access for the Oracle Programs if required under the Exhibit and Provisioning Release Plan.
  • Install required NLS languages and licensed localizations.
  • If applicable (as identified in the Application Management Services Schedule for the Oracle Programs identified in the Exhibit), install Oracle-Approved Third Party Software.
  • For each environment requiring “public” Internet access for the Oracle Programs, install a DMZ Server per the Infrastructure Requirements Document.

• Customer will
  • Ensure that Customer’s implementation/deployment plans are aligned with the Provisioning Release Plan.
  • Obtain Oracle review and approval of any proposed changes to the architecture or to the Provisioning Release Plan.
  • Ensure that all software to be deployed on the Infrastructure is properly licensed, and that Customer uses only licensed components of any installed software.
  • Configure and manage print servers.
  • Comply with security and access standards for On Demand.

2.4 Capacity Management

Capacity management is the process of planning, analyzing, sizing, and optimizing capacity to enable the Production Environment to handle data processing demand in accordance with the contracted On Demand Services ("Capacity Management").

Capacity Management is provided for both reactive and proactive capacity assessments. Reactive capacity assessments are conducted in response to an Incident in which capacity issues may have been a contributing cause. Proactive capacity assessments are conducted as part of the Periodic Maintenance Plan for the Production Environment as a preventive measure and involve reviewing capacity-related data to identify trends and potential capacity limitations prior to occurrence of a capacity-related Incident.
• Scope of Services Overview
  • Capacity Management applies to the Production Environment only.
  • Reactive and Proactive Capacity Assessments leverage performance and utilization data from the Production Environment, along with the current Architecture Document to determine if utilization is at or is trending toward a capacity limit. If a capacity limit is identified from the capacity assessment, Oracle may recommend an increase to capacity.
  • Oracle recommendations involving only configuration changes, but not architecture changes, are submitted to Customer for review and approval.
  • If Oracle recommends architecture changes, Oracle will create an updated Architecture Document with the revised architecture recommendations. Once Customer approves the architecture changes, Oracle will create a Provisioning Release Plan to review with Customer.
  • Implementation of changes will follow the standard Change Management and/or Release Management processes, as appropriate.

• Oracle will
  • Collect performance and capacity metrics from the Production Environment.
  • Conduct analysis of capacity related metrics in reaction to monitoring alerts or Incidents that may indicate possible capacity issues.
  • Conduct capacity management as part of the Periodic Maintenance Plan.
  • Periodically review storage requirements and alert Customer as capacity limits are approached.
  • Make recommendations for appropriate configuration and/or architecture changes to address identified capacity issues.
  • Implement changes to address capacity issues following review with Customer in accordance with standard Release Management process.

• Customer will
  • Communicate to Oracle, via the incident management process, performance-related Incidents with appropriate details regarding related business activity.
  • Modify workload to best utilize existing capacity if capacity issues are related to workload management (e.g., batch job scheduling, report execution, etc.).
  • Establish workload management practices to distribute the batch workload across the daily, weekly, and monthly production schedules, including scheduling of batch jobs, execution of reports, and all other business activity that impacts system performance.
  • Ensure batch workload is distributed across all available and appropriate system resources.
  • Allow Oracle to install patches or make configuration changes to resolve capacity issues under standard Change Management and Release Management processes.
  • Modify through effective coding practices any CEMLIs identified as having significant performance impact on the system.

2.5 Configuration Management
• Scope of Services Overview
  Configuration Management is the process of identifying, recording, and reporting of Infrastructure components (hardware, software, and associated documentation), including their versions, constituent components, and relationships.

• Oracle will
  • Maintain an Architecture Document to represent the current configuration of Customer's Environments.
  • Account for all the IT assets and configurations within Customer's Environments.
• Conduct audits as necessary to validate the physical existence of configuration components and accuracy of configuration management data.

• Maintain accurate information on the configurations and their documentation to support all other service management processes.

• **Customer will**
  
  • Communicate to Oracle in advance any changes to Customer’s Infrastructure that could affect connectivity or access to Customer’s Environments.
  
  • Maintain configuration records of changes to Third Party Software.
  
  • Assume responsibility for configuring, managing and tracking all equipment and software at Customer’s locations.

2.6 **Availability Management**

Availability Management is the measurement and management of Infrastructure services, including service failures and the time taken to resume service, in an effort to consistently meet availability in accordance with the contracted On Demand Services.

• **Oracle will**
  
  • Utilize monitoring tools to identify actual or potential Incidents affecting availability and take action to prevent or minimize such impact.
  
  • Review Problem Management analysis and make recommendations to Customer to enhance service quality and reduce recurrence of Incidents affecting availability.

• **Customer will**
  
  • Maintain availability for software products not provided by Oracle.
  
  • Manage ISP/Network connectivity between Customer and Oracle’s Data Center.
  
  • Manage desktop and End User availability.

2.7 **Service Continuity Management**

Service Continuity Management is Oracle’s continued provision of the Computer and Administration Services for the Production Environment following a Disaster.

Customer acknowledges that:

• Following Oracle’s declaration of a Disaster, Oracle will work to restore Customer’s ability to access and use the Production Environment. Restoration times will vary depending on the severity of the Disaster. Customer will not be able to access, use, or process data within the affected Production Environment during the period within which Service Continuity Management operations are being conducted.

• Customer may experience the loss of up to seven days of data and files depending on when the Disaster occurs. If Customer creates transactions on its own recovered system, Oracle will not be able to incorporate those transactions into the Environments at Oracle’s Data Center.

• Customer may install the data and files from the applicable backup tape delivered by Oracle onto a system provided by Customer either at its facility or at a third party facility that it designates. Customer acknowledges that it is responsible for providing all necessary software and hardware required to restore your database, code tree and archive logs contained in the delivered backup tape. Customer acknowledges that it is responsible for validating the integrity of any backup tape delivered under this section.

• Backup tapes sent directly to Customer are the sole responsibility of Customer and are not retained by Oracle. Customer may install the backup tape onto a system provided by Customer. Customer acknowledges that it is responsible for validating the integrity of any tapes delivered to Customer.
Oracle will

- Conduct regular system backups of the Environments following the frequency and retention outlined in the Entitlement, Services Options, and Supplemental Services Schedule to the On Demand Exhibit and in accordance with Customer's purchase of additional backups, if any. Backups are written to disk and tape, are retained and stored at a secure offsite facility, and may be used for recovery following a Disaster.

- In the event of a Disaster, Oracle will, within seven days from the time when Oracle declares the Disaster, deliver to Customer's address and contact person specified in the applicable Ordering Document (or to an alternative location and/or individual that Customer designates in writing) a backup tape containing the database, code tree and archive logs that resided on the Production Environment at the time that Oracle created such backup tape. As part of Service Continuity Management operations, Oracle will attempt to recover the Production Environment at Oracle's Data Center.

- Use reasonable efforts to facilitate the restoration of access to and use of Customer's Production Environment (including the recovery of production data) located at Oracle's Data Center following declaration of the Disaster.

  - If Oracle is unable to determine that deployment at a Customer-retained secondary site is required for restoration and use of the Production Environment, use reasonable efforts to provide Customer with information that Customer reasonably requires to select a secondary site.

- Provide data export

  - Extract the data from Customer's Production database ("data export"), copy it onto tape, and ship it to the Customer address and contact person specified in the applicable Ordering Document. This tape will only contain data from Customer's Production database, and will not include Oracle RDBMS code, Oracle applications code, environmental configuration files, or environmental setting information.

  - For data export Entitlement, please refer to the Entitlement, Services Options, and Supplemental Services Schedule to the On Demand Exhibit.

- Customer will

  - Not purge any production data from Customer's Environments.

  - If necessary, install the data and files from the backup tape delivered by Oracle onto a system provided by Customer either at its facility or at a third party facility that it designates.

  - Provide all necessary software and hardware required to restore the database, code tree and archive logs contained in any delivered backup tape.

  - Validate the integrity of any backup tape delivered under this section.

2.8 Infrastructure Release Management

Oracle has standard Maintenance Windows for purposes of applying Infrastructure Releases that affect multiple On Demand customers. These Maintenance Windows differ from the time frame set between Oracle and Customer for Customer-specific Release Management activities as documented in the Applications Management Services for Production Environments Schedule to the On Demand Services Exhibit.

Oracle will notify Customer when it intends to use the standard Maintenance Window in lieu of another time frame scheduled for Customer-specific Release Management activities.

- Oracle will

  - Make changes as needed to the Infrastructure components that support multiple Computer and Administration Services Environments. Components may include but are not limited to servers, network devices, and storage. Changes may include but are not limited to hardware replacement, operating system patches and upgrades, and configuration changes.

  - Perform maintenance on infrastructure shared by multiple On Demand customers during the Maintenance Window.

  - The Maintenance Window varies based on the location of Oracle's Data Center. The Window for each Data Center is identified in the following table:
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<tr>
<td>APAC</td>
<td>9:00 pm Saturday to 12 am Sunday Australia Eastern Time</td>
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- Send Customer email notifications, including an overview of the Release, within 72 hours in advance of the Maintenance Window.

- Use commercially reasonable efforts to coordinate the timing of Release-related maintenance activities with Customer.

- Customer will
  - Approve changes to infrastructure components requested by Oracle that will be implemented outside the standard Maintenance Window and will affect functionality.
  - Coordinate Maintenance Windows with Oracle.

2.9 Monitoring

Oracle monitors services by utilizing a variety of tools at various layers in the technology stack of the Environment ("Monitoring Services"). The Oracle monitoring tools are designed to collect, compile, and provide information about the capacity, performance, availability, and configuration of the Oracle Programs running in the Environment, and about the configurations and the operational state of hardware, operating systems, and On Demand services system support.

As part of Monitoring Services, Oracle will use the information collected by the Oracle tools to monitor use, performance and availability of the Oracle Programs and Computer and Administration Services, to help resolve Customer SRs, to monitor license and Computer and Administration Services compliance, and to assist in managing Oracle's product and service portfolio.

The Oracle tools will not collect, report or store any production data residing in Customer's Production Environment, except as necessary to troubleshoot Service Requests or other problems in such Environment.

- Oracle will
  - Install an Oracle tool set on servers within Customer's Infrastructure that enables monitoring and management capabilities outlined above.
  - Identify event threshold violations for proactive response.
  - Facilitate configuration of monitoring events.
  - Provide performance management historical data, such as operating system performance graphs, upon request and where such data is available.
  - Report Outages or Service Interruptions when identified.

- Customer will
  - Provide network performance monitoring, including WAN/LAN link utilization, latency and loss, and key LAN switch port performance monitoring.
  - Report to Oracle Outages and Service Interruptions when identified.
  - Monitor the network on the Customer side and the WAN link from Customer to Oracle.
  - Perform monitoring of Customer's equipment.
# On Demand Security Practices

**Version: 1.4**  
**Effective Date: July 28, 2010**

Schedule to the Computer and Administration Services Exhibit

This is the On Demand Security Practices Schedule to the Computer and Administration Services Exhibit (the "Exhibit") between Oracle and Customer. This Schedule describes the On Demand Security practices that Oracle adheres to in providing Computer and Administration Services. The deployment model in this Schedule is referred to as "Oracle" as the services will be delivered by Oracle on Infrastructure provided by and managed by Oracle.

Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule. This Schedule is subject to change at Oracle’s discretion; however, Oracle will not materially reduce the level of protection specified in this Schedule for the period for which Customer has paid for services under an Exhibit or for twelve months, whichever is greater.

This Schedule addresses the following topics:

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Section 1: Practices Scope

1.1 Overview

This Schedule describes the security practices adhered to by Oracle for the development, implementation and management of Customer's @Oracle Environment.

Oracle recognizes the critical importance of information protection. The On Demand Services are designed to protect the confidentiality, integrity, and availability of Customer's data hosted in the @Oracle Environment ("Customer data"), and Oracle continually works to strengthen and improve the security controls and practices for Oracle On Demand Services.

1.2 Customer's Environment

The practices described in this Schedule apply to the Production Environment, Production Support Environment(s), and Non-Production Environment(s), as applicable, that are managed by Oracle at Oracle's Data Center.

Section 2: Oracle Information Security Policy

Oracle security policies cover the management of security for both Oracle's internal operations as well as the services Oracle provides to its customers. The policies apply to all Oracle employees. In some cases, On Demand-specific standards and policies may exceed requirements mandated by the Oracle security policies, thus enforcing further controls within On Demand operations and systems. These policies, which are aligned with the ISO/IEC 27002:2005 (formerly known as ISO/IEC 17799:2005) and ISO/IEC 27001:2005 standards, govern all areas of security applicable to On Demand. The policies are confidential information and are not available for review by Customer or third parties. However, brief summaries of certain Oracle security policies relevant to the provision of On Demand Services are provided below.

Further information about the areas summarized in this section is provided later in this Schedule.

2.1 Organizational Security

The Oracle Security Organization Policy describes and clarifies the roles and responsibilities of various teams and individuals involved in information security at Oracle, including the executive-level Oversight Committee, Corporate Information, Product, and Physical Security organizations, IT and IT Security organizations, all lines of business (LoBs) and individual Information Security Managers (ISMs) who are assigned by each LoB to represent the security leadership of each organization.

2.2 Organizational Security Infrastructure

The Oracle Information Security Policy describes the principles for development, executive approval, implementation, and maintenance of all information security policies and practices at Oracle. This overarching information security policy also describes governing principles such as 'need to know', least privilege, and segregation of duties. All employees, contractors and temporary employees are subject to the Oracle Information Security Policy.

2.3 Asset Classification and Control

The Oracle Information Protection Policy provides guidelines for all Oracle personnel regarding information classification schemes and minimum handling requirements associated with those classifications in an effort to ensure protection of Oracle and Customer information assets.

The Oracle Desktop Security Policy requires the implementation of anti-virus and personal firewall software, and strongly recommends the use of Software Update Service (SUS) for Windows, and Oracle's desktop asset management software on Oracle desktop and laptop computers.

The Oracle Acceptable Use Policy sets requirements for use of the Oracle corporate network, computer systems, telephony systems, messaging technologies, Internet access, and other company resources.
2.4 Human Resource Security

The *Oracle Code of Ethics and Business Conduct* sets forth Oracle's high standards for moral ethics and business conduct at every level of the organization, and at every location where Oracle does business throughout the world. The standard applies to Oracle employees, independent contractors, and temporary employees; it covers the areas of legal and regulatory compliance and business conduct and relationships. Compliance-tracked training in ethics and business conduct and sensitive information handling is required once every two years. The *Oracle Code of Ethics and Business Conduct* is available at the following URL:


2.5 Physical and Environmental Security

The *Oracle Data Center Security Policy* provides access control requirements for Oracle's employees and visitors, including access requests, physical screening, on-site behavior, and prohibited items. Some of the prohibited items include cameras, recording devices (of any type), any wireless communications devices and certain other items, materials, and substances. Various search and detection measures and methodologies are employed to maintain compliance. Comprehensive video monitoring is also in place throughout the facility, in both interior and exterior areas.

2.6 Communications and Operations Management

The *Oracle Server Security Policy* sets forth the physical and logical security requirements for all Internet-facing and production servers.

The *Oracle Logging and Log Analysis Policy* states Oracle's corporate-level mandates for log retention, review, and analysis. Areas covered include minimum log requirements, responsibilities for the configuration and implementation of logging, alert review, Problem management, retention, security and protection of logs, as well as compliance review.

The *Oracle On Demand SSL Policy* requires SSL enablement for all web-based applications in Customer's On Demand Environment.

The *Oracle Network Scanning Policy* prohibits network scanning and vulnerability testing of Oracle networks and systems. Scans and vulnerability testing are to be performed only by authorized personnel, and only following written request and approval from Oracle Global Information Security (GIS). No other Oracle employees, Customers, or third-party companies, are authorized to approve the use of, or to use network scanners and vulnerability testing tools or systems against any of the Oracle or Oracle On Demand networks or systems.

2.7 Access Control

The *Oracle Logical Access Controls Policy* describes logical access control requirements for all Oracle systems, including authentication, authorization, access approval, provisioning, and revocation for employees and any other Oracle-defined 'user' with access to Oracle systems which are not Internet facing publicly accessible systems.

The *Oracle Password Policy* requires effective protection of information assets by Oracle employee use of strong password controls where passwords are being used as a method of authentication.

2.8 Systems Development and Maintenance

The *Oracle Critical Patch Update and Security Alert Implementation Policy* requires implementation of Critical Patch Updates (CPU) and security alert patches as well as associated recommendations within a reasonable time of the patch or update Release. If Customer refuses to authorize or schedule the implementation of a security requirement within an Oracle-specified timeframe, Customer is solely responsible for the results of such refusal, including but not limited to any (a) impacts to overall response time and system performance, (b) impacts to fault detection and application debugging, (c) loss of functionality of the Oracle Programs or the On Demand Service, (d) loss or corruption of data, and (e) any subsequent security breaches.

The *Oracle Secure Media Erasure Policy* establishes guidelines for secure erasure of information from all types of electronic media, where current usage of the media is finished and a decision has
to be made regarding recycling or destruction. The policy is intended to protect Oracle resources and information from security threats associated with the retrieval and recovery of information on electronic media.

2.9 Compliance

The Services Privacy Policy describes Oracle's treatment of data that resides on Oracle, customer or third-party systems (including personally identifiable information or "PII") to which Oracle may be provided access in connection with the provision of On Demand services. This policy is available at:

The Oracle Incident Response Policy requires reporting of and response to information security incidents in a timely and efficient manner. Oracle also maintains a detailed Information Security Incident Response Plan to provide specific guidance for personnel involved in or supporting Incident response.

The Oracle Security Breach Disclosure Policy provides requirements for Oracle employees to notify identified contacts internally in the event of suspected unauthorized access to PII.

Oracle's security policies apply to all Oracle employees (subcontractors, temporary employees and other Oracle personnel) including On Demand support engineers who handle Customer data.

2.10 Enforcement

Oracle's Global Information Security (GIS) organization conducts security reviews, assessments, and audits periodically to confirm compliance with the Oracle Information Security Policies, procedures, and practices.

Where non-compliance is found, GIS works with the relevant Lines of Business (including Oracle On Demand) to resolve those issues in as timely a manner as possible. GIS reserves the right to intervene as deemed necessary or to isolate Environments in non-compliance that put infrastructure or other environments at serious risk.

Oracle employees who fail to comply with the Oracle Information Security Policies, procedures, and practices may be subject to disciplinary action, up to and including termination.

2.11 Customer Security Related Obligations

In addition to those obligations specified herein and the Ordering Document, Exhibit, and Statement of Work, Customer must adhere on a consistent, timely basis to the following security requirements related to the On Demand Services:

- Implementation of Critical Patch Updates and other critical security alerts provided by Oracle
- Resetting administrative database and application account passwords
- Only using database links that have end-points within Oracle On Demand management

If new security issues related to the services arise, Customer may be required to adhere to security requirements in addition to those specified herein. Customer agrees to take necessary steps and to provide reasonable cooperation to address any security risks to the On Demand Environment and Infrastructure that are identified by Oracle and within Customer's control.

Customer is solely responsible for the results of its non-compliance with On Demand security requirements, including but not limited to any (a) impacts to overall response time and system performance, (b) impacts to fault detection and application debugging, (c) loss of functionality for Oracle Programs or On Demand Services, (d) loss or corruption of Customer data, and (e) any subsequent security breaches.

2.12 Exceptions from Security Requirements

In the event that Customer does not comply with an On Demand security requirement, Customer may be required to sign a Risk Acceptance Memo that details the security requirement and under
which Customer acknowledges the related risk to Customer, Oracle, and Oracle's customers (as applicable).

2.13 Customer's Security Responsibilities
- Customer will:
  - Implement their own comprehensive system of policies, standards and procedures, according to Customer's risk-based assessments and business requirements.
  - Enable SSL for all Web-based applications in Customer's On Demand Environment.
  - Not perform network scans, vulnerability scans or penetration tests. Customer may request that Oracle's Global Information Security (GIS) group perform such tests on its behalf. If Customer has a regulatory requirement for such tests, Customer must submit a written request to GIS that will be reviewed on a case-by-case basis due to the risk associated with such activities.

Section 3: Organizational Security
The Chief Corporate Architect, who reports directly to the CEO, manages the functional departments directly responsible for identifying and implementing security controls at Oracle. The Global Information Security, Global Product Security, Global Physical Security, and Oracle Security Architecture departments comprise Oracle Corporate Security, which provides independent security policy, guidance and compliance oversight to Oracle worldwide, as illustrated in the following figure.

The Oracle Security Oversight Committee (OSOC) oversees the implementation of Oracle-wide security programs, including security policies and data privacy standards.

3.1 Global Information Security
Global Information Security (GIS) is responsible for security oversight, compliance, and enforcement, conducting information security assessments, leading the development of information security policy and strategy, as well as training and awareness at the corporate level. GIS serves as the primary contact for security incident response, providing overall direction for incident prevention, identification, investigation, and resolution.
3.2 Global Information Technology Risk Management

Global Information Technology (GIT) Risk Management is responsible for IT security strategy, architectural design of security solutions, engineering, risk management, security infrastructure operations and support, standards and compliance, threat intelligence and remediation, and security technical assessment for new infrastructure.

On Demand Security Services

On Demand Security Services is a part of GIT Risk Management that focuses solely on the On Demand Services in terms of security strategy, standards, IT governance, compliance, audit, and documentation.

3.3 The On Demand Security Review Board

The On Demand Security Review Board is a cross-organizational team with representation from both the LoBs and Corporate security teams that establishes the priority of security initiatives for On Demand. This board tracks status and escalates On Demand security issues and collaborates with Global Product Security and On Demand Operations to communicate Oracle security policies and practices to Customers, Oracle employees, and Oracle management.

3.4 Confidentiality Agreements

All Oracle employees and contractors that may have access to Customer data are subject to a written confidentiality agreement. Prior to performing services for Oracle and prior to accessing any Oracle system or resource, service providers are required to sign a Services Provider Agreement, a Network Access Agreement, and a work order defining the services to be provided.

Oracle is obligated to protect the confidentiality of Customer data in accordance with the terms of the Ordering Document, Exhibit, and Statement of Work.

3.5 Independent Review of Information Security

Global Information Security, in conjunction with Oracle Internal Audit, oversees compliance of the security controls, processes, and procedures for Oracle On Demand Services. For information on external audits against Oracle On Demand controls, please see the Legal Compliance section of this document.

Section 4: Asset Classification and Control

4.1 Responsibility, Inventory, and Ownership of Assets

All information assets have an owner who is responsible for the protection and inventory of assets based on the sensitivity and value of information. If ownership has not been assigned, it will default to the administrators of the application or system. This includes maintenance of operations guides and other documentation describing the Environments.

4.2 Information Classification Guidelines

As noted above, information assets are classified in accordance with the Oracle Information Protection Policy.

This Oracle policy identifies Customer data as among Oracle's top two categories of confidential information, which have associated limits on access, distribution and handling. Oracle will keep the information confidential in accordance with the terms of Customer's Ordering Document, Exhibit, and Statement of Work. Customer is solely responsible for determining the appropriate classification levels for the control of Customer's data.

4.3 Information Labeling and Handling

Computer and Administration Services consist of application management and support services as well as storage of Customer data. Oracle accesses Customer data only for the purpose of providing the services or as required by law, in accordance with the terms of Customer's Ordering Document, Exhibit, and Statement of Work, or as otherwise required by law. Oracle does not end will not:

- Change Customer data, other than with Customer's approval and as required for the performance of the services.
• Have any role in determining or maintaining the accuracy of Customer data.
• Control how the Customer data is hosted, stored, or destroyed by Customer at a non-Oracle facility.
• Control Customer's access to Customer data, except to the extent that access is restricted via physical and logical access controls as part of the services.
• Monitor Customer's use of or access to Customer data except as necessary to provide the services.
• Disclose Customer data except in accordance with Customer's Ordering Document, Exhibit, and Statement of Work, subsequent written instructions by Customer, or as required by law.

4.4 Information Disposal

Upon termination of services, or at Customer's request, and following return of a copy of the Customer data, Oracle erases any Customer data on any type of information storage systems located at an Oracle facility from which On Demand is provided in accordance with the Oracle Secure Media Erasure Policy (unless there is a legal obligation imposed on Oracle preventing the deletion of all or part of the data). Customer data is erased in a manner designed to destroy boot partitions, file pointers, and user data that resides on the media to prevent the data from being reconstructed and read through ordinary means.

Any information held in paper form is returned to Customer or destroyed in accordance with the Oracle Information Protection Policy.

4.5 Customer's Asset Control Responsibilities

• Customer will:
  • Determine the appropriate classification for Customer data.
  • Determine the appropriate levels of control for Customer data.
  • Provide any appropriate notices and/or obtain any required consents relating to its collection and use of Customer data, including any such consents necessary for Oracle to provide the On Demand Services.

Section 5: Human Resources Security

Oracle places a strong emphasis on personnel security. Measures taken to minimize risks associated with human error, theft, fraud, and misuse of facilities include personnel screening, confidentiality agreements, security awareness education and training, and enforcement of disciplinary actions.

5.1 Employee Screening

Oracle uses an external screening agency to perform pre-employment background investigations for newly hired U.S. personnel. Personnel screening in other countries varies according to local laws and employment regulations. Contracted physical security personnel are required to pass a criminal and Department of Motor Vehicle background check as well as a drug screen prior to employment.

5.2 Confidentiality

Oracle employees are required to maintain the confidentiality of Customer data. Employees are required to sign a confidentiality agreement and comply with company policies concerning protection of confidential information (Oracle Code of Conduct, Acceptable Use, and Information Protection Policies) as part of their initial terms of employment. Oracle obtains a written confidentiality agreement from each subcontractor before that subcontractor provides services.

5.3 Security Awareness Education and Training

• Oracle promotes security awareness and educates employees through quarterly newsletters, ad hoc security awareness campaigns, and security-related corporate seminars.
5.4 Enforcement

Security reviews, assessments, and audits are conducted periodically to confirm compliance with the Oracle Information Security Policies, procedures, and practices. Employees who fail to comply with the Oracle Information Security Policies, procedures and guidelines may be subject to disciplinary action, up to and including termination.

5.5 Transfers

Whenever an employee is transferred within Oracle, approval is needed from the previous manager with an effective date. Once the transfer is processed through the Oracle Human Resources Management System (HRMS), automated notifications are issued based on the effective date. The recipient list for the notifications is comprised of the individuals and automated systems involved in the process. After receiving the notifications, the transferred employee’s previous and new managers will review all accounts to which the employee still has access and will determine which accounts should be enabled/disabled based on the employee’s new role. All accounts no longer required will be disabled.

5.6 Terminations

A formal process exists for employment terminations. All terminations are processed automatically through the Oracle Human Resources Management System (HRMS). The employee’s manager is responsible for submitting voluntary termination forms through Oracle’s Human Resources Service application. Human Resources process involuntary terminations. After a termination is processed, automated notifications are issued for terminations (regardless of type) based on the effective date of the termination. The recipient list for the notifications includes all necessary parties. Access to systems is terminated at this time.

5.7 Customer’s Human Resources Security Responsibilities

- Customer will:
  - Maintain personnel security for Customer’s employees and contractors.
  - Notify Oracle if there are specific security requirements regarding Oracle personnel that may access Customer’s Environment.
  - Promptly notify Oracle security of any employee-related security issues or concerns that could impact the security of On Demand Environments.

Section 6: Physical and Environmental Security

6.1 Physical Controls at Oracle’s Data Center

To control physical access to Oracle’s Austin Data Center (ADC), Oracle uses an integrated security management system with electronic photo ID badgeging, cardholder access control, biometrics, recorded digital video surveillance, and alarm monitoring. The single entrance to the ADC is manned 24 hours a day, 365 days a year by armed security guards who perform visual identity recognition and visitor escort management. Intrusion detection alarm systems, vehicle barrier fencing, a vehicle verification gate with bollard system, and a 24x7 armed security protection unit secure the building perimeter.

The security management system includes:

- Multiple types of biometrics
- CCTV system with alarm camera call up (interior and exterior)
- Digital Video Recording systems
- Access (in/out) card readers
6.2 Physical Entry Controls and Access Procedures

All entrants to the ADC must identify themselves and show proof of identity at the front gate. Valid proof of identity is a photo ID issued by Oracle or the Government. Only Oracle employees, vendors, and contractors on the approved sponsor list or visitors with prior approval are allowed through the gate boildors. All visitors must be approved 24 hours in advance by ADC senior management. The duration of the visit is required to be provided in the visit request.

After being validated through the main entrance, visitors may access the lobby area. All entrants to the ADC must pass through a metal detector. Banned items include, weapons, recording devices, and alcohol. The lobby area of the ADC is manned. All visitors are documented on a sign-in sheet. Visitors are then provided with temporary badges to access the facility. The temporary badge allows access into the mantrap, but will not allow the visitor to pass through. Security staff must release the mantrap for visitors to pass, after which escort is required. Only ADC badges will allow access into the mantrap, therefore Oracle visitors from other locations must exchange their badge for a temporary ADC badge.

When a visitor leaves the premises, they must return their visitors badge to have their ID returned. All badges are inventoried on a nightly basis. Any badge identified as missing will be immediately deactivated.

ADC access lists are reviewed monthly. Upon an employee’s termination or transfer from the ADC, the employee’s access privileges are immediately revoked.

6.3 Public Access, Loading and Deliver

The ADC loading dock is restricted to a limited number of personnel. Requests for access are validated against the employees' position description to validate the zones to which they are given access. CCTV monitors the loading dock. Oracle Security personnel must be present anytime the loading dock doors are opened to the operations area. Equipment is not accepted without prior approval of ADC senior management.

6.4 Environmental Controls

The ADC is equipped with fully redundant power, environmental, and data network systems with approximately 82,000 square feet of raised floor area accommodating 2,200 rack locations.

- Electrical System
  
  The ADC is certified by the EPA as a Green Power Partner, with 25 percent of the energy used coming from renewable sources such as wind, landfill and solar. It has:

  - Two active utility feeds to dual utility switchgear with failover capability
  - Five pairs of unit substations with motorized tie breakers for automatic failover between utility source power
  - Seven diesel backup generators (14 MWe total capacity)
  - 8,000 gallons of fuel storage, enough for 72 hours at full load
  - Three pairs of multi-module, fully parallel redundant (2N) UPS
  - Twenty four 750 KVA UPS modules - 9 MVA fully redundant UPS power
  - Dual transformer/dual feed static switch PDUs
  - Diverse A & B UPS power to the majority of racks
  - 115 Watts/SF UPS to entire raised floor
- 170 Watts/SF to 17,500 SF high density/enhanced cooling raised floor

- Mechanical System
  - Six 600-ton chillers
  - Fifty-two 30 ton and thirty-four 40 ton CRAC units
  - Two 25,000-gallon make-up water storage tanks onsite - enough for 72 hours runtime at full load

- Fire Detection and Suppression
  Very Early Smoke Detection and Alert (VESDA) system sensors are located throughout the ADC. Fire detection and suppression is segmented into multiple, separate data center segments. Water-based fire suppression is activated only in the affected data center segment, only after the dry pipe pre-action system is activated and heat-sensitive sprinkler heads are activated.

- Leak and Humidity Detection
  There is a leak detection system to detect water leaks within the raised floor area of the ADC to prevent water damage to the computer hardware. The leak detection system will sound an alarm in the control room in the event that water is detected. The humidity level of the ADC is sampled at each individual Computer Room Air Conditioner (CRAC) unit and centrally monitored from the mechanical and electrical control room. Alerts are triggered if the humidity level goes above or below established thresholds.

- Cabling Security
  Dual power supplies and network cabling is in place for ADC Customer servers. Cable is routed in protected channels to minimize exposure. Formal labeling standards are followed to color code different cables. Network fiber or copper, console and fiber channel each have different colors assigned to them so that they can be identified. Access to cable and wiring closets is restricted to authorized personnel only. Individual badge access is necessary and recorded.

- Equipment Maintenance
  Oracle maintains records of equipment service and functional changes. Oracle seeks to perform preventative and corrective maintenance in a manner that minimizes any interruption of services. The environmental equipment has documented preventative maintenance procedures that detail the procedure and frequency of performance in accordance with the manufacturer's specifications. Preventative and corrective maintenance of ADC facilities equipment is scheduled through an IT Change Management System.

  Maintenance contracts are in place for equipment required to maintain ADC operations. These contracts are generally for 24x7 support, which entails defined response times, depending on the contract. To meet this response time, some vendors maintain consignment parts inventory at the ADC, while others maintain the inventory at the vendor's nearest depot.

- Secure Disposal or Reuse of Equipment
  Oracle's Secure Media Erasure Policy establishes guidelines for the secure erasure of information, from all types of electronic media, where current usage has finished and a decision has to be made about recycling or destruction.

- Physical Security Safeguards for Oracle Service Locations
  Oracle maintains the following physical security standards to prohibit unauthorized physical access at all the Oracle facilities from which Customer data may be handled ("Service Locations"):

  - Service Locations have physical access limited to Oracle employees, subcontractors, and authorized visitors.
• Oracle employees, subcontractors, and authorized visitors are issued identification cards that must be worn while on the premises.
• Visitors to Service Locations are required to sign a visitor’s register, be escorted and/or observed when they are on the premises, and/or be bound by the terms of a confidentiality agreement.
• Oracle Corporate Security monitors the possession of keys/access cards and the ability to access the Service Locations. Staff leaving Oracle employment must return keys/cards.
• After-hours access to Service Locations is monitored and controlled by Oracle Corporate Security.
• Oracle Corporate Security authorizes all repairs and modifications to the security barriers or entry controls at Service Locations owned by Oracle.

6.5 Customer’s Physical and Environment Security Responsibilities
• Customer will:
  • Appropriately restrict access to Customer’s workstations, servers and network devices used to access On Demand.

Section 7: Communications and Operations Management
On Demand aligns with the IT service management process areas as outlined in the ITIL Infrastructure Library and uses this framework as a guide for operational delivery. Oracle’s internal documentation specifies current operational processes and procedures for employees’ performance of technical functions related to Oracle On Demand Environments.

7.1 Standard Operating Procedures
Oracle has developed security-focused Standard Operating Procedures (SOPs) for the Oracle On Demand business. The SOPs describe the detailed activities and tasks undertaken by Oracle employees when delivering services to its Customers and provide direction for those activities. These SOPs are managed centrally and are available to authorized employees through the Oracle intranet.

7.2 Segregation of Duties
Roles within operations are well defined, allowing for segregation of duties. Segregation of duties is achieved by organizing operations into functional groups, where each function is performed by separate groups of employees. Examples of the functional groups include database administrators, System Administrators, and network engineers.

7.3 Third-Party Service Delivery
On Demand conducts business reviews for third-party vendors used in the Austin Data Center. On Demand has security and privacy requirements in its service provider contracts, which address issues like physical and logical security requirements, privacy protection, breach reporting, and auditing. In addition, as security requirements or services change, vendor contracts are changed accordingly upon renewal.

7.4 System Planning and Acceptance
Oracle Certified Configurations are Oracle On Demand Environment configurations. Each Release of a Certified Configuration is hardened and undergoes a security assessment. Whenever possible, a Customer Environment is deployed with these Oracle development recommendations in place. Capacity planning and management occur during Initialization and Implementation and following Production Go-Live. For more information on capacity planning, see the relevant On Demand Service Standards.

7.5 System Acceptance
Oracle On Demand completes a Production Assessment suite of tests on Customer’s Environment before Production Go-Live. The Production Assessment consists of a series of functional, configuration, supportability, security, and performance tests. Through this testing, Oracle On Demand identifies and works to address key issues that may impact the system prior to Production
Go-Live, and/or performance once in production. Oracle On Demand requires the completion of a Production Assessment(s), and Customer is responsible for working with Oracle On Demand to fix any critical issues or problems identified during these tests. The Production Assessment team performs script-based testing of Customer's modules based on Customer's workflow.

The Production Assessment team performs system checks and collects documentation in the following areas:

- Configuration and supportability
- Functional system architecture
- CEMLI performance
- Security compliance

A Customer Production Assessment status report is prepared and provided to Customer during stabilization to identify whether Customer's Environment has been properly prepared.

7.6 Protection Against Malicious Code

Oracle's Desktop Security Policy requires that all computers connected to Oracle's intranet have anti-virus software installed and it is strongly recommends that employees have a local firewall and desktop asset management software installed. Anti-virus software must be scheduled to perform daily definition updates and virus scans. Additionally, all Oracle employees with computers running the Windows operating system are recommended to have the Windows Software Update Service (WSUS) service installed with automatic updates activated.

Oracle's Global Desktop Strategy (GDS) organization keeps anti-virus products and WSUS servers up-to-date with virus definitions and security updates. GDS is responsible for notifying internal Oracle system users of any credible virus threats and when WSUS security updates are available.

Oracle employees are required to comply with instructions received through e-mail from the GDS organization, and are responsible for promptly reporting to the Oracle employee helpdesk any virus, or suspected virus infection that cannot be resolved by anti-virus software.

Employees are prohibited from altering, disabling, or removing anti-virus software and the WSUS service from any computer. Any Oracle employee who is discovered violating this standard may be subject to disciplinary action, up to and including termination of employment.

To protect sensitive Oracle information, On Demand personnel are required to install the approved full disk encryption software on their laptops. Data on the disk can only be accessed through the use of a private key stored as a password protected file on the disk. A pre-boot login manager allows authorized users to login to unlock the key, boot the operating system, and access the data.

Oracle has also licensed and installed third-party anti-virus and anti-spam products to scan all emails and attachments (inbound and outbound).

In addition to these controls, On Demand engineers and administrative users who are involved in delivering the non-standard HIPAA Security Services are required to have the following controls in place on the desktops and laptops used to connect to ePHI environments:

- Anti virus
- Full disk encryption
- Removable media encryption
- Host Data Loss Prevention

7.7 Backup and Recovery Procedure

Oracle On Demand utilizes a combination of disk and tape backups to protect Customer data. Procedures are in place for regular backup protection with a defined timeline and scheduling. Backups of Oracle On Demand Customer data take place using dedicated backup servers and tape libraries. Backup tapes are labeled and shipped to a secure, fire-safe off-site storage vault.
facility where they are kept for five weeks. The off-site tape storage vendor takes backup tapes to
the off-site facility on a daily basis. Processes for archiving and retrieving material with the off-site
storage vendor are documented. The data stored in the backup tapes for the On Demand service is
encrypted using strong cryptography (AES-256 bit) and a True random number Generator (TRNG)
for the generation of strong keys. For customers who purchase Enhanced Recovery Services,
restoration of data is tested twice annually. Oracle uses a Payment Card Industry (PCI) Data
Security Standard certified vendor for off-site tape vaulting and management.

For information about Oracle On Demand backup and recovery procedures, see the Backup
Entitlement Schedule to the Computer & Administration Services Exhibit.

7.8 Network Security Management

Integrity of the data-in-transit is protected through the use of strong encryption (TLS/SSL or IPSec)
protocols. Oracle configures an nHashed Message Authentication Code - secure hash algorithm
(HMAC-SHA-1) on all IPSec VPN networks to verify that the contents of the transmission have not
been altered in transit.

- Intrusion Detection
  Oracle employs intrusion detection systems within the Oracle intranet to provide
  continuous surveillance for intercepting and responding to security events as they are
  identified. Oracle utilizes a network-based monitoring approach to detect attacks on
  open firewalls ports within Oracle's intranet. Events are analyzed using signature
detection, which is a pattern matching of Environment settings and user activities
against a database of known attacks. Oracle updates the signature database as soon
as new Releases become available for commercial distribution. Alerts are forwarded
to Oracle's IT security and On Demand Service Desk staff for review and response to
potential threats.

- Media Handling and Disposal
  Customer data is not permitted to be stored on any type of removable drive or
  medium unless the information is encrypted using Oracle Data Protection (ODP).
  Sensitive information in hard copy paper form is required to be disposed of in a
  shredder or secure disposal container. Electronic data is erased or disposed of in
  accordance with Oracle's Secure Media Erasure Policy.
  Oracle maintains strict restrictions over the internal or external distribution of any kind
  of media that contains customer health information, in accordance with Oracle's
  Information Protection Policy, Secure Media Erasure Policy, Services Privacy Policy,
  and Records Retention Policy.
  Encrypted tapes and disk drives in servers and mass storage devices are required to be
  sanitized and destroyed at the end of life. The sanitization process for encrypted
tapes requires deletion of the encryption key in order to make the data stored in the
tape unrecoverable. Server disk drives are sanitized by degaussing them. The
  Austin Data Center maintains a designated area to store defective or expired media
  until they are sanitized and handed over to authorized vendors for secure destruction.

7.9 Exchange of Information

- Exchange Agreements
  Oracle maintains master service agreements with various vendors for services and
  products. Specific controls are defined and agreed upon to secure Customer data in
  transit and storage. The exchange of information between Oracle and Customer is
  established through the Ordering Document, Exhibit, and Statement of Work, and
  applies at the onset of the relevant services. Oracle maintains a contract with a third-
  party vendor for the transportation and storage of Customer backup tapes.

- Physical Media in Transit
  Designated Oracle personnel handle tape media and prepare it for transportation
  according to defined procedures within On Demand. Digital media is logged, securely
  transported, and vaulted by a third party, off-site vendor. The vendor is contractually
  obligated to comply with Oracle-defined terms for media protection. Digital media and
printed media are handled in accordance with the Oracle Information Protection Policy.

- **On Demand File Transfer**

Secure File Transfer Protocol (SFTP) is the recommended standard for new On Demand customers. Dedicated SFTP servers with dedicated network storage volume are used for each customer.

Customer is issued two SFTP accounts: one account for the production instance and another account for non-production environments. Customers may order additional accounts as long as there is a reasonable business justification.

SFTP uses public-key authentication instead of password authentication. Customers will need to upload a public key to configure the SFTP client.

File transfer is permitted only through Customer's IPSec encrypted VPN connection. SSH is required to access files for further processing once transferred to the application or database servers.

The following figure illustrates the Oracle file transfer model.
Database Links

Database links that have end-points within Oracle On Demand management control are permitted. Database links defined into or out of Oracle On Demand servers are not permitted. For more information and options related to database links, refer to the Network and Connectivity Standards Schedule to the On Demand Exhibit.

SQL*Net Usage for the @Oracle Model

Because SQL*Net is the network transport protocol for database links, the practices related to database links specified above also apply to the use of SQL*Net in Customer's Environment. Many applications, such as legacy fat clients and batch process programs, connect directly to the database using facilities available to the program's native language. For Java, JDBC is used. For Pro*C/C++, OCI is used. For many Microsoft application components, ODBC is used. All of these technologies rely on SQL*Net.

If Customer requires a connection between Customer's Oracle On Demand Environment and Third Party Software or custom applications residing at Customer's site, then Customer may use a SQL*Net connection. Oracle does not recommend Customer access to a Production Environment through a SQL*Net-based connection; however if Customer chooses to utilize this connection methodology, access will be provided through standard accounts with limited privileges defined by Oracle and will be solely over the VPN connection. The SQL*Net connection must be located at Customer's facilities, and Oracle's sole responsibility related to the SQL*Net connection is to assist Customer with the setup of the connection. Oracle setup activities may consist of opening ports or providing transaction information. Customer is solely responsible for all other aspects of the SQL*Net connection, including maintenance of such connection. Oracle is not responsible for technical support of a SQL*Net connection. Customer is solely responsible for the use and results of using a
SQL*Net connection, including but not limited to (a) overall response time and system performance, (b) fault detection and application debugging, (c) loss of functionality for non-Oracle Programs, and (d) any loss or corruption of data arising from or related to the use of SQL*Net Access. SQL*Net access from servers accessible from the public Internet directly to Customer’s Environment is not permitted.

7.10 Monitoring and Protection of Audit Log Information

The following sections describe controls utilized by On Demand to monitor and protect audit log information.

- Logging

Oracle logs certain security-related activities on operating systems, applications, databases, and network devices. Systems are configured to log access to the On Demand Environment or Oracle Programs, as well as system alerts, console messages, and system errors. Oracle implements controls to protect against operational problems, including log file media becoming exhausted, failing to record events, and/or logs being overwritten. Security related logs entries capture the following information:

- Date
- Time
- Time zone
- User account name and/or IP address
- IP address Information, software or configuration changed, identity of operation
- Original value (when applicable)
- New value (other than for changes such as a password change) (when applicable)
- Location of change (hostname, filename, or tablename).

Logs with security-relevant information are retained for up to three months, and may be kept online or offline. Oracle may choose to expand some retention periods, particularly if an anomalous system event, or series of events occur that could constitute an information security incident.

- Log Review

Oracle On Demand utilizes a Security Information and Event Management (SIEM) system to correlate and alert on Intrusion Detection System security events, firewall log events and network flow events. The SIM system is monitored 24x7x365.

Oracle reviews logs for forensic purposes and incidents, and identified anomalous activities feed into the incident management process.

- Log Security

Access to logs is provided on the basis of need to know and least privilege. Where possible, log files are protected by SHA1 cryptographic hash sum, and are monitored. Logs on intranet-accessible systems are relocated daily to systems that are not intranet-accessible.

7.11 Customer’s Communications and Operations Management Responsibilities

- Customer will:
  - Assume responsibility for any and all database links that are into or out of Oracle On Demand servers.
  - Assume responsibility for use and results of SQL*Net based connections as described above.
  - Follow the Change Management procedures defined by On Demand, including providing authorized Customer approval when required.
- Provide initial usage statistics and forecast growth rates during initialization of Customer's Environment.
- Submit additional or new capacity requirements that may affect CPU, data storage, I/O throughput, memory, and network bandwidth.
- Assist Oracle in the performance of a Production Assessment during implementation.
- Provide anti-virus and firewall security to protect against malicious code at Customer's workstations and servers used to access Customer's Environment.
- If required, request database audit logging and assist in the functional setup and configuration of the application(s) and database according to Customer's business requirements.
- Coordinate with Oracle personnel to authorize and schedule implementation of Critical Patch Updates that are security related.
- Notify Oracle of any special data handling requirements prior to purchasing Computer and Administration Services and during architectural design and review.
- Take reasonable precautions to protect Customer's shared file transfer (FTP) server account.
- Follow Oracle file transfer procedures when transferring data to the On Demand Environment.

Section 8: Access Control

Access control refers to the policies, procedures, and tools that govern the access to and use of resources within Customer's Environment. Examples of resources include a physical server, a file, a directory, a service running on an operating system, a table in a database, or a network protocol.

- "Least privilege" is a system-oriented approach in which user permissions and system functionality are carefully evaluated and access is restricted to the resources required for users or systems to perform their duties.
- "Default-deny" is a network-oriented approach that implicitly denies the transmission of all traffic, and then specifically allows only required traffic based on protocol, port, source, and destination.

8.1 Access Control Policy

The Oracle Access Control Policy is applicable to access control decisions for all Oracle employees and any information processing facility for which Oracle has administrative authority. The policy does not apply to publicly accessible Internet-facing Oracle systems or Customer's End Users.

1.1 User Access Management

- User Registration
  - Oracle user access is provisioned through a centralized account provisioning system that is integrated with Oracle's Human Resources database. Access privileges are granted based on job role and require management approval.
  - Registration of Customer's End Users is managed by, and is the responsibility of, Customer.

- Privilege Management

Authorization is dependent on authentication since controlling access to specific resources depends upon establishing an entity or individual's identity. All Oracle authorization decisions for granting, approval, and review of access are based on the following principles:

- Need to know: Does the user require this access for their job function?
- Segregation of duties: Will the access result in a conflict of interest?

User Password Management

Oracle enforces strong password policies for Oracle network, operating system, and database accounts in an effort to reduce the chances of intruders gaining access to Customer's Environment through exploitation of User accounts and their associated passwords.
Passwords exhibit the following characteristics for any system with access to Customer's Environment:

- Passwords are a minimum of eight characters long.
- Passwords must contain at least one upper case character and at least one number or special character (any character not defined as a letter or number).
- Passwords expire every ninety days.
- Passwords cannot be a common word or name and cannot contain any part of a username.

Oracle compliance organizations (GIS, IA, and GIT Security) conduct periodic reviews of passwords to determine if Oracle employees are complying with these standards, including strong password guidelines. If Oracle compliance organizations determine that a password is not in compliance with these standards, they work with the applicable employee and line of business to bring the password into compliance with the standards.

Passwords are treated as confidential information in accordance with the terms of the Ordering Document, Exhibit, and Statement of Work.

Note: For Computer and Administration Services for Technology programs, database passwords are maintained by Oracle’s operations teams and are changed at the direction of Customer.

- Review of Access Rights

Network and operating system accounts are reviewed regularly in an effort to ensure the appropriate employee access levels. In the event of employee terminations, deaths, or resignations, Oracle takes appropriate actions to terminate network, telephony, and physical access for such former employees.

- User Responsibilities

All Oracle employees, subsidiaries, and subcontractors are required to observe Oracle policies concerning the treatment of information, including access, use, disclosure, storage, processing, recording, handling, and disposal of Customer data residing on an Oracle hosted server.

- Password Use

  The use of passwords is addressed in the Oracle Password Policy. Oracle employees are obligated to follow rules for password length and complexity, and keep their passwords confidential and secure at all times. Passwords may not be disclosed to any unauthorized person. Under certain circumstances, passwords may be communicated between authorized Oracle employees for the purpose of providing support services.

- Unattended Oracle Employee Equipment

  All desktop and laptop computers purchased by Oracle come pre-loaded with a standard corporate desktop software image called the Oracle Base Image (OBI). The OBI is Global Information Security (GIS) approved with screen saver settings configured to lock access to the computer after 10 minutes of inactivity. Only the Oracle user or an administrator can unlock the computer with a valid password required on resume. When desktop and laptop computers are off of Oracle premises and left unattended, they are required to be physically secured.

- Clear Desk and Clear Screen Policy

  Oracle employees are obligated to position screens to prevent inadvertent visual disclosure and to not leave confidential information unattended or unsecured when not in use.

8.2 Network Access Controls

Network controls implemented for On Demand address the protection and control of Customer data during its transmission from one end system to another. The policy on Use of Network Services
states that computers, servers, and other data devices connected to the Oracle network must comply with GIT and GIS standards for security, configuration, and access method, in accordance with Oracle's Acceptable Use Policy.

- **User Authentication for External Connections**

On Demand supports a variety of external connection methodologies to provide wide area network (WAN) connectivity between Customer's Environment at Oracle's Data Center and Customer's networks.

Cryptographic controls are implemented using IPSec and SSL protocols to provide end users, whether they are Customer's End Users or Oracle support engineers, with secure access to the target applications.

- **IPSec Virtual Private Network (VPN)**

Oracle requires the implementation of IPSec as part of an overall VPN strategy for securing Customer data between endpoints on external network connections. IPSec security associations (SAs) are configured using the IP Encapsulating Security Payload (ESP) protocol in tunneling security mode. Key exchange is accomplished through Internet Security Association Key Management Protocol (ISAKMP) using Diffie-Hellman public key techniques with the following IPSec parameters:

  - 168-bit Triple DES is configured to encrypt data between cryptographic endpoints of the VPN tunnel.
  - Hashed Message Authentication Code - secure hash algorithm (HMAC-SHA-1) is configured to verify that the message has not been altered in transit.

- **Secure Sockets Layer (SSL)**

SSL is required for all web-based SSL certified applications deployed @Oracle. On Demand procures SSL certificates on behalf of Customer using VeriSign Corporation as the Certification Authority (CA). VeriSign Secure Site SSL certificates provide 128-bit cipher strength for domestic browsers and 40-bit cipher strength for export browsers.

Server load balancers (SLBs) with built-in SSL accelerators are deployed in redundant pairs to offload processor-intensive SSL transactions from servers, and are configured as a secure reverse proxy to prevent direct unmonitored access to application servers on the public middle tier.

The following table lists the protocols implemented to encrypt data transmission for different architectural deployments.

### Guidelines for Different Architectural Deployments

<table>
<thead>
<tr>
<th>Delivery Model</th>
<th>Middle Tier</th>
<th>SSL Certified Applications</th>
<th>Encryption</th>
</tr>
</thead>
<tbody>
<tr>
<td>@Oracle</td>
<td>Public</td>
<td>Y</td>
<td>SSL</td>
</tr>
<tr>
<td></td>
<td>Private</td>
<td>Y</td>
<td>VPN+SSL</td>
</tr>
<tr>
<td>@Oracle</td>
<td>Private</td>
<td>N</td>
<td>VPN</td>
</tr>
</tbody>
</table>

Much like operating system hardening, Oracle hardens default network device configurations by performing the following:

- Disabling telnet access
- Controlling Simple Network Management Protocol (SNMP) access to devices
- Controlling access to devices through the use of Terminal Access Controller Access Control System Plus (TACACS+)
- Turning off unneeded services
- Performing the appropriate level of logging
- Performing authentication of routing updates

- Segregation in Networks
In addition to housing Oracle's internal production and new development systems, Oracle’s Austin Data Center contains two isolated network environments used to deliver services to On Demand Customers.

In each @Oracle On Demand environment, networking technologies are deployed in a layered approach designed to protect Customer data at the physical, data link, network, transport, and application level.

Customer is provided with servers and storage that are logically isolated from the servers and storage of other On Demand customers. Access controls are multi-tiered, consisting of the network, system, database and application layers. All access is authorized on a “deny by default” base policy.

The following figure illustrates a logical representation of the Oracle On Demand environment.
Network Connection Control
The Oracle Continuous Connection Network (OCCN) is a multi-tiered DMZ environment inside a dedicated extranet that is isolated from Oracle's internal corporate network. It functions as a secure access gateway between support systems and target customer application and database servers. Three regional gateways, one in the US (Austin), one in EMEA (London), and one in APAC (Japan), are synchronized in order to provide continuity of support operations in the event one of the gateways fails.

Oracle implements authentication, authorization, and accounting through security mechanisms designed to ensure that only approved support engineers with a valid OCCN account can access a Customer Environment using 2 factor authentication through OCCN VPN. Named accounts are mapped to individual users and bound to static IP addresses over a VPN. Syslogs are used to log and audit all access to Customer Environments.

Network Routing Control
Routers provide the connection point between the On Demand Infrastructure and the Internet service provider(s) (ISP) facilitating site-to-site VPN connections between Customer’s and Oracle’s networks. Border routers are deployed in a fully redundant, fault tolerant configuration connecting to different ISPs. Border Gateway Protocol (BGP) is configured to provide route convergence in the event of an ISP link failure. Routers are deployed with access lists configured to enforce traffic policies at the perimeter adding an additional level of security.

Firewalls are utilized to control access between On Demand’s network and Customer’s network by allowing only authorized traffic using a default deny configuration. Firewalls are deployed in a layered approach to perform thorough packet inspection with security policies configured to intelligently filter packets based on protocol, port, source, and destination IP address.

8.3 Operating System and Database Access Control

- Secure Log-on Procedures
Access to operating systems is controlled by a secure log-on procedure that requires a unique user ID and a strong password.

Root passwords of hosts and facilities located in the Austin Data Center are scheduled to change every 30 days.

- User Identification and Authentication
The first step a user must perform to gain access to an operating system is to validate their identity through a logon process. It requires two pieces of information, a unique user ID that distinguishes them from others in the On Demand Environment, and a strong password.

- Account Provisioning System (APS)
Access to the operating system is restricted to named user accounts mapped to individual users with a valid role-based access requirement, and must be approved by their management through On Demand’s access provisioning process.

- Symantec PowerBroker
PowerBroker logs all keystrokes at the operating system level, and allows System Administrators to authorize administrative privileges without disclosing the root password. PowerBroker policies are created for all operations, support, implementer, and Customer’s End Users with a requirement to access the Environment. Security policy files are scripted to authorize role-based access to sites, directories, and Third Party Software.

Access to Third Party Software is managed by, and is the responsibility of, Customer.

- Use of System Utilities
- A security assessment to identify known operating system vulnerabilities is performed against the Certified Configuration prior to its release.
- Oracle On Demand secures the default installation of operating systems by eliminating any system services and configurations not required for the server to perform its duties.
Operating system hardening is performed in a controlled environment as part of the detailed build procedures for On Demand Certified Configurations and includes:

- Disabling or removing any services, accounts, and network protocols not necessary for the server to perform its function.
- Limiting user access rights.
- Enabling default log file settings for auditing critical events.

8.4 Application and Information Access Control

8.4.1 Information Access Restriction

Customer is responsible for all End User administration within the application. Customer can configure the applications and additional built-in security features to meet their business or compliance needs, including application auditing and various security-related profile options.

Database Security

Write access to the database in Customer's Production Environment is restricted to database administrators. The only exception is that Customer has the ability to grant an End User access to update interface tables and CEMLI schema objects.

Customer and its Implementer may be granted management rights and write access to Non-Production Environments. Customer and its Implementer may also be provided access, based on role, to the custom database schemas in all Environments.

Database auditing may be enabled at the request of, and with the assistance of, Customer; however, it is not enabled by default because it may result in performance degradation.

8.4.2 Sensitive System Isolation

Systems with special security requirements are classified, identified and located within a specialized security perimeter (for example, a locked cage area). Access to the specialized security perimeter is restricted to individuals based on need to know and least privilege principles.

Production Environments are isolated from Non-Production Environments.

8.4.3 Mobile Computing and Teleworking

Remote access for Oracle employees and subcontractors requires all connections to the Oracle network from a non-Oracle location to use either an IPSec or SSL-encrypted VPN. On Demand support engineers are required to use 2 factor authentication to authenticate over a VPN through the OCCN gateway in order to access Customer Environments.

Oracle's policies for use of portable/mobile devices are detailed in the Oracle Acceptable Use Policy and the Wireless LAN Policy and apply to all Oracle employees. There is a wireless network currently in use at the ADC and Oracle regularly reviews its WLAN practices to assess the security risks associated with the WLAN implementation.

8.4.4 Customer Access Control Responsibilities

Customer will:

- Define password complexity requirements for Customer's End Users' application access.
- Manage the creation and deletion of End User accounts.
- Manage the assignment of roles and responsibilities to End Users.
- Manage the request and creation of operating system and Power Broker accounts for Customer and Implementer access.
- Manage the review and termination of the operating system and Power Broker accounts.
Section 9: Information Systems Acquisition, Development, and Maintenance

9.1 Security Requirements Analysis and Specification

On Demand does not develop software. On Demand deploys Oracle Programs through a Certified Configuration. As part of On Demand Services, Certified Configurations are assessed for exposure to a variety of both common and complex attack types and vulnerabilities.

On Demand Programs are deployed on a server(s) in accordance with the Oracle Certified Configuration and detailed build procedures. A standard "KickStart" image is used to install the operating system. A package manager is then used to automatically install the utility programs required for the type of server being configured. Finally, the file system is built and the Oracle Programs are installed from standard images. Hardening procedures are embedded in the Certified Configuration.

The Environment then undergoes the security assessment process that includes review of the application software, hardware and operating system components. Finally, the new Releases are installed in a shared staging environment for final validation prior to production.

9.2 Security of System Files

All new deployments of technology or software in the Austin Data Center undergo a security technical review prior to being deployed. The cross-organization team that includes Global Information Security and Global Information Technology Security will not approve the deployment of any technology or tool that does not meet Oracle's security policies or standards.

9.3 Access Control to Program Source Code

Oracle On Demand does not have access to Oracle product source code.

9.4 Technical Vulnerability Management

Oracle subscribes to vulnerability notification systems to stay apprised of security incidents, advisories, and other related information. Oracle takes actions on the notification of a threat or risk once it has the opportunity to confirm that both a valid risk exists and that the recommended changes are applicable to On Demand Environments.

Section 10: Information Security Incident Response – Reporting Breaches

Oracle evaluates and responds to Incidents that create suspicions of unauthorized access to or handling of Customer data, whether the data is held on Oracle hardware assets, those of customers or vendors/suppliers, or on the personal hardware assets of Oracle employees and contingent workers. Oracle's Global Information Security (GIS) organization is informed of such Incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those Incidents. GIS will work with Customer, internal LoBs, the appropriate technical teams, and where necessary, outside law enforcement to respond to the Incident. The goal of the Incident response will be to restore the confidentiality, integrity, and availability of Customer's Environment, and to establish root causes and remediation steps.

Oracle IT operations staff are instructed in addressing Incidents where handling of data may have been unauthorized, including prompt and reasonable reporting, escalation procedures, and chain of custody practices, to secure relevant evidence.

If Oracle determines that Customer data has been misappropriated (including by an Oracle employee), Oracle will promptly report such misappropriation to Customer, unless otherwise required by law.

10.1 Information Security Incident Response Plan

An Information Security Incident Response Plan (ISIRP) will be implemented in the event of system compromise.

Global Information Security is responsible for the ISIRP. GIS maintains and updates the document periodically for accuracy and effective information security Incident response planning. This document is made available to the Information Security Incident Response Team (ISIRT) members,
systems and network administrators, information security managers, data privacy personnel and business professionals who are responsible in preparing for and responding to, information security Incidents.

Information sharing is allowed on a need to know basis only. Any information discussed or collected as part of the information security Incident response is subject to the Oracle Information Protection Policy. Records of verified information security incidents are retained in accordance with the Information Protection Policy and Oracle Records Retention Policy.

ISIRT members make detailed records from the onset of the Incident. Template reports and other tools are made available to ISIRT members for this purpose.

There are six stages invoked when responding to an Incident:

- Preparation
- Identification
- Containment
- Eradication
- Recovery
- Follow-up

10.2 Incident Response Plan Growth and Development

The Information Security Incident Response Commander (ISIRC) assumes the command and control of Incident response efforts. A core team evaluates, contains, eradicates, and recovers from incidents and a communications team identifies, coordinates, and develops pertinent communications for internal parties. An extended team consists of senior management advisors in corporate communications (PR), legal, Human Resources, privacy, and security areas of expertise and identifies, coordinates and develops pertinent communications for external parties, including any legal required reporting requirements. An advanced incident support team completes security assessments and digital forensics analysis in an effort to ensure that chain of custody is maintained. The ISIRC is required to submit a lessons-learned report to Information Security Incident Response management at the conclusion of Incident response efforts. ISIRT members involved in the incident response are encouraged to provide feedback on the lessons learned from each incident.

10.3 Chain of Custody

Chain of custody is a process used to maintain and document the chronological history of the evidence. Each person collecting, processing, and handling the evidence must record the date and time receiving the evidence, and any action taken on the evidence.

The ISIRC is responsible for making sure appropriate reports are generated after each incident. Two types of reports are commonly used:

- Root Cause Analysis
- Investigation report

10.4 Annual Testing

The ISIRP undergoes scheduled testing at least once every twelve months. Information Security Incident Response management appoints an ISIRC to conduct testing no more than two times within a twelve-month period. In addition, Chief-Level executive (e.g. a CEO, a CIO or a CTO) approval is required for unscheduled testing. At the conclusion of each ISIRP test, the ISIRC must submit a gap analysis report to Information Security Incident Response management along with recommendations for corrective actions.

Global Information Security is responsible for collecting and retaining evidence.
10.5 Customer Security Incident Management Responsibilities

- Customer will:
  - Promptly report to Oracle security incidents and suspicious activity related to Customer’s use of the Computer and Administration Services.
  - Cooperate with Oracle Security in Incident management and investigations and provide Customer Incident management for all security issues that lie outside the boundaries of Oracle On Demand Incident management, including communication with Customer’s customers.

Section 11: Oracle’s Business Continuity Management Program

Oracle has a global business continuity management program covering Oracle’s staff, information assets, and continuity of critical business processes in the event of a natural or man-made crisis/disaster. The program relates specifically to Oracle’s internal business continuity, and is implemented through company-wide training, integrated implementation, ongoing testing of emergency response, crisis management, and disaster recovery practices. The program is executed through local, regional, event-specific, and travel-focused crisis management teams.

11.1 Primary Goals

This program is designed to:

- Facilitate expeditious cross-LOB, internal and external, global communications in the event of a crisis.
- Ensure the personal safety of Oracle employees.
- Ensure continuity of key functions in a workaround manner until normalcy is restored (the new state of normalcy may be unknown and business decisions may need to be made about the service after the crisis is managed).
- Ensure recovery of computing/technology infrastructure and services.
- Ensure that all of these efforts are globally consistent, integrated, proceduralized, updated, tested, and audited on a regular basis.

11.2 Customer’s Business Continuity Management Responsibilities

- Customer will:
  - Evaluate its own business continuity plans to ensure that the services managed by On Demand address their unique circumstances and meet Customer’s business continuity requirements. Oracle offers a spectrum of additional disaster recovery services that can be purchased to supplement the standard On Demand services.

Section 12: Legal Compliance

12.1 Data Privacy and Security Compliance

The Oracle Chief Privacy Officer and Oracle Legal Department, working in conjunction with Oracle security organizations, develop and manage the implementation of and compliance with the Oracle Data Privacy Policies.

Failure of an employee to adhere to the Oracle Data Privacy Policies and Information Security Policies and standards may result in disciplinary action in accordance with Oracle company policies.

12.2 Compliance with Laws and the European Union Data Privacy Directive

Oracle complies with the data privacy laws of the service location where the services are performed.

Oracle acknowledges that some data handled in providing the services to Customer under an Ordering Document, Exhibit, and Statement of Work may be data of, or related to, European Union (EU) data subjects that has first been collected or processed by Customer within the EU.
Accordingly, Oracle subscribes to the "Safe Harbor Principles" issued by the U.S. Commerce Department on July 21, 2000; and as a result, currently appears on the Department's Safe Harbor list (available at http://www.export.gov/safeharbor). Oracle has received the TRUSTe safe harbor seal and is part of the TRUSTe Safe Harbor Program.

In the event of a lapse of Oracle Safe Harbor status, Oracle will make reasonable efforts to promptly remedy such a lapse.

Oracle and its subsidiaries have subscribed to an agreement under which an Oracle subsidiary handling Customer data adopts safeguards consistent with those of the Oracle subsidiary contracting with a Customer for Oracle On Demand Services. The Oracle subsidiary contracting with the Customer is responsible for Oracle compliance and its subsidiaries' compliance with this requirement.

Oracle may store Customer's contact information, such as names, phone numbers, and e-mail addresses in any country where Oracle does business and may use such information internally and to communicate with Customer.

12.3 SAS 70 Reports and Other Audits

Oracle is SAS 70 Type II reviewed by a third-party auditor for @Oracle On Demand deployments against its security policies, procedures, and security controls. "Statement on Auditing Standards (SAS) No. 70, Service Organizations", is an internationally recognized auditing standard developed by the American Institute of Certified Public Accountants (AICPA). Type II review and assessment is the highest level of SAS 70 assessment and contains detailed testing of the Oracle description of controls over a minimum 6-month period by the independent auditing body.

In maintaining the SAS 70, Oracle On Demand will undergo this independent verification on a regular basis.

Oracle provides copies of the reports to Oracle On Demand Customers on request. The SAS 70 reports contain Oracle confidential information, and must be handled by Customer accordingly.

12.4 Health Insurance Portability and Accountability Act (HIPAA) Compliance

Starting in February 2010, the Health Insurance Portability and Accountability Act of 1996 and its regulations (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act, requires covered entities to ensure that their service providers accessing their electronic Protected Health Information (ePHI) take specific security measures to help safeguard the data.

In order to help On Demand customers meet these new security related obligations under HITECH, Oracle On Demand has developed an On Demand HIPAA Security Service offering. This non-standard offering employs additional security controls that supplement the standard On Demand Security Practices and are aligned with the standards established by HITECH.

12.5 ISO 27002 Certificate of Conformance

Oracle On Demand has received the ISO 27002 Certificate of Conformance. ISO/IEC 27002 is an internationally recognized standard that assists organizations with selecting and applying controls to Information Security, predominantly to Information Technology (IT), and provides a framework that takes into account legal, regulatory and contractual requirements.

12.6 ISO 27001 Certification for the Information Security System

GLS Risk Management's On Demand Security Services staff, technology and processes have been granted an ISO 27001 Certification of Conformance.

Oracle's third party auditor will assess the On Demand HIPAA Security Services for compliance with the HIPAA Privacy and Security Rule on an annual basis. Upon Customer's written request, On Demand will provide a copy of the most recent audit report.
12.7 Payment Card Industry Data Security Standard

The payment card industry has established common processes and precautions for handling, processing, storing, and transmitting credit card data, known as the Payment Card Industry Data Security Standards (PCI DSS). Oracle offers On Demand PCI Compliance services as an add-on feature to some of its core hosting offerings. By acquiring the PCI Compliance services, customers can use such services to manage a portion of the PCI DSS controls, and also get access to Oracle partners who may provide additional products and services to assist customers with their PCI compliance needs. Oracle On Demand PCI Compliance services offering is assessed annually by a Qualified Security Assessor, and Visa and MasterCard have listed Oracle On Demand as a PCI DSS-compliant Managed Merchant Hosting Service Provider.

12.8 Legally Required Disclosures

Customer data located on Oracle systems, including text and images, may be disclosed as required by law without prior consent of Customer. Oracle will use diligent efforts to inform Customer, to the extent permitted by law, of any request for such disclosure before disclosure is made.

12.9 Customer Regulatory Compliance

Customer remains solely responsible for its regulatory compliance in its use of On Demand Services. Customer should make Oracle aware of any technical requirements that result from its regulatory obligations prior to contract signature. Oracle will work with Customer to determine whether use of the standard Oracle On Demand service offering is consistent with those requirements. Additional fees may apply.

12.10 Audits

Where a Customer's regulatory obligations require it to perform an audit of computer systems storing Customer data, Customer must provide written notice to Oracle Global Information Security at global_security ww@oracle.com with information detailing the requested scope of the audit and requested information. If a third party is to conduct the audit, the third party must be mutually agreed to by Customer and Oracle. The third-party auditor is required to execute a written confidentiality agreement acceptable to Oracle before conducting the audit.

The audit is limited to verifying that Oracle is in compliance with its obligations to Customer under the Ordering Document, Exhibit, and Statement of Work and for the sole purpose of assisting Customer with their need to comply with its regulatory requirements. Customer must submit to Oracle Global Information Security a detailed audit plan at least six weeks in advance of the proposed audit date describing the proposed scope (subject to the terms above), duration, and start date of the audit. Oracle will review the audit plan and provide Customer with any concerns or questions about the audit plan (for example, any request for information that could compromise Oracle security, privacy, or employment policies). Oracle will work cooperatively with the Customer to agree on a final audit plan.

The audit must be conducted during regular business hours, subject to Oracle policies and regulations, and may not unreasonably interfere with Oracle business activities.

Oracle acknowledges that Customer may be subject to audits by entities other than regulators. If the information required for such an audit is not contained in a SAS 70 report, Oracle will make reasonable efforts to provide required information to the auditor, provided that the auditor signs a confidentiality agreement acceptable to Oracle and such requests for information occur no more frequently than once each year.

Customer will provide Oracle Global Information Security with any audit reports generated in connection with any audit of the Oracle On Demand Services, unless prohibited by law. Customer may use the audit reports only for the purposes of meeting its regulatory audit requirements. The audit reports are confidential information of the parties under the terms of the Agreement.

Any audits are at Customer's expense. Any request for Oracle to provide assistance with an audit is considered a separate service if such audit assistance requires the use of different or additional resources beyond that which Oracle uses to provide the services in accordance with the Exhibit,
such as audit software or additional employees or subcontractors. Oracle will seek Customer's written approval and agreement to pay any related fees before performing such audit assistance.
Services Options and Supplemental Services

Version: 1.8
Effective Date: November 5, 2010

Schedule to the Computer and Administration Services Exhibit

This is the Services Options and Supplemental Services Schedule ("Schedule") to Customer's Statement of Work under the Computer and Administration Services Exhibit (the "Exhibit").

The services described herein are provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule.

This Schedule addresses the following topics:

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5.3 Requesting Supplemental Services in the Middle of the Contract Services Term .... 11
Section 1: Scope
This Schedule identifies additional On Demand services and Infrastructure available for purchase, and sets forth the process Customer shall use if and when Customer desires to purchase additional services beyond Customer’s Entitlement. This Schedule, including the Services Options and Supplemental Services which may be available for purchase by Customer, is subject to change at Oracle’s discretion.

1.1 Services Options
Customer may purchase incremental quantities of certain services and Infrastructure that Customer receives as part of their Entitlement (“Services Options”).

1.2 Supplemental Services
In addition to the Entitlement that Customer receives as part of the Computer and Administration Services plus any Services Options purchased by Customer, Customer also may purchase services that supplement the On Demand Services (“Supplemental Services”). Supplemental Services are not part of Computer and Administration Services but support or enhance those services as described in the applicable Schedules.

Section 2: Pricing for Services Options and Supplemental Services

Section 3: Services Options
3.1 Guidelines for all Services Options
The following applies to the Services Options identified in this Section 3:
- If Customer purchases additional Non-Production Environments, Customer may be required to purchase a Server for Oracle Managed Applications or additional resources to manage the additional Non-Production Environments.
- Storage is not included when Customer purchases an Additional Non-Production Environment or Additional OTO Non-Production Environment.

3.2 Infrastructure via the North America Data Center
The following table identifies the available Infrastructure Services Options for applicable Program sets for which Customer may purchase Computer and Administration Services via the North America Data Center. The Infrastructure options include VPNs, servers, and storage. The Schedules applicable to the Services Options purchased by Customer are a part of Customer’s Statement of Work as referenced in the applicable Exhibit.
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<td>DMZ Server for Sun Solaris® Applications for Sun Solaris®</td>
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1 Available in 2-Cores, 4-Cores, and 8-Cores unless specifically stated otherwise.
2 Certain Oracle programs may require a Sun Solaris operating system. If Customer has purchased Computer and Administration Services for such programs as set forth in the Exhibit, Customer must purchase the Server for Customer Managed Applications for the Sun Solaris operating system. Sun Solaris Servers are Two-Core.
3 Available for 4-Core only
3.3 Infrastructure for Federal Security Services via the North America Data Center

The following table identifies the available Infrastructure Services Options for applicable Program sets for which Customer may purchase Computer and Administration Services in conjunction with Federal Security Services. The Infrastructure options include VPNs, servers, and storage. The Schedules applicable to the Services Options purchased by Customer are a part of Customer's Statement of Work as referenced in the applicable Exhibit.

<table>
<thead>
<tr>
<th>Services Option</th>
<th>Schedule(s) that Describes The Services Option</th>
<th>E-Business Suite</th>
<th>PeopleSoft</th>
<th>Siebel CRM</th>
<th>Technology</th>
<th>Business Intelligence</th>
<th>Hyperion</th>
<th>Baseview</th>
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<th>Limited Access</th>
<th>User Productivity</th>
<th>Demantra</th>
<th>Agile</th>
<th>Governance, Risk and Compliance</th>
<th>JD Edwards</th>
<th>Professional Edition</th>
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<td>Federal Additional VPN</td>
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<td>Services Option</td>
<td>Schedule(s) that Describes The Services Option</td>
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<td>Beehive</td>
<td>Blackdown</td>
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<td>Transportation Management</td>
<td>Limited Access</td>
<td>User Productivity</td>
<td>Demantra</td>
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1 Available in 2-Cores, 4-Cores, and 8-Cores unless specifically stated otherwise.
2 Certain Oracle programs may require a Sun Solaris operating system. If Customer has purchased Computer and Administration Services for such programs as set forth in the Exhibit, Customer must purchase the Server for Customer Managed Applications for the Sun Solaris operating system. Sun Solaris Servers are Two-Core.
3 Available for 4-Core only
3.4 Infrastructure via the EMEA Data Center

The following table identifies the available Infrastructure Services Options for applicable Program sets for which Customer may purchase Computer and Administration Services via the EMEA Data Center. The Infrastructure options include VPNs, servers, and storage. The Schedules applicable to the Services Options purchased by Customer are a part of Customer’s Statement of Work as referenced in the applicable Exhibit.

All servers available for Computer and Administration Services via the EMEA Data Center are available in 2-Core, 4-Core, and 8-Core.

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<thead>
<tr>
<th>Services Option</th>
<th>Schedule(s) that Describes The Services Option</th>
<th>E-Business Suite</th>
<th>PeopleSoft</th>
<th>Siebel CRM</th>
<th>Technology</th>
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<th>Markdown Optimization</th>
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<th>Management</th>
<th>Limited Access</th>
<th>User Productivity</th>
<th>ITIL Kit</th>
<th>Demantra</th>
<th>Agile</th>
<th>Governance Risk and Compliance</th>
<th>JD Edwards</th>
<th>Professional Edition</th>
</tr>
</thead>
</table>
| EMEA Data Center Additional VPN                      | • Infrastructure Services Schedule to the On Demand Services Exhibit  
 • On Demand Security Practices Schedule to the Computer and Administration Services Exhibit                      | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
| EMEA Data Center Storage Unit (200 GB)               | • Infrastructure Services Schedule to the On Demand Services Exhibit                                             | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
| EMEA Data Center Bulk Storage Unit (2 TB)            | • Infrastructure Services Schedule to the On Demand Services Exhibit                                             | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
| EMEA Data Center Incremental Bulk Storage Unit (200 GB) | • Infrastructure Services Schedule to the On Demand Services Exhibit                                             | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
| EMEA Data Center DMZ Server for Oracle Managed Applications for Windows or Linux | • Infrastructure Services Schedule to the On Demand Services Exhibit                                             | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
| EMEA Data Center Server for Oracle Managed Applications for Windows or Linux | • Infrastructure Services Schedule to the On Demand Services Exhibit                                             | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
| EMEA Data Center Server for Customer Managed Applications for Windows or Linux | • Server for Customer Managed Applications Schedule to the Computer and Administration Services Exhibit       | X                |            |            |            |                     |         |         |                     |                             |            |                |                  |         |          |       |                                |             |                     |
3.5 Infrastructure via the APAC Data Center

The following table identifies the available Infrastructure Services Options for applicable Program sets for which Customer may purchase Computer and Administration Services via the APAC Data Center. The Infrastructure options include VPNs, servers, and storage. The Schedules applicable to the Services Options purchased by Customer are a part of Customer’s Statement of Work as referenced in the applicable Exhibit.

All servers available for Computer and Administration Services via the APAC Data Center are available in 2-Core and 4-Core, unless stated otherwise.

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<th>Services Option</th>
<th>Schedule(s) that Describes The Services Option</th>
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<th>Governance Risk and Compliance</th>
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<td>• On Demand Security Practices Schedule to the Computer and Administration Services Exhibit</td>
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<td>APAC Data Center Storage Unit (200 GB)</td>
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<td>APAC Data Center Incremental Bulk Storage Unit (200 GB)</td>
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<td>APAC Data Center DMZ Server for Oracle Managed Applications for Windows or Linux</td>
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<td>APAC Data Center Server for Oracle Managed Application for Windows or Linux</td>
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<td>APAC Data Center Server for Customer Managed Applications for Windows or Linux</td>
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</table>

1 Available for 4-Core only
### Other Services Options

The following table identifies all other non-Infrastructure Services Options for the Program sets for which Customer may purchase Computer and Administration Services. The Schedules applicable to the Services Options purchased by Customer are a part of Customer’s Statement of Work as referenced in the applicable Exhibit.

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<tr>
<th>Services Option</th>
<th>Schedule(s) that Describes The Services Option</th>
<th>E-Business Suite</th>
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</table>

1. Not available for Customer Environments hosted via the EMEA Data Center or the APAC Data Center.
2. Enhanced Recovery Services—Maximum Availability is not available for Oracle Financial Analyzer or Oracle Sales Analyzer programs.
3. Enhanced Recovery Services are not available for Technology Programs other than the Oracle Database and Oracle Application Server.
Section 4: Supplemental Services
The following table identifies the available Supplemental Services and the following:

- The Program sets for which Customer may purchase each Supplemental Service, and
- The availability of Supplemental Services based on the Oracle Data Center at which Customer's Infrastructure is located.

The Entitlement for a specific Supplemental Service is defined in Customer's Exhibit and/or in a Schedule for such Supplemental Service.

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Section 6: Purchasing Services Options and Supplemental Services

5.1 Requesting Services Options and Supplemental Services at the Time of Acquisition of Computer and Administration Services

Customers may purchase Services Options and Supplemental Services when acquiring the underlying Computer and Administration Services by working with Oracle to include such services to the scope of their contract.

5.2 Requesting Services Options in the Middle of the Contract Services Term

There are two ways by which Customer may purchase Services Option(s) during the services term of the Exhibit:

- OPTION A: Purchase the Services Option(s) via a new Ordering Document and Exhibit executed by the parties
- OPTION B: Purchase certain Service Option(s) via a "Short Form" order process by emailing Hostops_us@oracle.com

The following Services Options may not be purchased via the Option B Short Form order process:

- Server for Customer Managed Applications
- Additional Non-Production Environments
- Any disaster recovery services (e.g., Enhanced Recovery Services)
- Enhanced Refresh
5.3 Requesting Supplemental Services in the Middle of the Contract Services Term

Supplemental Services purchased in the middle of the services term must be purchased via a new Ordering Document and Exhibit executed by both parties.
Upgrade Services

Version: 1.1
Effective Date: January 26, 2010

Schedule to the On Demand Services Exhibit

This is the Upgrade Services Schedule ("Schedule") to the Computer and Administration Services Exhibit or Administration Services Exhibit, as applicable (the "Exhibit") by and between Oracle and Customer. This Schedule describes the services provided by Oracle to Customer for the Major Upgrade of an On Demand Environment from Release 11.5.x (where "x" is any number) to Release R12. The services described herein are provided under the terms of the Ordering Document and Exhibit. Capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Definitions Schedule. This Schedule is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided under an Exhibit for the period for which Customer has paid for such services or for twelve months, whichever is greater.

This Schedule addresses the following topics:

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1.2 Services Availability .................................................. 2
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Section 1: Services Scope

1.1 Overview

Upgrade Services are provided to Customer for the purpose of performing a Major Upgrade of an existing Release 11.5.x Environment to a Release R12 Environment ("Upgrade").

1.2 Services Availability

Upgrade Services are only available for Computer and Administration Services or Administration Services for Oracle E-Business Suite Programs. Upgrade Services are not available for Limited Access programs, Oracle Collaboration Suite Programs, Oracle Technology Programs, PeopleSoft Enterprise Programs, Siebel CRM Programs, or Business Intelligence Programs.

1.3 Scope of Services

Upgrade Services are delivered and managed remotely by Oracle. Upgrade Services are separate from any other consulting services purchased by Customer from Oracle under a separate contract.

Upgrade Services do not include services related to the functional changes of the Major Release. Customer is solely responsible for all activities related to the functional changes included in the Upgrade, including the following:

- Identifying the effect of the Upgrade on End Users
- Creating any data required by Release R12
- Testing business workflows
- Preparing End Users for the Upgrade

Customer shall obtain licenses, technical support, and Computer and Administration Services or Administration Services for the Oracle E-Business Suite Programs identified in the Exhibit prior to obtaining Upgrade Services. Customer must maintain technical support and Computer and Administration Services or Administration Services for the Oracle E-Business Suite Programs for the duration of the Upgrade Services; if customer fails to maintain the technical support and On Demand Services, the Upgrade Services will be terminated.

Oracle will not be liable for any performance deficiencies resulting from a failure by Customer to provide full cooperation and complete all assigned responsibilities as defined in this Schedule.

1.4 Cooperation

Oracle's performance of the Upgrade Services is dependent on Customer's timely provision of assistance, cooperation, and complete and accurate information and data from its officers, agents and employees and the establishment of suitable network connections.

Customer can help reduce the time required to upgrade to a Release R12 applications Environment compliant with Oracle standards by taking the following actions:

- Ensure timely cooperation with Oracle in establishing network connectivity
- Ensure the appropriate resources, both personnel and Infrastructure, are available as needed to perform the functions specified in this Schedule
- Ensure Customer User Acceptance Testing (UAT) and Production Assessment tasks are executed in an expedited fashion

Section 2: Assessment, Analysis, and Planning

Oracle may use a combination of Tools or manual procedures to assess the Production Environment to be upgraded.

2.1 Assessment

- Oracle will:
  - Examine Customer's current configuration and identify required tasks for completing the Upgrade.
- Identify and assess the following in Customer's existing Environment to determine upgrade steps:
  - Installed components
  - Storage requirements
  - Technology stack components
  - Third Party Software integrations (additional fees may apply)
  - Special setups (additional fees may apply)
  - Inbound and outbound interfaces (additional fees may apply)
- Determine if additional steps are required for this upgrade.
  - Releases 11.5.7 or higher can be directly upgraded to R12.
  - Additional steps are required for an upgrade from Releases 11.5.1-11.5.6, since such an upgrade requires an intermediate upgrade to 11.5.10 CU2 before Oracle can complete the Upgrade. Additional fees may apply.
- Identify configurations, extensions, modifications, localizations, and integrations (CEMLIs) and determine the individual and aggregate complexity of such CEMLIs.
- Assess the current state of the data within the Environment to be upgraded.
- Determine whether Customer must purchase additional services, beyond Upgrade Services, to facilitate the Upgrade.
- If Customer has purchased Computer and Administration Services or when Oracle determines it is necessary, perform technical stack upgrade analysis, including platform upgrade analysis.
  - The technical stack upgrade includes the following:
    - An Upgrade of the Oracle Application Server to Release 10.1.3
    - An Upgrade of the Oracle Database to Release 10.2.0.2
    - An Upgrade of the Oracle Forms and Reports to Release 10.1.2
- Customer will:
  - Provide all input and information required by Oracle that is necessary for delivery of the Services as described.
  - Ensure that Oracle has reasonable access to functional and operational subject matter experts (SMEs) as necessary, including, but not limited to, an Upgrade lead, business analysts, business owners of the applications, representatives from key End User groups, functional and technical testers, and others supporting Customer's Environment.
- Purchase all applicable components required for the Upgrade including:
  - An Intermediate Upgrade
  - Third Party Software integrations
  - Special setups
  - Inbound and outbound interfaces

### 2.2 Project Planning
- Oracle will:
  - Assign an off-site transition manager to provide technical Upgrade project management services and to facilitate the delivery of the Upgrade. On-site project management services may be provided for additional fees.
  - Coordinate with Customer to establish a project plan for delivery of Upgrade Services.
• Prepare the Upgrade Services project plan that should include the project start date, key milestone dates, project end date, and scheduled downtime of the Environment for cutover to the new Release.

• Coordinate with Customer to determine the range of periods of historical data that need to be upgraded.

• Document all service requirements for the project, including the CETM assessment, Upgrade path, and details of the final Production Environment.

• Manage and track project plan tasks assigned to Oracle.

• Manage and track the issues, risks, and personnel required for the Upgrade Services.

• Conduct project status calls.

• Provide an initial escalation contact for Upgrade Services project issues.

• Customer will:

  • Provide all necessary project management personnel to ensure coordination of Customer's business activities with the Upgrade Services project.

  • Establish a suitable governance structure for the project and on-going operation of the Environment.

  • Provide a single point of contact for project management reporting, issue management, and risk management.

  • Coordinate with Oracle to establish a project plan for delivery of Upgrade Services.

  • Coordinate with Oracle to determine the range of periods of historical data that need to be upgraded.

Section 3: Upgrade

Customer is solely responsible for all functional changes included in the Upgrade and acknowledges that Customer's Environment will be unavailable during the execution of the Upgrade.

3.1 Services Management

• Oracle will:

  • Provide guidance on Upgrades, Releases, training, Certified Configuration requirements, and general standards applicable to the On Demand Services.

  • Obtain Customer acceptance for key Upgrade Services deliverables.

• Customer will:

  • Manage and coordinate Customer's resources, including Third Parties whom Customer has designated to participate in the Upgrade.

  • Ensure that the existing Production Environment to be upgraded is fully functional, including from an applications perspective, prior to the commencement of Upgrade testing.

  • So as not to disrupt the Upgrade Services, cease or modify any development effort with current or future impact to the Oracle Programs in the Production Environment to be upgraded, including but not limited to patching, Upgrades, or enhancements.

  • Make no significant changes in the use of the existing Production Environment once the technical portion of the Upgrade Services commences, including but not limited to, adding new business areas, countries or modules or significant increases in the volume of data or data loads; however, Customer may continue to use the existing Production Environment for normal business activities consistent with such use prior to the commencement of the Upgrade Services project.

3.2 Upgrade

• Oracle will:
In collaboration with Customer, execute:

- Two test Upgrades on Customer's Non-Production and Production Support Environments.
- One final upgrade of Customer's Production Environment.
- Perform the second test Upgrade on hardware similar to that of the Production Environment to confirm that there are no connectivity or firewall issues.
- In collaboration with Customer, execute a conference room pilot test, and a User Acceptance Test prior to applying the Upgrade to Customer's Production Environment.
- If Oracle determines that it is necessary, provide platform and technology stack Upgrades.
- Work with the Customer to facilitate resolution of issues identified during User Acceptance Testing.
- Perform basic health checks to validate access to the Production Environment.
- Identify any Services Options required to support the delivery of Upgrade Services, including, but not limited to, additional storage and additional environments.

Customer will:

- Evaluate the R12 functionality and determine any impact on current business workflows and CEMLIs.
- Provide hardware required to execute step 3.2.A.ii.
- Perform basic functionality testing following an initial test Upgrade.
- Perform User Acceptance Testing on subsequent test Upgrades and the Upgrade to the Production Environment.
- Work with Oracle On Demand to resolve issues identified during User Acceptance Testing.
- Work with Oracle Support to identify and resolve functional issues arising from the Upgrade testing.
- Acquire services as deemed necessary to upgrade and/or modify CEMLIs as part of the Upgrade.
- Purchase any Services Options required to support the delivery of Upgrade Services, including, but not limited to, additional storage and additional environments.

Section 4: Production Readiness and Post Go-Live Support

4.1 Implementation

- Oracle will:
  - Complete a DBA system assessment of the upgraded Production Environment.
  - Confirm that the Production Environment satisfies all requirements necessary to obtain Production Ready Status and thus support its first use for production purposes ("Go-Live").
  - Obtain Customer's acceptance to proceed to Production Go-Live.
  - Resolve issues for 30 days post Production Go-Live to confirm proper functioning of the upgraded Environment.
  - At the end of the 30-day period, transition the management of the upgraded Oracle Programs to Oracle On Demand Production Support.
  - Lead an After-Action Review (AAR) with Customer.

- Customer will:
- Purchase any additional storage, hardware, or any other Services Options required for the upgraded Environment.
- Assist with changes to the Environment as required to meet Oracle's system assessment requirements.
- Provide written approval to proceed to Production Go-Live.
- Participate in an After-Action Review with Oracle On Demand.

Section 5: Network Access
Customer shall utilize the network connectivity as described in the Network and Connectivity Standards Schedule to the On Demand Services Exhibit. Oracle shall not be responsible for network connections or issues, problems or conditions impacting Upgrade Services arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an Internet Service Provider or other network connection.

Section 6: Third Party Software
Customer is solely responsible for completing any modifications or upgrades to Third Party Software and/or CEMLiS that are required to comply with Oracle On Demand or Release R12 standards.

6.1 CEMLi Upgrade
CEMLiS implemented as part of Customer's existing Environment should be reduced where possible. However, if the CEMLiS are required, the CEMLiS may need to be updated to retain existing functionality. All CEMLiS that must be upgraded must achieve compliance with Oracle's Certified Configuration.

Oracle recommends that Customer contract with an appropriate third-party experienced with upgrading CEMLiS to satisfy Oracle's Certified Configuration.

- Oracle will:
  - Provide Customer with the required standards with which the upgraded CEMLiS must comply.
  - Install CEMLiS into the Production Support Environments and Production Environments.

- Customer will:
  - Complete all work required to upgrade Customer's CEMLiS to Oracle's On Demand standards.
  - Install CEMLiS into Non-Production Environments.
  - Triage and resolve issues that arise during and after the installation of CEMLiS in the Production Environment and Production Support Environment.

6.2 Third Party Software
This section applies if Third Party Software currently resides in Customer's Environment and shall continue to reside in Customer's Environment following the Upgrade. Customer is solely responsible for upgrading Third Party Software, except as described below. Customer is also required to acquire and maintain the necessary licenses and technical support for such software.

For any Third Party Software that is approved by Oracle for upgrade via the Change Management process, Oracle's responsibilities are limited to the following:

- Oracle will:
  - With guidance and instruction from Customer, enable Third Party Software approved by Oracle in the upgraded Production Environment.
7. Assist Customer and vendors of the approved Third Party Software as necessary to facilitate troubleshooting of such software in connection with the Upgrade.

7. Customer will:

7.1 Provide Oracle with guidance and instructions to enable the functioning of Third Party Software.

7. Coordinate with Oracle and vendors of Third Party Software as necessary to facilitate troubleshooting of Third Party Software in connection with the Upgrade.

Section 7: Miscellaneous

7.1 Term of Services

Unless stated otherwise in the Exhibit, Upgrade Services will commence on the effective date of the Ordering Document. Delivery of services will take place from a date ("Project Start Date") mutually agreed upon by Customer and Oracle and will end 30 days after the production Go-Live date ("Project End Date"). The Project End Date may be extended at Oracle's sole discretion. Oracle is not obligated to provide Upgrade Services beyond the earlier of the date stated in the exhibit or one year.

7.2 Exclusions

The following services, among others, are not included in the Upgrade Services performed by Oracle.

- Integrations
  - Modification of existing integrations in one Environment to another Environment.
  - Implementation of new integration methodologies.

- CEMLI Certification/Quality Assurance
  - CEMLI design validation and performance optimization.
  - Documentation of CEMLI functionality before, during, or after the delivery of Upgrade Services.

- CEMLI Production Support and Management
  - Diagnosing, triaging, creating test cases, working on bug fixes or performing impact analysis of bug fixes, patches and upgrades.

- Future CEMLI Enhancement
  - Designing advisory services and development assistance for future CEMLIs.
  - Modifications to support new business practices.