

Service Schedule

Rimini Street Browser Proxy Software and License

(“Browser Proxy Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this Browser Proxy Service Schedule without definition shall have the respective meanings specified in the Order.

1. Services

Rimini Street will provide Client with the support services for the Browser Proxy Software (defined in Section 2 below) as set forth in this Section 1, subject to the capitalized definitions and additional terms set forth in Sections 4 and 5 below (hereafter collectively referred to as “**Services**”). The purpose of the Browser Proxy Software is to address the issues of interoperability and compatibility of Client’s ERP System(s) and various web browsers.

A. Installation and Configuration. Rimini Street will install and configure the Browser Proxy Software for use with Client’s ERP System, including Client access to web server software, compatibility programs, compatibility rules, and accompanying documentation. Rimini Street will provide up to eighty (80) hours of support for the installation and configuration of the initial instance of the Browser Proxy Software.

B. Functional Support. Rimini Street will assist with resolving functional issues with the translation of Java applet functionality into web start functionality. The current Java applet feature and function set is the base line for such issues. Additionally, Rimini Street will provide support for resolving HTML rendering issues. The base functionality will be to render content on new browsers in the same way such content was presented in older browsers that were certified to work with the older HTML.

C. Updates. Rimini Street will provide Updates to the Browser Proxy Software.

2. Software License

During the Rimini Connect Period, Rimini Street grants Client a license to web server software, compatibility programs, compatibility rules, and accompanying documentation to support interoperability between Client’s ERP System(s) and web browser software (the “**Browser Proxy Software**”) pursuant to the License Agreement in Attachment A, attached hereto.

3. Service Level Agreement

During the Rimini Connect Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Issue (P1) cases. Response time commitment for a first live conversation with a Rimini Street engineer after Client contacts Rimini Street with a request for support on a Critical Issue case is ten (10) minutes or less. Client will be entitled to receive support for all other Issues during Rimini Street Business Hours as specified in applicable Covered Products Annexure for this Service. Response time commitments and communication update intervals for each Issue are detailed in Table 1 below. Business Impact Guidelines for each Client Priority Level are detailed in Table 2 below.

Further, Rimini Street will provide Client with at least one Named Primary Support Engineer. Client’s Named Primary Support Engineer shall be the point of contact at Rimini Street for Client’s personnel and agents reporting and working to resolve Issues with the Licensed Products during the Rimini Connect

Period. When Client's Named Primary Support Engineer is unavailable due to on-call rotations or days off, a temporary on-call Named Primary Support Engineer shall be available to Client.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	10 Elapsed Minutes	Every 2 Elapsed Hours
Serious Issue	Priority 2	15 Elapsed Minutes	Every 4 Business Hours
Standard Issue	Priority 3	1 Business Day	Every 5 Business Days
Q&A	Priority 4	1 Business Day	As appropriate

*If resolution of an Issue is dependent upon some interim measure, such as developing a software patch, etc., an alternative communication update commitment may be defined and agreed upon with Client.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Issue where a supported Licensed Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Licensed Product unusable; or Issue has a major impact to external client/customer; or Issue is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.
Priority 2	Issue where a supported Licensed Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Issue where a Licensed Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3	Issue where a single user is unable to use a Licensed Product or a component of a Licensed Product that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Licensed Product that leads to a minimal loss of functionality, capacity or performance; or A feature is unavailable where another can be readily used (e.g., routing to a different printer).
Priority 4	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

4. Resources and Responsibilities of the Parties

The Parties will provide the resources and have the responsibilities set forth in this Section in supporting Rimini Street's performance under this Browser Proxy Service Schedule. Client agrees that Rimini Street's ability to perform hereunder is materially dependent on Client's timely performance of Client's obligations under this Browser Proxy Service Schedule.

A. Facilities and Equipment (Business Requirements). All Services will be performed remotely unless specifically requested by the Client and agreed to by the Parties. Remote access will be provided to a designated jump box within the customer network for performing Services on a development or test environment. Rimini Street will work with Client's IT and security teams to use the existing VPN connections for remote access to the Test Server.

B. Environments. All Services will be performed on a development or test network.

C. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to access, install, work with, configure, test, and possibly modify the

Client's ERP System in order to render Services pursuant to this Browser Proxy Service Schedule. Accordingly, Client shall provide Rimini Street with remote access to one or more non-production development and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Client's ERP System, together with all license codes and other software required for their proper operation (each a "**Non-Production Environment**"). Each Non-Production Environment and remote access connectivity thereto, must meet the technical requirements provided by Rimini Street to Client, which may evolve and change over time due to changes in technology, connectivity options, Client's Non-Production Environment or other reasons ("**Technical Requirements**"). Client understands and agrees that Rimini Street will be unable to access Non-Production Environments until Client confirms compliance in writing with current Technical Requirements.

D. Technical Requirements

- I. Physical or VMWare Virtual Server Requirement for Browser Proxy Server.** Client must provide one (1) physical or virtual host server for testing. The test server must be a fully functional Windows 2012 or 2016 server with a minimum of 8 CPU cores and 8GB of Memory. This test server must have internet access capability.
- II. Accounts & Connectivity.** Access to the Browser Proxy server will be from Rimini Street's Secure Client Gateway using existing protocol for remote access.
 - a. Continuous Access.** Client will provide continuous access to all test server systems for Rimini Street engineer personnel subject to maintenance and interruptions or downtime beyond the reasonable control of Client.
 - b. Administrator Access.** Client agrees to provide to Rimini Street sufficient administrator access rights and capabilities on the test server to perform the Services. Examples of required access rights include the ability to create, delete, copy, and move files or folders and install or uninstall applicable software. Root access will be required for operating system changes to support the virtualization effort. Accounts with "sudo" access will suffice if root is not available. Client warrants that the entity entering into the Order covering Services and Licensed Product described in this Browser Proxy Service Schedule is the valid license holder for the ERP System to which Rimini Street's Services relate and that Client has all applicable rights and licenses necessary to provide such access rights and capabilities to Rimini Street hereunder.

5. Additional Services Terms

The following additional terms apply to the Services described in this Browser Proxy Service Schedule:

- A. Definitions.** The following definitions are used throughout this Browser Proxy Service Schedule:
 - I. Browser Proxy Server:** The Browser Proxy Server is a single machine or group of machines, which are owned, leased or otherwise controlled by Client, and can refer to either Client's server or workstation.
 - II. ERP System:** Client's enterprise resource planning system listed in the applicable Covered Products Annexure for the Service identified in the Order as a Corresponding Service.
 - III. Licensed Product:** The Browser Proxy Software licensed to Client pursuant to Attachment A.

- IV. Issue:** An issue to be addressed pursuant to Section 3, Table 1 above that meets all of the following criteria: (i) found by Client in the Licensed Products and any updates thereto provided to Client by Rimini Street or its licensors; (ii) Client becomes aware of the Issue during the Rimini Connect Period and reports the Issue to Rimini Street during the applicable Rimini Connect Period; and (iii) meets one of the four Priority Level criteria set forth in Section 3, Table 2 above.
- V. Help Desk Support:** First line, simple corrective assistance by one or more individuals or a third-party organization designated and/or contracted by Client to be the first point of contact for Client's entire user population for Browser Proxy Software. Help Desk Support provides an initial front-line response to all Client user-reported cases, and resolves certain low-level user reported issues. Common issues to be resolved by Help Desk Support include general system information requests, Licensed Product user administration (e.g., user setup and security), Client-specific operational procedures, hardware issues and infrastructure availability (e.g., LAN, web, Internet Service Provider, application, and database access), and other similar activities.
- VI. System Administration Support:** In-depth technical and system administration support that includes technical troubleshooting, analysis, and resolution options for the Browser Proxy Software. System Administration Support services are more advanced than those generally provided by Help Desk Support and are typically staffed with product trained personnel experienced with the Browser Proxy Software. Issues with Browser Proxy Software reported by Client end users to Help Desk Support that are not fully resolved by Help Desk Support may be escalated to System Administration Support. System Administration Support may include assisting Help Desk Support with resolution of issues, independent System Administration Support diagnosis and resolution of more advanced issues, and/or installation and configuration of software workarounds, Upgrades, Updates or fixes made available and provided by Rimini Street. Issues not able to be resolved by System Administration Support may be escalated to Rimini Street.
- VII. Business Hour:** A single hour of time during the Rimini Street Business Hours specified in applicable Covered Products Annexure for this Service, Monday through Friday.
- VIII. Business Day:** Nine (9) Business Hours.
- IX. Elapsed Minutes:** Actual accrued time from a specific event (such as logging a case).
- X. Year:** Unless otherwise specified in the Order, a twelve-month time period.
- XI. Updates:** Releases to correct defects or deficiencies in the Browser Proxy Software or modifications that improve the Browser Proxy Software but do not substantially change the basic character or structure of the Browser Proxy Software.

B. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that the Browser Proxy Software performs within expectations of a set of defined user acceptance testing criteria prior to using or promoting the Browser Proxy Software into any production environment.

C. Interoperability Support. During the Rimini Connect Period, interoperability support will be remotely available to Client for the Browser Proxy Software, so long as the combination of products and platforms is supported and designed for compatible use with the Browser Proxy Software and such combination of products and platforms has been fully tested for proper interoperability prior to production rollout and go-live. Client is fully responsible for any interoperability issues related to third-party products that are incompatible with or that were not properly tested for proper operation with the Browser Proxy Software. Upon request, Rimini Street will provide, at an additional fee and with Client providing copies of all source and target software releases, interoperability testing for applications and operating systems that have not been tested by the applications licensor for proper operation with the Browser Proxy Software.

D. Other Client Responsibilities. Client is responsible for and shall provide Rimini Street with a minimum of seven (7) days' notice prior to Client performing any of the following operational maintenance: patching for all devices and systems set forth herein; maintaining current anti-virus definitions and protection on all machines; administering and managing the physical server and network resources; modifying or deleting content in the test server or change configurations; or managing minimum thirty (30) day rolling backups, and ad hoc backups/restores as requested.

E. Rimini Street Work Product. All deliverables under this Browser Proxy Service Schedule are designated separately and independently licensed Rimini Street works and services and not provided to Client as deliverables pursuant to the Terms of Service (See Section 3, "Ownership" of Attachment A). Nevertheless, the Browser Proxy Software shall be provided pursuant to the same indemnity rights and obligations provided for deliverables pursuant to the Terms of Service.

F. Additional Services or Software. Any services or software required by Client outside the defined Services in this Browser Proxy Service Schedule are expressly excluded from the scope of this Browser Proxy Service Schedule. Rimini Street will not perform out-of-scope services or provide out-of-scope software without Client's pre-approval in writing. If Client desires Rimini Street to provide additional out-of-scope services or software, such services and software will all be considered out of scope and subject to additional fees and separate agreements in the form of a new Order or amended Order will need to be executed by the Parties prior to Rimini Street performing such services or providing such software.

Attachment A to Browser Proxy Service Schedule

Rimini Street Browser Proxy Software License Agreement

**Important! Testing the Rimini Street Browser Proxy Software:
Client is responsible for system testing to assure that activities undertaken pursuant
to Rimini Street Browser Proxy Software perform as expected.**

This Attachment A – Rimini Street Browser Proxy Software License Agreement (“**License Agreement**”) is issued pursuant to the Order setting out Client’s order of Rimini Street Browser Proxy Software and License. Unless otherwise indicated herein, capitalized terms used in this Attachment A without definition shall have the respective meanings specified in the Terms of Service and all section, exhibit, and attachment references in this Attachment A shall be to applicable sections, exhibits, and attachments of the Terms of Service or Browser Proxy Service Schedule, as applicable. In the event of a conflict between the terms of this License Agreement, the Terms of Service and the Browser Proxy Service Schedule, the terms of this License Agreement shall control.

1. General

Subject to Client’s performance of Client’s obligations under the Terms of Service, Browser Proxy Service Schedule and this License Agreement, Rimini Street will provide Client access to the Browser Proxy Software to be used pursuant to the below License Grant. The Browser Proxy Software is provided to Client by Rimini Street for use only under the following terms and conditions of this License Agreement. Client assumes sole responsibility for system testing, installation, use and results of the Browser Proxy Software.

2. License Grant

A. License Grant. During the Rimini Connect Period, and subject to the terms and conditions of this License Agreement, Rimini Street grants Client a revocable, non-transferable, non-assignable, non-exclusive license to use the Browser Proxy Software, associated documentation, and updates provided by Rimini Street from time to time, solely to support the interoperability and compatibility of the ERP System(s) set forth in the Browser Proxy ERP System and various web browsers. This license to use the Browser Proxy Software provides **one (1)** enterprise site license for use at Client’s locations in the countries supported listed in applicable Covered Products Annexure for this Service. Any use beyond this express grant shall require written authorization from Rimini Street.

B. Restrictions. Client agrees that it shall not, directly or indirectly: (i) alter, adapt, modify, improve, and/or create derivative works, in whole or in part, from the Browser Proxy Software; (ii) sell, lease, distribute, grant access, license or sublicense, in any way, in whole or in part, the Browser Proxy Software to any third party; or (iii) decompile, disassemble, re-program, analyze, reverse-engineer, or attempt to write or develop any derivative work or any other software based upon the Browser Proxy Software, in whole or in part.

C. Third Party Software. Client acknowledges that the Browser Proxy Software may contain software licensed by Rimini Street from third parties, including open source software, and that additional obligations may apply under such third-party licenses. Client agrees to keep all license terms, copyright notices, and attribution notices intact as provided by Rimini Street in the distribution of the Browser Proxy Software.

3. Ownership

Client acknowledges and agrees that the Browser Proxy Software, including all alterations, adaptations, modifications, improvements, and/or derivative works thereto, in whole or in part, shall vest with and remain the exclusive property of Rimini Street and its third-party licensors. Rimini Street reserves any right not expressly granted to Client hereunder.

4. Transfer Control Compliance

Client represents and covenants that (a) Client (and its parents, subsidiaries, affiliates, employees, agents, or other third parties, as applicable) is in compliance with, in good standing under, and has not violated, any United States laws, including the Export Administration Regulations, the International Traffic in Arms Regulations, and the regulations administered by the Office of Foreign Assets Control of the Department of the Treasury, or other similar laws or any foreign country (collectively, the “**Transfer Control Laws**”); (b) Client (and its parents, subsidiaries, affiliates, employees, agents, or other third parties, as applicable) is not, and never has been, named as a “debarred” party, “denied person or entity,” “embargoed entity,” or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; (c) Client will immediately notify Rimini Street in the event that Client (and/or its parents, subsidiaries, affiliates, employees, agents, or other third parties, as applicable) is named as a “debarred” party, “denied person or entity,” or “embargoed entity,” or otherwise sanctioned under, or prohibited from engaging in activities subject to, the Transfer Control Laws; and (d) Client will not engage in transfers of the Browser Proxy Software except in full compliance with all applicable Transfer Control Laws, the Browser Proxy ERP System, and the Terms of Service.

5. Termination

Notwithstanding anything to the contrary, Rimini Street may terminate the Order in respect of the Services and Browser Proxy Software set out in the Browser Proxy Service Schedule if Client is in breach of any term, condition, or provision of this License Agreement. As of the effective date of such termination, Client shall have no license to use the Browser Proxy Software and shall immediately suspend its use of the Browser Proxy Software. Upon termination, and at Rimini Street’s request, a corporate officer of Client shall return to Rimini Street all copies of the Browser Proxy Software and certify that all such copies of the Browser Proxy Software have been returned to Rimini Street.

6. Disclaimer

THE BROWSER PROXY SOFTWARE IS PROVIDED “AS IS” AND RIMINI STREET DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE RELIABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND CLIENT’S ABILITY TO USE THE BROWSER PROXY SOFTWARE, EXCEPT WHERE SUCH DISCLAIMER IS NOT PERMITTED UNDER APPLICABLE LAW. RIMINI STREET DOES NOT WARRANT, GUARANTEE, OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF OR THE RESULTS OF THE USE OF THE SERVICES OR BROWSER PROXY SOFTWARE IN TERMS OF CORRECTNESS, ACCURACY, RELIABILITY, THAT THE OPERATION OF THE BROWSER PROXY SOFTWARE WILL BE UNINTERRUPTED OR ERROR FREE OR THAT THE BROWSER PROXY SOFTWARE WILL RESOLVE ALL INTEROPERABILITY OR COMPATIBILITY ISSUES.