

Service Schedule

Application Management Services for Oracle Hyperion ("AMS Hyperion Service Schedule")

Unless otherwise indicated herein, capitalized terms used in this AMS Hyperion Service Schedule without definition shall have the respective meanings specified in the Order and, if Services for this AMS Hyperion Service Schedule are bundled with a Rimini Support Service, the applicable Service Schedule for Oracle Hyperion and/or Oracle Technology Rimini Support Services.

1. Services

Rimini Street shall provide Client with certain support services as follows for the Covered Products subject to the capitalized definitions and additional terms found in Section 4 below (hereafter collectively referred to as "**Services**"):

A. Application Management Service Support. Rimini Street will provide application management service support for Incidents, which includes: Incident triage and resolution; major Incident management and problem determination; status communication throughout Incidents; error correction; user support; unit test scripts; performing the responsibilities set forth in the responsibility matrix in the applicable Covered Products Annexure for this Service; executing Service Requests for planned, standard changes with low impact and low risk to the system for items selected from the catalog of services located in Rimini Street's ITSM ("**Service Catalog**"); and performing routine basic maintenance activities as agreed upon by the Parties during the Transition Period set out in the Order (collectively, "**Application Management Services**").

B. Enhancement Services. Rimini Street will provide Enhancements as follows: provide Enhancements to the Covered Products as identified and prioritized by Client and ensure Enhancements will comply with Client's change management processes for migration into production.

Each Year of the Rimini Manage Period, Rimini Street will provide up to the number of Enhancement labor hours for Covered Products ("**Enhancement Hours**") as set forth in the applicable Covered Products Annexure for this Service. If Client has paid the Annual Support Fees for the next consecutive Year of the Rimini Manage Period, Client may elect to use Enhancement Hours from the next consecutive Year in the current Year of the Rimini Manage Period to cover Enhancement labor hours beyond the yearly allotment of Enhancement Hours identified in the applicable Covered Products Annexure for this Service. Any such Enhancement Hours used in the current Year of the Rimini Manage Period will be subtracted from the available Enhancement Hours in the next consecutive Year of the Rimini Manage Period.

Once per month, Rimini Street will make available information about the number of Enhancement Hours consumed in the month and in the Year of the Rimini Manage Period. At the end of each Year of the Rimini Manage Period, any unused Enhancement Hours will be forfeited with no credit given.

Once Client submits a request for an Enhancement in the ITSM, the request is prioritized by Client or Rimini Street, as applicable, and scoping for the Enhancement will begin once the request has been approved by both Client and Rimini Street. Once scoping for the Enhancement begins, Rimini Street shall utilize a minimum of two (2) Enhancement Hours for each logged request for an Enhancement, including time spent for scoping the request for the Enhancement. Should a request for an Enhancement require more than two (2) Enhancement Hours to complete, additional Enhancement Hours will be utilized in thirty (30) minute increments, rounding up to the nearest thirty (30) minute increment. For Enhancements estimated at twenty (20) hours or more to complete by Rimini Street, Rimini Street will request Client approval to continue work on the Enhancement if Rimini Street determines that the duration to complete the Enhancement will exceed twenty-five percent (25%) of the original duration given by Rimini Street for completion. Rimini Street will not continue work on such Enhancement without approval from Client.

C. Projects. Any request for an Enhancement that will require special skills or knowledge outside of the Application Management Services support for the Covered Products, as determined solely by Rimini Street, will be considered a separate project. A separate Order will be mutually agreed upon for each project and signed by both Parties before Rimini Street commences work for any such project. The service level agreements set forth in Section 2 below shall not apply to any project requested hereunder.

D. Transition to Application Management Service Support. Rimini Street shall perform the activities that it deems necessary to transition Client to application management service support ("**Transition Services**") and Client shall provide detailed information to Rimini Street as requested by Rimini Street to complete the Transition Services. Rimini Street anticipates the transition period will span an estimated period as set out in the Order, beginning on the Order Effective Date ("**Transition Period**"). The completion of the Transition Period is dependent on Client's assistance with the Transition Services, including timely provision of information or assistance requested by Rimini Street. Remote access must be established before Rimini Street can begin working on Incidents, Service Requests, or Enhancements. Transition Services will be performed remotely unless otherwise agreed by the Parties.

E. Rimini Street Watch Monitoring. This Section 1E and Attachment A hereto only apply where the applicable Covered Products Annexure for this Service specifies that Rimini Street Watch is included in the scope of Services. Rimini Street will install and configure Nagios XI Standard software ("**Nagios XI**") by Nagios Enterprises, LLC ("**Nagios**") to be used by Rimini Street to monitor Client's designated servers in connection with provision of the Services hereunder. Nagios XI is licensed to Client pursuant to the license terms set forth in Attachment A. The start of the installation and configuration of Nagios XI is dependent on Client's completion of, and compliance with, the Watch Technical Requirements described below and Rimini Street's validation thereof. Client shall complete the technical specifications and requirements set forth in the Watch Technical Requirements within eight (8) weeks of the Order Effective Date. Any server monitored by the Monitoring Server (the location designated by Client where Rimini Street will install and configure Nagios XI and the Rimini Street Watch monitoring system, hereinafter the "**Monitoring Server**") which will have multiple monitors enabled shall be hereinafter referred to as "**Rimini Street Watch Monitored Server(s)**." In the event that Client desires to move all existing monitors from an existing Rimini Street Watch Monitored Server to another server, Client shall notify Rimini Street in writing of any such one-for-one moves of Monitored Servers and the Parties will work together to schedule and complete the move of such Monitored Servers. The technical specifications and requirements for the Monitoring Server and connectivity to Client's system and network are set forth in the "**Watch Technical Requirements**" document to be provided to Client by Rimini Street. The Watch Technical Requirements are incorporated herein by reference in this AMS Hyperion Service Schedule. Client acknowledges that Rimini Street Watch Monitors used in Client's development, test and/or production Environments for the Covered Products require the same remote access to Client's Environments as set forth in Section 3.B below.]

2. Service Level Agreement

During the Rimini Manage Period, Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Incident (P1) cases and Critical Service Requests (P1). 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 Incident or Critical Service Request case is ten (10) minutes or less. Client will be entitled to receive support for all other Incidents and Service Requests during Rimini Street Business Hours as specified in the applicable Covered Products Annexure for this Service. Response time commitments and communication update intervals for each Incident are detailed in Section 2.A Table 1 below and for each Service Request in Section 2.B Table 1 below. Business Impact Guidelines for Incidents for each Client Priority Level are detailed in Section 2.A Table 2 below. Business Impact Guidelines for Service Requests for each Client Priority Level are detailed in Section 2.B Table 2 below.

Resolution SLAs will have a six (6) month stabilization period from the start of support go-live. During this time, SLAs will be used for internal tracking only. Data capture and measurement of SLA attainment will be tracked using data from the Rimini Street ServiceNow System. SLA attainment will be measured on a calendar quarter period.

A. Service Level Agreement (SLA) for Incidents¹

Table 1

Incident Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment ²	Resolution	Target
Critical Incidents	Priority 1	10 Elapsed Minutes	2 Elapsed Hours (Follow the Sun)	4 Elapsed Hours (Follow the Sun)	95%
Serious Incidents	Priority 2	15 Business Minutes	4 Business Hours	8 Business Hours	93%
Standard Incidents	Priority 3	1 Business Day	2 Business Days	3 Business Days	93%
Questions & Answers	Priority 4	1 Business Day	4 Business Days	5 Business Days	93%

Table 2

Client Priority Level	Business Impact Guidelines for Incidents ^{2*}
Priority 1 (P1)	Incident where a supported Covered Product is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Covered Product unusable; or Incident has a major impact to external client/customer; or Incident is impacting revenue or time sensitive regulatory compliance AND no acceptable workaround exists.
Priority 2 (P2)	Incident where a supported Covered Product's functionality has become limited or is working at marginally degraded capacity or performance for multiple users AND no acceptable workaround exists; or Incident where a Covered Product component is unavailable or is working at a severely degraded capacity/performance AND an acceptable workaround exists.
Priority 3 (P3)	Incident where a single user is unable to use a Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Incident that is not critical is encountered with the Covered 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 (P4)	General request for information or "how to" (Questions & Answers); or Report of event not causing impact to work operation or production.

¹Measured on a quarterly calculation with annual adjustments with initial six (6) month stabilization period. All references to Hours or Elapsed Hours in the Service Level Agreement means Business Hours unless otherwise stated.

²If resolution of an Incident 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.

B. Service Level Agreement (SLA) for Service Requests¹

Table 1

Service Request Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment ²	Fulfillment	Target
Emergency Request	Priority 1	10 Elapsed Minutes	Based on Service Type ⁴	Key Services ³	95%
Time Sensitive Request	Priority 2	15 Business Minutes	Based on Service Type ⁴	Key Services ³	93%
Routine Service	Priority 3	1 Business Day	5 Business Days	Based on Service Type ⁴	Not Applicable
Questions & Answers	Priority 4	1 Business Day	5 Business Days	Not Applicable	Not Applicable

Table 2

Client Priority Level	Business Impact Guidelines for Service Requests ²
Priority 1 (P1)	Emergency request where timing is critical -Service fulfillment is required for production environment -Time of service delivery is critical to the normal processing of a production service -Emergency requests are designed to be for exceptional circumstances likely revenue or security impacting -Response time is within 10 Elapsed Minutes, 24x7 -Updates are on a 'follow-the-sun' basis
Priority 2 (P2)	Request for a standard request where timing is important -Key Services ³ must be pre-defined Service Catalog items -Procedures are pre-defined and already agreed by Client and Rimini Street (standard change) -Delivery targets are pre-defined and already agreed by Rimini Street (times vary but targets are standard for all P2) -Can be production or non-production
Priority 3 (P3)	Request is for a standard request which is not time-bound -Not Key Services ³ (must be pre-defined Service Catalog items) -Delivery procedures must be pre-defined (standard change) -For example, off-cycle delivery of standard maintenance -Can be production or non-production -Machine-created Service Requests must default to P3
Priority 4 (P4)	General request for information or "how to" Questions & Answers inquiries Postponed Service Requests awaiting a window to be applied in a batch

¹Measured on a quarterly calculation with annual adjustments with initial six (6) month stabilization period. All references to Hours or Elapsed Hours in the Service Level Agreement means Business Hours unless otherwise stated.

²If resolution of a Service Request 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.

³Key Services will be identified and agreed upon by the Parties during the Transition Period.

⁴Service Type will be agreed upon by the Parties during the Transition Period.

3. Additional Client Obligations

A. Final Testing of Fixes and Updates. Client is responsible for all final system testing to assure that Rimini Street provided fixes and updates perform as documented with the Hyperion System before and after moving said fixes and updates into any production environment.

B. Access to Software. Client acknowledges that, in order for Rimini Street to provide the Services hereunder, Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products, which are used in the Hyperion Production Release (as well as the Target Hyperion Production Release for any upgrade project that Client undertakes), including development, test and production environment(s) and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this AMS Hyperion Service Schedule). Accordingly, Client shall provide Rimini Street with remote access to one or more production, non-production, development, and test environment(s), on servers owned, leased, or otherwise controlled by Client, that include the Covered Products and Client Archive, together with all license codes and other software required for their proper operation (each an “**Environment**”). Client shall also procure the necessary Covered Products licenses, seat or otherwise, to permit Rimini Street to access, install, work with, configure, test and possibly modify the Covered Products. Each 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 Environment(s) or other reasons (“**Technical Requirements**”). Client understands and agrees that Rimini Street will be unable to access the Environments until Client confirms compliance in writing with current Technical Requirements. Client represents and warrants that any Services related to Client’s Covered Products are permitted under Client’s relevant software vendor license(s) for the Covered Products.

C. Internal Client Support. Client is responsible for providing Help Desk Support and System Administration Support not covered by this AMS Hyperion Service Schedule (for example Operating System and Workstation administration). During the Transition Period, Client is responsible for addressing all Incidents while Rimini Street is conducting knowledge transfer activities.

I. Enhancements. With each Enhancement request, Client shall provide documentation that details the scope and intent of the Enhancement.

II. Other Responsibilities. Client is responsible for providing the following services: networking connectivity and hardware changes and fixes.

III. Facilities and Equipment Needed to Provide Remote Services. Client will provide remote access and dedicated administration machines with all necessary software for Rimini Street’s use in providing Services remotely.

IV. User Accounts & Access to Personnel. Client will create user accounts for Rimini Street personnel providing Services under this AMS Hyperion Service Schedule and grant the needed access and permissions to deliver the Services. Client also agrees to provide Rimini Street all required access to key personnel capable of transferring the business knowledge necessary for the delivery of the Services and any information required as part of the transition to the Services hereunder.

D. Service Request Authorization and Changes to Production Data. Client represents that Client personnel who submit Service Requests and Enhancement requests are authorized to request such Services on behalf of Client and that no additional approvals are needed from Client prior to Rimini Street performing such Services. Client acknowledges that certain Service Requests and Enhancement requests may result in changes to Client production data and Client hereby authorizes Rimini Street to make such changes. Client is responsible for all changes to Client production data made as a result of a Service Request or Enhancement request.

4. Additional Services Terms

All service terms and definitions found in the Service Schedule of the Service identified in the Order as the relevant Corresponding Service Schedule plus the following additional terms apply to the Services described in Section 1 of this AMS Hyperion Service Schedule:

A. Schedule: **Definitions.** The following definitions are used throughout this AMS Hyperion Service

- I. Business Hour:** A single hour of time during the Rimini Street Business Hours specified in the applicable Covered Products Annexure for this Service, Monday through Friday.
- II. Business Day:** Nine (9) Business Hours.
- III. Business Minutes:** Minutes during the Client Support Team Business Hours specified in the applicable Covered Products Annexure for this Service.
- IV. Covered Products:** The products listed in the applicable Covered Products Annexure for this Service.
- V. Elapsed Minutes:** Actual accrued time from a specific event (such as logging a case).
- VI. Enhancement:** A request from a user logged into the ITSM that initiates any change to the capabilities of the Covered Products from the previous specifications and can be accomplished with the skills and knowledge of the Rimini Street Application Management Services support team for the Covered Products, as determined solely by Rimini Street, via modification of the Covered Products using standard tools within the Covered Products.
- VII. Fulfillment:** Completion of a Service Request or Enhancement as agreed upon in the Service Catalog for a Key Service.
- VIII. Incident:** An unplanned interruption to an IT service or reduction in the quality of an IT service to be addressed pursuant to Table 1 of Section 2.A that meets all of the following criteria: (i) found by Client or Rimini Street in Covered Products or in any updates and fixes provided to Client by Rimini Street or Oracle or obtained by Client from Oracle for the Covered Products; (ii) Client or Rimini Street becomes aware of the Incident during the Rimini Manage Period and logs the Incident in the ITSM System during the applicable Rimini Manage Period; and (iii) meets one of the four Priority Level criteria set forth on Table 2 of Section 2.A.
- IX. ITSM:** The IT service management system set forth in the applicable Covered Products Annexure for this Service.
- X. Key Service:** A Service Request type that is identified in the Service Catalog as a Key Service. These service types are common, repeatable and time boxed task that are core to the running of the system.
- XI. Resolution:** Resolution of Incident or provide an acceptable workaround that allows for restoration of the service to an acceptable level, as determined by Rimini Street.
- XII. Resolution SLA:** Agreed upon time for resolution of an Incident based on priority of the Incident as defined in Section 2.A Table 1. Resolution time excludes the time the Rimini Street AMS team is waiting on information, approvals, or other information from Client as captured in the status of the support ticket, issues requiring product support engagement or third-party service providers.
- XIII. Service Request:** A request from a user logged into the ITSM that initiates a service action and can be accomplished with the skills and knowledge of the Rimini Street Application Management Services support team for the Covered Products, as determined solely by Rimini Street, via modifications of the Covered Products using standard tools within the Covered Products.

B. Third Party Products. For the avoidance of doubt, the Application Management Services in Section 1.A above includes support services only for interfaces between Client's Hyperion System and third-party products, but in no event does the Application Management Services in Section 1.A above include support for any third-party products. Rimini Street will not provide any fixes or updates for any third party, non-Oracle products used with, imbedded, integrated, or bundled with the Covered Products. For purposes of example only, such third-party products include, but are not limited to, operating systems, database systems, application servers, web servers, online processing tools, reporting tools, and analytic tools.

C. Assumptions. The Services set forth in this AMS Hyperion Service Schedule are contingent upon the information gathered during the scoping phase with Client and the Annual Support Fees have been calculated based on the information and assumptions set forth in the applicable Covered Products Annexure for this service, the items listed below and information in this AMS Hyperion Service Schedule. Rimini Street may conduct a review of ticket volumes at the end of Year 1 of the Rimini Manage Period. If such assumptions are not met, Client or Rimini Street desire to change an assumption, or the ticket volume exceeds the amount set forth in the applicable Covered Products Annexure for this Service or the ticket volume provided by Client during the scoping phase, Client and Rimini Street will renegotiate the stated assumptions and Annual Support Fees. Any changes to the assumptions and Annual Support Fees shall be set forth in a written amendment that is signed by Client and Rimini Street.

- I. All Services in this AMS Hyperion Service Schedule will be provided remotely unless otherwise agreed to in writing by Client and Rimini Street.
- II. All Services will be provided during the Rimini Street Business Hours/Time Zone set forth in the applicable Covered Products Annexure for this Service, unless otherwise agreed to in writing by the Client and Rimini Street.
- III. All Services will be provided in the language set forth in the applicable Covered Products Annexure for this Service, unless otherwise agreed to in writing by Client and Rimini Street.
- IV. At the sole discretion of Rimini Street, Services will be provided using Rimini Street's remote global staffing model, which includes resources in India, Brazil, Mexico, United States, Canada, Australia, Japan, and South Korea. Rimini Street, at its discretion, may add resources in additional countries at any time.
- V. Remote access to Client's Environments set forth in Section 3.B above must be established in order for the Services to be provided.
- VI. Rimini Street will only provide to Client the Services defined in Section 1 above.
- VII. Rimini Street will not have access to the operating systems of Client's environments.
- VIII. The Service Level Agreements in Section 2 above apply following the end of the six (6) month stabilization period.

D. Client will be entitled to receive support twenty-four (24) hours a day, seven (7) days a week (including major holidays) for Critical Incident (P1) cases and Critical Service Requests (P1) as set forth in Section 2 above. Client will be entitled to receive support for all other Incidents and Service Requests (P2 – P4) during Rimini Street Business Hours set forth in the applicable Covered Products Annexure for this Service, unless otherwise agreed to in writing by Client and Rimini Street.

E. ITSM Availability and Integration. Rimini Street shall provide a web-based ITSM system for the purpose of logging and managing Incidents described in Section 1.A. In the event Client's ITSM system is set forth in the applicable Covered Products Annexure for this Service, Rimini Street will need the ability to bi-directionally move Incident, Service Request and Enhancement request data between Client's ITSM system and Rimini Street's ITSM system. Client is responsible for ensuring 24x7 access and availability to Client's ITSM system. In the event Client's ITSM system is set forth in the applicable Covered Products Annexure for this Service, the Parties will develop an integration between Client's ITSM system and Rimini Street's ITSM system during the Transition Period and Client will provide reasonable assistance in the building and testing of automated interfaces between the systems. Where the Order specifies that the Integration Fee is:

- I. included, the Annual Support Fee includes the Rimini Street fee for the first integration between Rimini Street's ITSM system and Client's ITSM system. If Client requests an integration with a different Client ITSM system, then an additional Rimini Street fee will apply for such integration.
- II. not included, the Rimini Street fee for an integration between Rimini Street's ITSM system and Client's ITSM system is not included in the Annual Support Fee and an additional integration fee will apply if an integration with Client's ITSM system is requested.

F. Exclusions. The Parties acknowledge that unless the activities are listed in the applicable Covered Products Annexure for this Service the following activities are not included in scope of Services, including but not limited to (see also Section 4.G below): creating, installing or applying patches, installing or applying third party vendor upgrades, creating data backups, restores, and implementation of disaster recovery plans or solutions. Client understands and acknowledges that the scope of the Services expressly excludes support for any object Incidents other than for those listed as covered in the applicable Covered Products Annexure for this Service.

G. Additional Services or Software. Any services or software required by Client outside the defined Services in this AMS Hyperion Service Schedule are expressly excluded from the scope of this AMS Hyperion 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, including any additional tools such as security programs, platforms or software, such services and software will all be considered out of scope and subject to additional fees. If such out-of-scope services are desired by Client, a new Order or Order Amendment will need to be executed by the Parties prior to Rimini Street performing such services. If the applicable Covered Products Annexure for the Service identified in the Order as the Corresponding Service is modified or amended, such changes shall be detailed in an amendment to the Order for Services under this AMS Hyperion Service Schedule and shall be subject to additional fees as set forth in this AMS Hyperion Service Schedule.

H. Trade Names. The Oracle name, Oracle product names, and Oracle release names are trademarks of Oracle Corporation. All other names and product names are the property of their respective owners.

Attachment A to AMS Hyperion Service Schedule

License for Rimini Street Watch

This license for Rimini Street Watch enhanced with technology from Nagios (“**Rimini Street Watch License**”) is issued pursuant to the Order setting out Client’s order of the Services detailed in the AMS Hyperion Service Schedule. Unless otherwise indicated herein, capitalized terms used in this Rimini Street Watch License without definition shall have the respective meanings specified in the Order, the Terms of Service and AMS Hyperion Service Schedule.

1. General

Rimini Street will provide to Client the Rimini Street Watch for Oracle Database product (“**Software**”) to be used pursuant to the license grant specified in Section 2 below.

The terms contained in this Attachment A, together with the terms specified at https://assets.nagios.com/agreements/Nagios_Software_License.pdf (the “**EULA**”), the terms contained in the Terms of Service, and the terms contained in the AMS Hyperion Service Schedule (for purposes of this Rimini Street Watch License, these are collectively the “**License Agreement**”) shall govern the licensing by Rimini Street of the Software to Client. Notwithstanding anything to the contrary, in the event of a conflict between this Rimini Street Watch License, the EULA, the Terms of Service, and the AMS Hyperion Service Schedule, only with regard to terms within this Rimini Street Watch License, this Rimini Street Watch License shall take precedence.

2. License Grant

A. The Software is designated as an independently licensed software product and not provided to Client as Rimini Street Work Product pursuant to the Terms of Service.

B. Subject to the terms and conditions of the License Agreement, Rimini Street hereby grants to Client a non-exclusive, non-transferable right to use the Software for Client’s internal business purposes, and Upgrades (for the purpose of the License Agreement, use of the Software includes the right to install and access the Software and Upgrades). Client may make backup/archival copies of the Software provided these copies are not installed or used on any Computer. Client may not sell, assign or transfer any copy of the Software, except where specifically set forth in the applicable license terms (such as in the applicable FOSS Code licenses included with the Software pursuant to Section 5 of this Attachment A below). Any copies that Client is permitted to make pursuant to this License Agreement must contain the same copyright and other proprietary notices that appear on or in the Software. Except as provided for above, Client may not copy the Software. Any non-compliance with the above stated obligations is considered to be a material breach of this License Agreement.

C. Client may not, and Client may not cause or allow any third party to: (i) decompile, disassemble or reverse-engineer the Software or create or recreate the source code for the Software in contravention of the EULA or this Attachment A; (ii) remove, erase, obscure, or tamper with any copyright or any other product identification or proprietary rights notices, seal, or instructional label printed or stamped on, affixed to, or encoded or recorded in or on any Software; or fail to preserve all copyright and other proprietary notices in all copies of the Software made by Client; (iii) lease, lend or use the Software for timesharing or service bureau purposes, sell, market, license, sublicense, distribute, or otherwise grant to any person or entity any right to use the Software except to the extent expressly permitted in the License Agreement; or use the Software to provide, alone or in combination with any other product or service, any product or service to any person or entity whether on a fee basis or otherwise; (iv) modify, adapt, tamper with, translate, or create derivative works of the Software; combine or merge any part of the Software with or into any other software; or refer to or otherwise use the Software as part of any effort to develop software (including, without limitation, any routine, script, code, or program) having any functional attributes, visual

expressions, or other features similar to those of the Software or to compete with Rimini Street or its licensors; (v) except with Rimini Street's prior written permission, publish any performance or benchmark tests or analysis relating to the Software; or (vi) attempt to do any of the foregoing. Client may not run or operate the Software in a cloud, Internet-based computing, or similar on-demand computing environment unless Client is licensed for such use specifically.

3. Limited Warranty

A. Rimini Street provides the Software with equivalent warranty to that provided by Nagios in the EULA.

B. THE ABOVE LIMITED WARRANTY WILL NOT APPLY IF: (i) THE SOFTWARE IS NOT USED IN ACCORDANCE WITH THIS LICENSE AGREEMENT OR THE DOCUMENTATION, (ii) THE SOFTWARE OR ANY PART THEREOF HAS BEEN MODIFIED BY ANY ENTITY OTHER THAN RIMINI STREET OR ITS LICENSORS, OR (iii) A MALFUNCTION IN THE SOFTWARE HAS BEEN CAUSED BY ANY EQUIPMENT OR SOFTWARE NOT SUPPLIED BY RIMINI STREET OR ITS LICENSORS. EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, THE SOFTWARE IS PROVIDED "AS IS" AND RIMINI STREET MAKES NO REPRESENTATIONS OR WARRANTIES, AND RIMINI STREET DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE IN TRADE, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, OR SYSTEMS INTEGRATION. WITHOUT LIMITING THE FOREGOING, RIMINI STREET MAKES NO WARRANTY, REPRESENTATION, OR GUARANTEE AS TO THE SOFTWARE'S USE OR PERFORMANCE AND DOES NOT WARRANT, REPRESENT, OR GUARANTEE THAT THE OPERATION OF THE SOFTWARE WILL BE FAIL-SAFE, UNINTERRUPTED, OR FREE FROM ERRORS OR DEFECTS OR THAT THE SOFTWARE WILL PROTECT AGAINST ALL POSSIBLE THREATS.

4. Term

The term of the Software license in this Attachment A will be governed by the relevant Nagios EULA. Notwithstanding anything to the contrary, Rimini Street may terminate the Order in respect of the Services and Software set out in the AMS Hyperion Service Schedule if Client is in material breach of any term, condition, or provision of this Attachment A or the License Agreement and such breach is not cured within thirty (30) days after the provision of written notice by Rimini Street to Client of such breach.

5. Ownership

The Software, including, without limitation, its object code and source code, whether or not provided to Client, is strictly confidential to Rimini Street and its licensors. Rimini Street (or its licensors) owns exclusively and reserves all – and Client may not exercise any – right, title, and interest in and to the Software, including, without limitation, all intellectual property rights in and to the Software except to the extent of the limited Software use license granted to Client in the License Agreement. The License Agreement is not an agreement of sale, and no title, intellectual property rights, or ownership rights to the Software are transferred to Client pursuant to the License Agreement. Client acknowledges and agrees that the Software and all ideas, methods, algorithms, formulae, processes, and concepts used in developing or incorporated into the Software, all future Upgrades, and all other improvements, revisions, corrections, bug-fixes, hot-fixes, patches, modifications, enhancements, releases, detection definition files, signature sets, upgrades, and policy and database updates and other updates in, of, or to the Software, all derivative works based upon any of the foregoing, and all copies of the foregoing are trade secrets and proprietary property of Rimini Street and its licensors, having great commercial value to Rimini Street and its licensors. The Software may include components (including, without limitation, programs, applications, tools, utilities, libraries, and other programming code) that are made available from third parties under a free or open source software licensing model ("FOSS Code") and additional obligations may apply under such third-party licenses. By distributing the Software, Rimini Street distributes and passes through the terms and

conditions of such licenses to Client. Client's receipt of FOSS Code components from Rimini Street under the License Agreement neither enlarges nor curtails Client's rights or obligations defined by the FOSS Code license applicable to the FOSS Code component. Copies of the FOSS Code licenses for FOSS Code components included with the Software are included with or referenced in the Software's documentation. The Software and accompanying documentation are deemed to be "commercial computer software" and "commercial computer software documentation," respectively, pursuant to DFAR Section 227.7202 and FAR Section 12.212, as applicable. Any use, modification, reproduction, release, performance, display or disclosure of the Software and accompanying documentation by the United States Government shall be governed solely by the terms of the License Agreement and shall be prohibited except to the extent expressly permitted by the terms of the License Agreement.

6. Audit

Pursuant to the EULA and upon reasonable notice, but with no less than ten (10) days advance written notice, Rimini Street may verify Client's compliance with the terms of the License Agreement. Such audit will be conducted in a manner that minimizes disruption to Client's business, and may be conducted during normal business hours. Rimini Street may use an independent auditor to conduct the audit provided that Rimini Street has a written confidentiality agreement in place with such auditor.

7. Export Control Compliance

Client acknowledges that the Software is subject to United States and, when applicable, European Union export regulations. Client shall comply with applicable export and import laws and regulations for the jurisdiction in which the Software will be imported and/or exported. Client shall not export the Software to any individual, entity, or country prohibited by applicable law or regulation. Client is responsible, at its own expense, for any local government permits, licenses, or approvals required for importing and/or exporting the Software. If Rimini Street receives notice that Client is or that Client becomes identified as a sanctioned or restricted party under applicable law, Rimini Street will not be obligated to use the Software in connection with the AMS Hyperion Service Schedule if such performance would result in violation of the sanctions or restrictions.