

# Service Schedule

## Database Support Services ("DB Service Schedule")

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

### 1. Services

Rimini Street shall provide Client with certain support services and certain deliverables (hereafter collectively referred to as "**Services**") as follows for the Covered Products:

**A. Product Support.** Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of Client's Covered Products. Since Client does not have access to source code for the Covered Products, product support specifically excludes the development and delivery of code changes, code fixes, and code updates of any kind for the Covered Products.

**B. Installation Support.** Rimini Street will provide advice and recommendations for reinstallations and configuration of the Covered Products if required as a result of an Issue with Client's development, test, or production environments.

**C. Interoperability Support.** Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the Covered Products and Client's server operating system.

**D. Performance Tuning Support.** Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the Covered Products using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client's server operating system.

**E. Upgrade Process Support.** Rimini Street will provide upgrade process support from Client's current Production Release to any Target Production Release listed in the applicable Covered Products Annexure for this Service and generally available from the original software vendor prior to termination of Client's original software vendor support services agreement for the Covered Products. Rimini Street will make upgrade support available to any such Target Production Release for at least fifteen (15) years after the Order Effective Date, provided the Services remain in effect without interruption during said fifteen (15) year period.

**F. Archiving Assistance.** Provided that Client's support services agreement for the Covered Products has not expired (the expiration date hereinafter referred to as the "**Maintenance End Date**"), Rimini Street shall assist Client in identifying and obtaining copies of the Covered Products, software updates to the Covered Products, and other support-related materials for the Covered Products. Accordingly, Client designates Rimini Street as an authorized, designated support contact and shall provide Rimini Street with all temporary logins and passwords needed to access the applicable customer website(s) as Client's limited agent for the purpose of identifying and obtaining selected support-related materials for the Covered Products (collectively referred to as the "**Client Archives**"). Client's authorization of Rimini Street's limited agency and right to utilize the provided logins and passwords shall expire on the earlier of: (i) the Maintenance End Date; (ii) when the Client Archives are obtained; or (iii) upon receipt by Rimini Street of written notice from Client terminating Rimini Street's limited agency and authorization. Client shall also provide Rimini Street with remote access to a file storage location where the Client Archives will be transferred once obtained from the applicable customer website(s) (the file storage location referred to as the "**Client Archive Repository**"). The Client Archive Repository and remote access connectivity thereto must meet the technical guidelines provided by Rimini Street to Client.

## 2. Service Level Agreement

During the Rimini Support 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 the 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 Covered Products during the Rimini Support 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 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 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 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 Issue where a Covered 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 Covered Product or a component of a Covered Product that is necessary for the user to perform their primary work activities; or Issue 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	General request for information or "how to" (Q&A); or Report of event not causing impact to work operation or production.

### 3. Certification

Client certifies that the Annual Support Fee for Year 1 of the Rimini Support Period (prior to any Rimini Street discounting for multi-year pre-payment) is no less than 50% of the total maintenance fees being charged by, and reflected in the most recent invoice(s) received from, the original software vendor (excluding all applicable taxes) for the Covered Products covering the twelve (12) month period preceding the MED ("**Maintenance Invoices**"). Client further certifies that the Covered Products, including but not limited to the license metrics and user counts of such products, are identical to those products covered by the Maintenance Invoices. For purposes of clarity, Client agrees that the Covered Products do not, and shall not, have any additions to or omissions from the products covered in the Maintenance Invoices.

### 4. Additional Client Obligations

**A. Final Testing of Fixes and Updates.** Client is responsible for all final system testing to assure that Rimini Street changes perform as documented with the Covered Products before implementing said changes in any production environment.

**B. Access to Software.** Client acknowledges that Rimini Street may need to access, install, work with, configure, test, and possibly modify certain Covered Products and Client Archives in order to render Services pursuant to this DB Service Schedule, and Client hereby authorizes Rimini Street to do so. Client shall provide Rimini Street with remote access to one or more non-production test environment(s) that include the Covered Products and Client Archives (if any), 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.

**C. Work Product License Use Clarification.** Notwithstanding anything to the contrary in the Agreement, Client may provide Client's employees or a third party access to Rimini Street Work Product for the sole purpose of supporting the Covered Products in the event that Client, pursuant to the terms of the Agreement, chooses to terminate the Order in respect of the Services provided under this DB Service Schedule and undertake self-support or contract with a different service provider to provide support and maintenance services for the Covered Products. In such event, Client shall bind such employee or third party to obligations of non-disclosure and restricted use which are no less stringent than those contained in the Agreement.

**D. Internal Client Support.** Client is responsible for providing Help Desk Support and System Administration Support.

### 5. Additional Services Terms

The following additional terms apply to the Services described in Section 1:

- A. Definitions.** The following definitions are used throughout this DB Service Schedule:
- I. Production Release:** The Covered Products release level that Client is currently using in its live, production environment, as specified in the applicable Covered Products Annexure for this Service as the current release.
  - II. Covered Products:** The individual product modules licensed to Client and set forth in the applicable Covered Products Annexure for this Service.

- III. **Issue:** An issue to be addressed pursuant to Section 2, Table 1 above that meets all of the following criteria: (i) found by Client in the Covered Products or in any changes provided to Client by Rimini Street or the original software vendor for the Covered Products, or obtained by Client from the original software vendor for the Covered Products, up through the date that Client terminates its original software vendor support services agreement for the Covered Products; (ii) Client becomes aware of the issue during the Rimini Support Period and reports the issue to Rimini Street during the applicable Rimini Support Period; and (iii) meets one of the four Priority Level criteria set forth in Section 2, Table 2 above.
- IV. **Target Production Release:** The Covered Products release level that Client is planning to upgrade to as its next, live, production environment, as specified in the applicable Covered Products Annexure for this Service as a target release.
- V. **Help Desk Support:** Means 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 the Covered Products. 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, Covered 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 similar activities.
- VI. **System Administration Support:** Means in-depth technical and system administration support that includes technical troubleshooting, analysis and resolution options for the Covered Products. System Administration Support services are more advanced than those generally provided by Help Desk Support and typically staffed with product trained personnel experienced with the Covered Products. Issues with Covered Products 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, 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 the 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).

**B. Third Party Products.** Rimini Street is not able and will not provide any fixes or updates to any third party products used with, imbedded, integrated or bundled with the Covered Products. The scope of this DB Service Schedule expressly excludes support for any object issues other than for those listed as covered in the applicable Covered Products Annexure for this Service.

**C. Installation Support.** Installation Support does not include any of the following: initial, first-time installations and configurations of Covered Products that the Client was not using in production on or before the Rimini Support Period; Project planning, advice, or recommendations relating to changes in the underlying system infrastructure (e.g., hardware or network configuration); nor installations of a new major release of a Covered Product performed as the first step in an upgrade project to a new production Covered Product major release.

**D. Interoperability Support.** Interoperability Support will be available to Client for its Covered Products so long as the combination of products and platforms is supported and designed for compatible use with the Covered Products 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 Client's Covered Products. Rimini Street will provide upon request, 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 Covered Products prior to the termination of Client's original software vendor support services agreement for the Covered Products.

**E. Performance Tuning.** Client is responsible for ensuring adequate and reasonable functional, scalability, and regression testing have been completed in development and test phases prior to production rollout and go-live of the Covered Products. Performance tuning support includes recommendations and advice for configuration, deployment model, and parameter settings for the Covered Products.

**F. Upgrade Support.** Client is responsible for requesting and receiving from the original software vendor for the Covered Products all licensed and available software releases that Client may wish to eventually utilize as a Target Production Release, as well as all related and available upgrade deliverables from the original software vendor for the Covered Products that include major upgrades, maintenance packs, family packs, minipacks, critical patch updates, interoperability patches (e.g., updated versions of third-party technology components or updated operating system versions), language patches and any documented patch dependencies, release notes, release documentation, and upgrade documentation. Rimini Street recommends that Client request each and every deliverable Client is entitled to under the terms of its software license agreement prior to the expiration date of Client's original software vendor support services agreement for the Covered Products.

**G. Upgrade Process Support.** Client is responsible for actual upgrade project planning, resourcing, and execution.

**H. Rimini Street Work Product.** All deliverables under this DB Service Schedule are considered Rimini Street Work Product as defined in the Terms of Service.

**I. Additional Consulting.** Any services required by Client outside the Services defined in this DB Service Schedule are expressly excluded from the scope of this DB Service Schedule. Rimini Street will not perform out-of-scope services without Client's pre-approval. If Client desires Rimini Street to provide additional out-of-scope services, 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.