

Service Schedule

PeopleSoft Support Services for Tax and Regulatory Updates

(“PST&R Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this PST&R 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 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. Named Primary Support Engineer. Rimini Street will provide Client with one (1) Named Primary Support Engineer. Client’s Named Primary Support Engineer shall be the single point of contact into Rimini Street for Client’s personnel and agents reporting and working to resolve Issues with the Tax and Regulatory Updates to 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.

B. Tax and Regulatory Updates. During the Rimini Support Period, Rimini Street will provide tax and regulatory updates for the Covered Products in the jurisdictions specified in the applicable Covered Products Annexure for this Service (“Tax and Regulatory Updates”). Tax and Regulatory Updates include, but are not limited to, payroll tax updates as needed for the “Payroll” product if this product is listed as a Covered Product. Tax and Regulatory Support also includes, but is not limited to, regulatory updates as needed for the “Human Resources” product if this is a Covered Product.

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.

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 Tax & Regulatory Update is completely unavailable to users or is working at a severely degraded capacity/performance level for multiple users that makes Tax & Regulatory Update 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 Tax & Regulatory Update'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 Tax & Regulatory Update 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 Tax & Regulatory Update or a component of a Tax & Regulatory Update that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with the Tax & Regulatory Update 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. 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 PeopleSoft System before moving said fixes and updates into any production environment.

B. Access to Software. Client acknowledges that Rimini Street may need, and Client therefore authorizes Rimini Street, to: (i) access, install, work with, configure, test, and possibly modify the Covered Products; and (ii) access the Covered Product files or materials that Client downloaded or otherwise obtained from Oracle prior to the Maintenance End Date (if any, and if Client requests that Rimini Street access such materials in rendering Services under this PST&R Service Schedule) ("**Client Archive**"). 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 Covered Products and Client Archive, 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 Usage. 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 Tax & Regulatory Updates for the Covered Products in the event that Client, pursuant to the terms of the Agreement, chooses to terminate the Order in respect of Services provided under this PST&R Service Schedule and undertake self-support or contract with a different service provider to provide support and maintenance services for the Tax & Regulatory Updates 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.

4. Additional Services Terms

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

- A. Definitions.** The following definitions are used throughout this Agreement:
- I. Client-Made Customized Code:** Changes or updates made by Client or Client's representatives to a PeopleTools objects, Micro Focus COBOL, SQR, Crystal Reports, and Visual Basic (VB) subroutines called from PeopleTools that vary from the standard, unmodified, but fix-mastered code line delivered by Oracle in its fix-mastered Applications.
 - II. Covered Products:** The individual product modules set forth in the applicable Covered Products Annexure for this Service.
 - III. Crystal Reports:** A software product that performs as a reporting tool, and is bundled and licensed by Oracle or SAP AG for use with PeopleSoft Systems. Crystal Reports is alternatively known as Seagate 9, Business Objects 10, and Business Objects Enterprise XI.
 - IV. PeopleSoft Application:** An Oracle product whose definition, design, and operating characteristics are defined as on-line and batch code that is managed in PeopleTools or as a callout subroutine from PeopleTools and that can be altered using PeopleTools, SQR, Crystal Reports, Visual Basic (VB), or Micro Focus COBOL.
 - V. PeopleSoft Production Release:** The PeopleSoft product release level of the Covered Products that Client is currently using in its live, production environment.
 - VI. PeopleSoft System:** Includes the Client's PeopleSoft Technology Foundation and PeopleSoft Applications listed in the applicable Covered Products Annexure for this Service operating on the PeopleSoft Production Release.
 - VII. PeopleSoft Technology Foundation:** Includes the group of PeopleSoft and third party products known as PeopleTools, application servers, web servers, and middleware products such as BEA WebLogic, IBM WebSphere, and Oracle Fusion Middleware.
 - VIII. RDBMS:** Relational Database Management System. Examples include DB2 or Informix, Sybase, Oracle, and SQL Server products by IBM, Sybase, Oracle, and Microsoft, respectively.
 - IX. Rimini Street Supported Operating System:** An operating system and operating system release level supported by Oracle on or before Client terminates its Oracle Support Services Agreement, or subsequently agreed to be supported by Rimini Street for use with Client's PeopleSoft Production Release.
 - X. Rimini Street Supported RDBMS Release:** An RDBMS and RDBMS release level supported by Oracle on or before Client terminates their Oracle Support Services Agreement, or subsequently agreed to be supported by Rimini Street for use with Client's PeopleSoft Production Release.
 - XI. Issue:** An issue to be addressed pursuant to Table 1 in Section 2 that meets all of the following criteria: (i) found by Client in the PeopleSoft Technology Foundation, PeopleSoft Applications, or Crystal Reports implementation, or in any updates and fixes provided to

Client by Rimini Street, or by Oracle and obtained from Oracle by Client up through the date that Client terminates its Oracle support services agreement for Covered Products; (ii) Client becomes aware of the issue during the Rimini Support Period and reports the issue to Rimini Street during the Rimini Support Period; and (iii) meets one of the four Priority Level criteria set forth on Table 2 of Section 2.

XII. Target PeopleSoft Production Release: The PeopleSoft product release level(s) of the Covered Products that are: (a) generally available to Oracle customers prior to termination of Client's Oracle support services agreement for the Covered Products; (b) obtained by Client; and that (c) Client may desire to upgrade to as its next, live, production environment, as specified in the applicable Covered Products Annexure for this Service.

XIII. 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 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.

XIV. 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.

XV. 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.

XVI. Business Day: Nine (9) Business Hours.

XVII. Elapsed Minutes: Actual accrued time from a specific event (such as logging a case).

B. PeopleTools, Third Party Products, and Language Support. Client understands and acknowledges that Rimini Street is not able and will not provide any fixes or updates for the PeopleSoft PeopleTools product or any third party, non-PeopleSoft products used with, embedded, integrated, or bundled with the Covered Products since Client does not have rights to access or modify source code for these 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 and batch processing tools, reporting tools, and analytic tools. Additionally, unless otherwise noted in this Agreement, this Agreement expressly excludes any support for any issues related to language objects other than American English.

C. Tax, Legal and Regulatory Support. Client must possess the most recent tax, legal and regulatory updates made available by Oracle for the PeopleSoft Production Release and any Target PeopleSoft Production Release before Client's Maintenance End Date ("**Tax, Legal & Regulatory Foundation**"). Rimini Street will build future tax, legal and regulatory updates starting from the Tax, Legal

& Regulatory Foundation, provided that Rimini Street shall not be required to provide any such updates prior to Client's Maintenance End Date.

D. Twenty-First Century Dates. PeopleSoft designed two-digit year displays to resolve into four-digit years for storage and manipulation. Therefore, two-digit year displays in online panels or reports are not programming errors or considered an Issue in the context of this Agreement.

E. Additional Consulting. Any services required by Client outside the defined Services in this Agreement are expressly excluded from the scope of this PST&R Service Schedule. Rimini Street will not perform out-of-scope services without Client's pre-approval. If Client desires Rimini Street to provide 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.