

Service Schedule

PeopleSoft Support Services

(“PS Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this PS 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 and subject to the capitalized definitions and additional terms found in Section 5 below (hereafter collectively referred to as “**Services**”):

A. Product Support. Rimini Street will provide Client with diagnostic services, advice, and recommendations relating to the proper operation of Client’s PeopleSoft System.

B. Product Fixes. Rimini Street will provide fixes for Issues Client encounters in the Covered Products, used in the PeopleSoft Production Release (as well as the Target PeopleSoft Production Release for any PeopleSoft upgrade project Client undertakes). Rimini Street will provide fixes to the original code as delivered by Oracle Corporation (as successor in interest to PeopleSoft USA, Inc.) as well as to Client-Made Customized Code for on-line, batch, and report code.

C. Tax, Legal and Regulatory Updates. Rimini Street will provide tax, legal and regulatory updates during the Rimini Support Period for the Covered Products and jurisdictions detailed in the applicable Covered Products Annexure for this Service.

D. Installation Support. Rimini Street will provide support for reinstallations of the PeopleSoft System if required as a result of an Issue with Client’s development, test, or production environments. Installation support shall include advice and recommendations for the execution of installation scripts, configuring the PeopleSoft Technology Foundation, and advice and recommendations for the installation and configuration of supported versions of third-party products from MicroFocus and Crystal Reports. Installation support shall also include advice and recommendations related specifically to Client’s choice of a Rimini Street Supported RDBMS platform and Client’s choice of a Rimini Street Supported Operating System platform for the PeopleSoft Technology Foundation servers and RDBMS servers.

E. Interoperability Support. Rimini Street will provide advice, recommendations, and testing assistance with Issues determined to likely involve interoperability issues between the PeopleSoft Technology Foundation, PeopleSoft Applications, Rimini Street Supported RDBMS platform, Rimini Street Supported Operating System, implemented Crystal Reports software, and implemented MicroFocus software.

F. Performance Tuning Support. Rimini Street will provide performance tuning diagnostics, advice, and recommendations for the PeopleSoft Technology Foundation and PeopleSoft Applications using proprietary and commercially available tools. Rimini Street will use commercially reasonable efforts to provide advice and recommendations for performance tuning Client’s Rimini Street Supported RDBMS, Rimini Street Supported Operating System, and other third-party products used in the PeopleSoft System.

G. Upgrade Process Support. Rimini Street will provide upgrade process support from Client’s current PeopleSoft Production Release to any Target PeopleSoft Production Release listed in the applicable Covered Products Annexure for this Service. Rimini Street will make upgrade support available

to any such Target PeopleSoft 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.

H. Archiving Assistance. Rimini Street shall assist Client in identifying a specific scope of software updates and other support-related materials for the Covered Products that Client may elect to obtain from Oracle prior to the expiration date of the corresponding Oracle support services for the Covered Products (that expiration date being referred to as the “**Maintenance End Date**”). All Covered Product files or materials that Client downloads or otherwise obtains from Oracle prior to the Maintenance End Date shall be referred to collectively as the “**Client Archive**.” Client shall deposit the Client Archive on a file storage location owned, leased, or otherwise controlled by Client (the file storage location with the Client Archive shall be referred to as the “**Client Archive Repository**”). If Client requests that Rimini Street access the Client Archive in rendering Services under this PS Service Schedule, 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 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

	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 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, which are used in the PeopleSoft Production Release (as well as the Target PeopleSoft Production Release for any upgrade project that Client undertakes), in order to render Services pursuant to this PS Service Schedule; and (ii) access the Client Archive (if any, and if Client requests that Rimini Street access the Client Archive in providing Services under this PS 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 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 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 PS 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 PS Service Schedule:
- I. Client-Made Customized Code:** Changes or updates made by Client or Client's representatives to PeopleTools objects, COBOL objects, 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 licensed to Client and 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 COBOL.
 - V. PeopleSoft Production Release:** The PeopleSoft product release level of the Covered Products 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.
 - 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 Client's Maintenance End Date; (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. Rimini Street will provide support for PeopleSoft PeopleTools under this PS Service Schedule. However, 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 (such as Actuate, Oracle Hyperion, Oracle OBIEE, SAP Business Objects and Crystal Reports). The scope of this PS Service Schedule expressly excludes support for any language objects other than for those listed for Covered Products.

C. Installation Support. Rimini Street will remotely support Client with respect to initial, first-time installations and configurations of PeopleSoft products that Client was not using in production on or

before the Rimini Support Period. Installation Support does not include project planning, advice, or recommendations relating to the migration of RDBMS platforms or PeopleSoft Technology Foundation server and RDBMS server operating system platforms (e.g., Oracle to DB2 RDBMS or Windows 2000 to UNIX), nor installations of a new major release of PeopleSoft products performed as the first step in an upgrade project to a new production PeopleSoft major release (e.g., PeopleSoft 8.8 SP1 to PeopleSoft 9.1). Installation Support is subject to Client having a sufficient backup of the software installation, or a copy of the Covered Products with all necessary components, and making it available to Rimini Street for reinstallation.

D. Interoperability Support. Interoperability Support will be remotely available to Client for its PeopleSoft System so long as the combination of products and platforms is supported and designed for compatible use in the PeopleSoft System 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 PeopleSoft System. Rimini Street will provide upon request, at an additional fee per request and with Client providing copies of all source and target software releases, interoperability testing for operating system and RDBMS release updates that have not been tested by Oracle for proper operation with the PeopleSoft System prior to the termination of Client's PeopleSoft Support Services Agreement.

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

F. Upgrade Support. Client is responsible for obtaining any Target PeopleSoft Production Release, as well as all related and available PeopleSoft upgrade deliverables that include upgrade script templates, patches, localizations, technical platforms, PeopleSoft Fix Bundles, PeopleSoft Hot Fixes, release notes, release documentation, upgrade documentation, or necessary license keys.

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

H. Client-Made Customized Code Support. Client must make its Client-Made Customized Code and related customized documentation available to Rimini Street with reasonable lead time prior to the first support request by Client. Further, only customizations that have been implemented and coded using PeopleSoft Tools, SQR, Crystal Reports, MicroFocus COBOL, and VB/eScripting will be supported as part of this PS Service Schedule, and said Client-Made Customized Code must have: (a) been tested and proven functionally stable in a development and/or test environment; (b) undergone reasonable, industry-standard functional, regression, and scalability testing prior to production rollout and go-live; and (c) worked successfully in production before an Issue arises.

I. 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.

J. 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 PS Service Schedule.

K. Additional Consulting. Any services required by Client outside the defined Services in this PS Service Schedule are expressly excluded from the scope of this PS 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.

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