

Service Schedule
Rimini Street Watch Services
For Database
(“RSWS Service Schedule”)

Unless otherwise indicated herein, capitalized terms used in this RSWS Service Schedule without definition shall have the respective meanings specified in the Order and, where this RSWS is a Primary Service, the relevant Corresponding Service’s Service Schedule.

1. Licensed Products

A. License. Rimini Street shall license to Client the Rimini Street Watch materials, for the Product Line for Monitoring listed in the Order, enhanced with technology from Nagios (“**Licensed Products**”) to be used by Client, as further specified in this RSWS Service Schedule, including in the applicable Covered Products Annexure for this Service, and pursuant to the license terms specified in Attachment A. Client may not exceed its license entitlement set forth in Attachment A without amendment to this Agreement signed by both Parties. Client represents and warrants that any Services as expressly contemplated under this RSWS Service Schedule are permitted under Client’s relevant software vendor license(s).

B. Upgrades. During the Rimini Watch Period, Rimini Street shall apply any Upgrades (any and all improvements to the Licensed Products which are made generally available to Client as a part of the Services and which are not separately priced or marketed by Rimini Street are hereinafter “**Upgrades**”) made available by Nagios or Rimini Street, if any, to the Client Environment on an annual basis.

2. Services

Rimini Street will provide installation and configuration of Licensed Products (the “**Configuration**”) and any other Deliverables and services as further described herein this RSWS Service Schedule (“**Services**”). Nagios XI Standard software (“**Nagios XI**”) by Nagios Enterprises, LLC (“**Nagios**”), is herein licensed to Client from Rimini Street and shall be installed and configured to alert on monitors identified in the applicable Covered Products Annexure for this Service (the “**Rimini Street Watch Monitor List**”); however, Rimini Street makes no representation or guarantee that such third party created monitors in the Rimini Street Watch Monitor List (the “**Rimini Street Watch Monitors**”) will work as expected or be relevant to Client’s Environment (though such disclaimer does not extend to Rimini Street Services or Rimini Street Work Product). 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 Rimini Street Watch Monitors enabled, shall be hereinafter referred to as “**Rimini Street Watch Monitored Server(s)**.”

3. Completion Schedule

A. Completion Schedule. Rimini Street will install and configure Nagios XI. The start of installation of the Rimini Street Watch Monitors is dependent on Client’s completion of the Rimini Street Watch Workbook and compliance with required Watch Technical Requirements pursuant to Section 6 herein this RSWS Service Schedule. Once these prerequisites for installation are met, the start date for

such installation will be scheduled based on resource availability. Installation of the Monitoring Server will be completed one (1) week after the scheduled start date. Deployment of the Rimini Street Watch Monitors to development, test and/or production Environments are dependent on the completion of the installation of the Monitoring Server and the Rimini Street Watch Monitors as well as Rimini Street's validation of the Watch Technical Requirements. Once these prerequisites for deployment of the Rimini Street Watch Monitors are met, the start date for such deployment will be scheduled based on resource availability. On and from the scheduled start date for deployment, deployment of monitors to dev, test, and/or production Environments will be completed no later than the number of weeks listed in the Order as the Completion Schedule.

B. Additional Consulting. If any additional Services, Deliverables, or development of any additional monitors in addition to the Rimini Street Watch Monitors are required by Client and agreed to by the Parties, such Services and/or Deliverables shall be provided to Client upon entering into a new Order or amended Order signed by both of the Parties.

4. Deliverables

The following are the deliverables (“**Deliverables**”) to be provided by Rimini Street as part of the Services under this RSWS Service Schedule as follows:

Deliverables	Specifications and Details
Monitors, thresholds, and alerts, configured based on the Rimini Street Watch Workbook	Monitors, thresholds, and alerts configured based on the Rimini Street Watch Workbook, which is a spreadsheet of the monitoring requirements for the implementation.
Rimini Street Watch Dashboards	Customized Dashboards based on the Client's input on metrics and layout that presents a graphical view of the Client's Development, Test, and/or Production Environments.

All Deliverables related to the Services are Rimini Street Work Product pursuant to the Terms of Service.

5. Service Level Agreement

During the Rimini Watch Period, Client will be entitled to receive support for Standard Issues and Q&A only (P3 and P4 cases respectively) as further outlined below. Client will be entitled to receive support for all P3 and P4 Issues under this RSWS Service Schedule 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, Client may (in its absolute discretion) set the classification of each support request to only Priority 3 or Priority 4, in accordance with Table 1 and 2 below. Any classification of a support request as Priority 1 or Priority 2 for Services shall be treated and reduced to a classification of Priority 3 for communication and resolution times, or for any other Service Level Agreement tracking or obligations in this RSWS Service Schedule.

Table 1

Issue Severity	Client Priority Level	Rimini Street Initial Response Commitment	Client Communications Update Commitment*
Critical Issue	Priority 1	Not Selectable	Not Applicable
Serious Issue	Priority 2	Not Selectable	Not Applicable
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 in an amendment to the Order setting out the Services in this RSWS Service Schedule.

Table 2

Client Priority Level	Business Impact Guidelines
Priority 1	Not Selectable as an Issue designation in this RSWS Service Schedule.
Priority 2	Not Selectable as an Issue designation in this RSWS Service Schedule.
Priority 3	Issue where a single user is unable to use Services or Deliverables or a component of Services or Deliverables that is necessary for the user to perform their primary work activities; or Issue that is not critical is encountered with Services or Deliverables 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.

6. Technical Requirements and Client Responsibilities

Client must adhere to the technical specifications and, responsibilities, and provide the necessary resources detailed in the technical requirements for RSWS Service Schedule as provided to Client for supporting Rimini Street’s performance of the Services (the “**Watch Technical Requirements**”). The Watch Technical Requirements are incorporated herein by reference in this RSWS Service Schedule. Client shall provide qualified personnel capable of completing the Watch Technical Requirements within eight (8) weeks of the Order Effective Date.

7. Rimini Street Responsibilities

A. Client acknowledges that, in order for Rimini Street to provide the Services hereunder, Rimini Street may need, and Client therefore authorizes Rimini Street, to access, install, work with, configure, test, and possibly modify the Rimini Street Watch Monitors, which are used in Client’s development, test and or production environment(s). 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 Rimini Street Watch Monitors, together with all license codes and other software required for their proper operation (each an “**Environment**”). Rimini Street will establish a connection to Environments on Client’s network via remote access that ensures the necessary level of security, persistent access, and speed that will allow Rimini Street to provide the Services in a timely manner. Rimini Street will work with Client’s IT and security teams to complete the setup of the monitoring system and required secure connectivity for the Services. 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. Rimini Street will remotely access the Monitoring Server via remote access between Client’s network and Rimini Street’s network (“**Rimini Street’s Secure Client Gateway Virtual Machines**”).

B. Rimini Street will provide a threshold analysis of the Rimini Street Watch Monitors each quarter (a “**Quarterly Threshold Review**”).

C. In addition to the Quarterly Threshold Review, upon Client’s written request, Rimini Street will further make:

- I. Changes to alert thresholds.
- II. Changes to alert recipients.
- III. Changes to monitoring frequency.
- IV. Changes to Configuration based on Client's infrastructure changes.

Attachment A to RSWS Service Schedule

License for Rimini Street Watch

This Attachment A – License for Rimini Street Watch, enhanced with technology from Nagios (“**Attachment A**”) is issued pursuant to the Order setting out Client’s order of Rimini Street Watch for Database. Unless otherwise indicated herein, capitalized terms used in this Attachment A without definition shall have the respective meanings specified in the Terms of Service and all section, exhibit, and attachment references in this Attachment A shall be to applicable sections, exhibits, and attachments of the Terms of Service.

1. General

Rimini Street will provide to Client the Rimini Street Watch for the Product Line for Monitoring listed in the Order (“**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 RSWS Service Schedule (for purposes of Attachment A, 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 Attachment A, the EULA, the Agreement, and the RSWS Service Schedule, only with regard to terms within this Attachment A, Attachment A 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 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 RSWS 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 perform any of its obligations under RSW Service Schedule if such performance would result in violation of the sanctions or restrictions.