

APPENDIX E-7 TO DIR CONTRACT NO. DIR-TSO-4158
SAMPLE ORDERING DOCUMENT
MANAGED CLOUD SERVICES



ORACLE MANAGED CLOUD SERVICES ORDERING DOCUMENT

Customer Name: Oracle America, Inc.
Customer Address: 500 Oracle Parkway
Redwood Shores, CA 94065

Ordering Document Number: _____

1. Agreement

This Ordering Document incorporates by reference the terms of the Contracts for Products and Related Services between the State of Texas acting by and through the Department of Information Resources ("DIR") and Oracle America, Inc. ("Oracle"), effective _____, 2018, (DIR Contract No. DIR-TSO-4158; Oracle Contract No. US-Term-GMA-1889764) and all amendments and addenda thereto ("agreement"). As used in this Ordering Document, "you", "You", "your" or "Your" shall refer to the Customer defined above.

Capitalized terms used but not defined within this Ordering Document shall have the meaning set forth in the agreement, or the Definitions Schedule to the Statement of Work.

2. Services Ordered

You have ordered the following services ("Core Services"):

- Computer and Administration Services**
- Administration Services**

The Core Services and any Service Options ordered by you (collectively, the "services", "Managed Cloud Services" or "Oracle Managed Cloud Services") are detailed in the following Appendices, which are attached to and incorporated into this Ordering Document by reference.

- Appendix A: Services Ordered and Fees**
- Appendix B: Statement of Work**
- Appendix C: Entitlement and Assumptions**
- Appendix D: Programs Supported**

The Oracle Managed Cloud Services ordered under this Ordering Document are (i) listed in Appendix A and described in the Schedules referenced in Appendix B (such Schedules, collectively constitute the "Statement of Work"), (ii) subject to the Entitlement and assumptions identified in Appendix C, and (iii) subject to the terms and conditions of such Schedules within the Statement of Work, the agreement, this Ordering Document. As part of the Core Services, you may access in your Environment(s) the Oracle Programs identified in Appendix A, Appendix C and/or Appendix D, as applicable, to this Ordering Document.

The fees for the Oracle Managed Cloud Services ordered by you are listed in Appendix A and subject to Appendix C of DIR Contract No. DIR-TSO-4158.

In order to acquire and continuously receive any Service Option(s) purchased under this Ordering Document, you are required to continuously maintain the Core Services.

Oracle Managed Cloud Services do not include program licenses, technical support, or education services.

3. Hosting Location

Your Managed Cloud Services Environment(s) will reside on Infrastructure located at **[choose as appropriate (choose (b) for Administration Services): (a) Oracle's U.S. Data Center(s); (or (b) a Data Center retained and managed by you, or by a third party retained by you]. [If customer or partner data center, delete the following sentences]** The Infrastructure on which your Environment resides will not be moved outside of **the U.S.**; In the event that Oracle relocates the Infrastructure on which your Environment resides to a third party Data Center, Oracle will provide you with no less than 180 days advance written notice of such change.

4. Virtualization *[Delete this section if transaction does not include Computer and Administration Services]*

To facilitate Oracle's performance and your use of the services, Oracle may use Oracle VM programs to virtualize your Oracle Managed Cloud Environment(s). Solely during the services term, your licensing requirements with respect to processor-based Oracle Programs that are utilized within the soft partitioned virtualized Oracle Managed Cloud Services Environment(s) shall be based on the quantity of processors of such Oracle Programs that are installed and/or running in such environment(s). At the end of the services term, the foregoing shall no longer apply, and your licensing requirements with respect to processor-based Oracle Programs shall be determined based on the terms under which such programs were licensed and Oracle's then current policies for soft and hard partitioning.

5. Obligations

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations:

- A. You are responsible for identifying and authenticating all users, for approving access by such users to the Oracle Managed Cloud Services, for controlling against unauthorized access by users, and for maintaining the confidentiality of usernames, passwords and account information.

Notwithstanding anything to the contrary in the agreement or this Ordering Document, you may not assign this Ordering Document or give or transfer the Managed Cloud Services, or an interest in them, to another individual or entity. If you desire that Managed Cloud Services be acquired by another entity, such other entity may order services under a separate contract. You may not grant a security interest in any of the Managed Cloud Services. Notwithstanding the foregoing, upon advance written notice to Oracle, You may assign your rights to the services under this Ordering Document to another governmental agency as designated by the Texas Legislature (i) that is a successor in interest to you that performs your statutory obligations, or (ii) as necessary to satisfy a regulatory requirement imposed upon you by a governing body with the appropriate authority; provided that such assignee entity agrees in writing to the terms and conditions of the agreement and the Ordering Document. You shall not grant a security interest in any of the Oracle Managed Cloud Services.

As required by U.S. Department of Labor regulations (20 CFR 655.734), you will allow Oracle to post a notice regarding Oracle H1-B employee(s) at your work site prior to the employee's arrival on site.

6. Term

Core Services shall be provided for one year beginning on the effective date of this Ordering Document, unless earlier terminated in accordance with DIR Contract No. DIR-TSO-4158, Appendix A, Section 11B. The duration of Service Options is specified in Appendix C of this Ordering Document.

The Core Services and Service Options acquired under this Ordering Document may be renewed at the end of their respective terms for up to two additional one year periods, (each a "renewal year"), subject to your payment of the Year 2 and Year 3 fees, as applicable, stated in Appendix A for such services and in accordance with Appendix C, Pricing Index of DIR Contract No. DIR-TSO-4158.

The initial one-year term of the Core Services and any renewal years are collectively defined as the "Services Period", also referred to as "services term".

7. Termination

[The following four paragraphs are for Computer and Administration Services deals. Remove if deal is Admin Only. For OMS only or no core transactions, refer to the corresponding option language.]

You may terminate this Ordering Document (and all services hereunder) in accordance with Appendix A, Section 11.B of DIR Contract No. DIR-TSO-4158.

Following termination of the services, (i) Oracle shall refund the unused portion of fees paid for the period for which services are terminated (except that Oracle shall not be obligated to refund or otherwise reimburse any setup fees identified in Appendix A), (ii) your right to access and use the Oracle Programs specified in this Ordering Document within the Environment(s) shall terminate, and (iii) you may otherwise use such programs subject to the terms of the Agreement and applicable order under which such program licenses were acquired.

Within seven (7) calendar days after the end of the services term, Oracle will deliver to you a final Decommission Backup containing your data in a format as it existed in the environment.

[The following paragraph is for Administration Services only deals. Delete if Computer and Administration Services, OMS only, or no core.]

Following termination of the services, (i) your right to access and use the Oracle Programs specified in this Ordering Document within the Environment(s) shall terminate, and (ii) you may otherwise use such programs subject to the terms of the agreement and applicable order under which such program licenses were acquired.

8. Service Level

Subject to the terms of agreement, (i) Oracle warrants that the services identified in Appendix A of this Ordering Document will be provided in all material respects in accordance with the Oracle Managed Cloud Services specifications set forth in the Schedules under the Statement of Work defined in Appendix B of this Ordering Document (the "Service Level") and (ii) if the services provided to you were not in accordance with the Service Level, Oracle will, if applicable, remit a services fee credit for such month calculated at 15 percent of net monthly Core Services fees under this Ordering Document.

9. Regulatory Compliance

You remain solely responsible for your regulatory compliance in connection with your use of the services. You are responsible for making Oracle aware of any technical requirements that result from your regulatory obligations prior to entering into this Ordering Document. Oracle will cooperate with your efforts to determine whether use of the standard Oracle Managed Cloud Services is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the services.

10. Order of Precedence

In the event of any inconsistencies between DIR Contract No. DIR-TSO-4158, this Ordering Document and any Schedule within the Statement of Work, DIR Contract No. DIR-TSO-4158 shall take precedence.

11. Contact Information

[Customer billing information is mandatory. Other contacts can be added/removed as applicable. Ex: "Customer Project Manager", "Service Delivery Manager", etc.]

Oracle Contracts Manager/Administrator:

Name:	
Address:	
Phone:	
Fax:	
Email:	

Your Billing/Accounts Payable Contact:

Name:	
Address:	
Phone:	
Fax:	
Email:	

This quote is valid through _____, 20__ and shall become binding upon execution by you and acceptance by Oracle.

[Insert Customer's Name]

Oracle America, Inc.

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Ordering Document Effective Date: _____

{To be completed by Oracle}

FOR ORACLE INTERNAL USE ONLY: Solution Expiration **[Insert Date]**, Gov Level **[Insert Governance Level]**, OSA Opportunity ID and Solution Set # **[Insert OSA Opportunity and Solution Set]**, CSQM Quote # and Version **[Insert CSQM Quote # and Version]**, Opportunity Summary # **[Insert Opportunity Summary #]**, Fusion CRM Opportunity ID **[Insert Fusion Opportunity ID]**

**APPENDIX A
SERVICES ORDERED AND FEES**

This is Appendix A to the Ordering Document by and between Oracle and you. This Appendix sets forth the fees for the Oracle Managed Cloud Services and shall be in accordance to Appendix C of DIR Contract No. DIR-TSO-4158.

1. Fees

You agree to pay Oracle quarterly in arrears, and in accordance with the Payment Schedule table below and in accordance with DIR Contract No. DIR-TSO-4158, Appendix A, Section 8J, the following fees.

[Delete columns for years that do not apply]

Managed Cloud Service	Year 1 Fee	Year 2 Fee	Year 3 Fee	Total Fees
Core Services Fees				
Service Options Fees				
Setup Fees				
Total Fees				

All fees on this Ordering Document are in US Dollars.

If applicable, you agree to pay any sales, value-added or other similar taxes that must be paid based on the services provided to you.

You shall reimburse Oracle for any actual, reasonable pre-approved travel and out-of-pocket expenses incurred in connection with the services delivered on-site in accordance with the terms of the agreement; such expenses are not included in the fees for the services and will be invoiced separately on a monthly basis. Travel reimbursements shall be in accordance with Appendix A, Section 8.F of the DIR Contract No. DIR-TSO-4158.

You agree to pay within the time period specified in Appendix A, Section 8.J of DIR Contract No. DIR-TSO-4158 any fees applicable to your use of the Managed Cloud Services in excess of your rights. If you do not pay, Oracle can end your services and this Ordering Document.

2. Services Ordered

The quantity and type of Oracle Managed Cloud Services purchased by you under this Ordering Document, including associated fees, are detailed in the following table. For Oracle Programs for which you have purchased multiple Production Environments, the quantity and type of Core Services purchased for each such Production Environment are designated separately.

Note: Refer to the Fees Table Template in the Oracle Managed Cloud Services Options document for the complete list of available services to be listed within the following table.

Fees			
Managed Cloud Service	Quantity	Setup Fee	Annual Price
Core Services Fees			
TOTAL CORE SERVICES FEES			000,000.00
Service Options Fees			
TOTAL SERVICE OPTIONS FEES			000,000.00
TOTAL MANAGED CLOUD SERVICES FEES			000,000.00

Note: insert appropriate option language for any applicable price holds

APPENDIX B
STATEMENT OF WORK

This is Appendix B to the Ordering Document by and between Oracle and you. This Appendix B defines the Statement of Work of this Ordering Document.

The performance of services is contingent upon you meeting your obligations and responsibilities as described in the Statement of Work. You acknowledge and agree that any exception to your compliance is granted on the condition that Oracle is not responsible for the resulting consequences.

Oracle reserves the right to provide Managed Cloud Services from locations, and/or through use of subcontractors, worldwide, however, your Managed Cloud Services Environment will be hosted as set forth in Section 3 of this Ordering document. Subject to the terms and conditions of DIR Contract No. DIR-TSO-4158, and this Ordering Document, and to the same extent as Oracle is responsible for Oracle's performance hereunder, Oracle shall be responsible for the performance of services under this Ordering Document by any subcontractors engaged by Oracle to perform such services.

1. Statement of Work

The Statement of Work describes the Oracle Managed Cloud Services ordered under this Ordering Document, and consists of the following Schedules. You may access the Schedules at <https://support.oracle.com> via the following path: Knowledge > Online Documentation > On Demand Documentation > On Demand Schedules. ***[Delete the following sentence if no schedule changes are required]*** Section 2 of this Appendix B sets forth any modifications to standard Schedules that are specific to the services acquired under the Ordering Document.

The following apply to all Schedules within the Statement of Work:

- A. References to the term "Customer" shall mean the Customer defined in the Ordering Document.
- B. Capitalized terms not otherwise defined in a Schedule within the Statement of Work shall have the meaning ascribed to them in the *Definitions Schedule*.
- C. Oracle may make changes or updates to the services (such as infrastructure, security, technical configurations, etc.) during the services term, including to reflect changes in technology, industry practices, and patterns of system use. The Schedules are subject to change at Oracle's discretion; however, Oracle changes to the Schedules will not result in a material reduction in the level of performance or availability of the applicable Oracle Managed Cloud Services provided to you for the duration of the services term.
- D. The Statement of Work may define provisioning and management processes applicable to the services (such as capacity planning), types and quantities of system resources (such as storage allotments), as well as any Services deliverables. You acknowledge that use of the services in a manner not consistent with the specifications set forth in the Statement of Work may adversely affect services performance and/or may result in additional fees. If the services permit you to exceed the ordered quantity (e.g., soft limits on Refreshes), then you are responsible for promptly purchasing additional quantity to account for your excess usage.

Note: Refer to the Statement of Work template in the Oracle Managed Cloud Services Options document for formatting, structure and list of available schedules to be included in this section.

2. ***[Delete this section if no changes are being made to the standard schedules]*** Modifications to Standard Schedules
This section sets forth modifications to the standard Schedules identified in Section 1 of this Appendix B and incorporated into the Statement of Work via reference to <https://support.oracle.com>, that are specific to the services acquired under the Ordering Document. Except as otherwise modified below, the content of the Schedules identified below apply to the services.

[Repeat sections A and 1 as many times as necessary, modifying as needed. Always use the format indicated below]

- A. Modifications to the [Name of Schedule to be modified (e.g., Application Management Services Schedule)]

The Parties hereby agree to modify the ***[Name of Schedule to be modified]***, as follows.

- i. Section ***[Number, Name (e.g., "Section 1.2, Customer's Environment")]***

- a. Delete the following:

[Insert language to delete]

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- b. Replace the following:

[Insert language to replace]

With the following:

[Insert replacement language]

- c. Add the following:

[Insert new language]

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**APPENDIX C
ENTITLEMENT AND ASSUMPTIONS**

This is Appendix C to the Ordering Document by and between Oracle and you. This Appendix C specifies the Entitlement and assumptions for the Oracle Managed Cloud Services ordered under this Ordering Document.

All services referenced herein are subject to the terms and conditions of DIR Contract No. DIR-TSO-4158 the agreement and this Ordering Document, including all Schedules referenced in Appendix B.

For all services identified in this Appendix C for which there is a designated timeframe, in the event that Oracle's performance of the specified activities, exceeds the timeframe set forth in the applicable section, then you may be required to purchase applicable additional quantities of such services from Oracle; however, if Oracle's performance of such activities exceeds the set timeframe because Oracle failed to perform such activities as warranted, then Oracle shall re-perform the deficient activities beyond the designated timeframe at no additional charge. If purchase of additional quantities is required as described in this paragraph, such purchase shall be via an *Oracle Managed Cloud Services Ordering Document* or an *Oracle Managed Cloud Services Amendment* that references the date and number of this Ordering Document.

1. Entitlement Summary

The following table in this Section 1 summarizes, by type of Oracle Program, the Entitlement for Core Services and Service Options ordered under the Ordering Document.

[Within this section 1 (Entitlement Summary), if multiple Production Environments for a single program family, list each Production Environment in a separate row with the program name ending with a number indicating the environment (e.g., Oracle E-Business Suite Programs – Environment 1)].

[Add rows to the tables in this section 1 (Entitlement Summary) as necessary to reflect the total number of Production Environments.]

A. Environment, VPN and Storage Entitlement

As part of the Core Services, you will receive the quantity of services defined in the following table.

[Note: If the services will be phased, repeat the following table for each phase]

Total Environment, VPN and Storage Entitlement

Oracle Programs or Service Option	Standard VPNs	Production Environments	Production Support and Non-Production Environments	Storage (in Gigabytes)
<i>[Choose one: Oracle E-Business Suite Programs, Oracle Technology Programs, PeopleSoft Programs, Siebel CRM Programs, Business Intelligence Technology and Applications Programs, Oracle Hyperion Programs, Beehive Programs, Retail Programs, User Productivity Kit Programs, Enterprise Governance, Risk and Compliance Programs, Agile Product Lifecycle Management Programs, Oracle Fusion Programs, J.D. Edwards EnterpriseOne Programs, Custom Services - Disaster Recovery on Non-Production Server Schedule, Exalogic, Oracle Exadata, Enhanced Recovery Services, the Programs should be appended with “- Environment 1”, “- Environment 2”, etc., as applicable (e.g., “Oracle E-Business Suite Programs – Environment 1)]</i>		<i>[Total Production Environments for this program family]</i>	<i>[Total Non-Production Environments (entitled plus additional) for this program family]</i>	<i>[Total Storage (entitled plus additional) for this Program Family]</i>
<i>[Choose one: Oracle E-Business Suite Programs, Oracle Technology Programs, PeopleSoft Programs, Siebel CRM Programs, Business</i>		<i>[Total Production Environments for this program family]</i>	<i>[Total Non-Production Environments (entitled plus additional) for this program family]</i>	<i>[Total Storage (entitled plus additional) for this Program Family]</i>

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Oracle Programs or Service Option	Standard VPNs	Production Environments	Production Support and Non-Production Environments	Storage (in Gigabytes)
<i>Intelligence Technology and Applications Programs, Oracle Hyperion Programs, Beehive Programs, Retail Programs, User Productivity Kit Programs, Enterprise Governance, Risk and Compliance Programs, Agile Product Lifecycle Management Programs, Oracle Fusion Programs, J.D. Edwards EnterpriseOne Programs, Custom Services - Disaster Recovery on Non-Production Server Schedule, Exalogic, Oracle Exadata, Enhanced Recovery Services, the Programs should be appended with “- Environment 1”, “- Environment 2”, etc., as applicable (e.g., “Oracle E-Business Suite Programs – Environment 1]”</i>				
TOTAL FOR ALL ORACLE AND/OR SERVICE OPTION PROGRAMS	<i>[Total VPNs for use with all Program families]</i>	<i>[Total Production Environments for all Program families]</i>	<i>[Total Non-Production Environments(entitled plus additional) for all Program families]</i>	<i>[Total Storage (entitled plus additional) for all Program Families]</i>

2. Governance Services

As part of the Core Services, you will receive the type and quantity of Governance Services defined in the following table, per 12 month period.

Governance Services Entitlement

Service	Quantity/Type
Customer Management Lead	<i>[Select One: Named Resource/Dedicated Resource]</i>
Customer Management Delivery Methodology	<i>[Select One: Remote/On-site]</i>
Account Review Frequency	<i>[Select One: Annual/Semi-Annual/Quarterly]</i>
Account Review Delivery Methodology	<i>[Select One: Remote/On-site]</i>
Service Plan Frequency	<i>[Select One: Semi-Annual/Quarterly/Monthly/Bi-Weekly/ Weekly]</i>
Availability Plan Frequency	<i>[Select One: Not Applicable/ Annual/ Semi-Annual /Quarterly/ Monthly]</i>
Service Request Review Frequency	<i>[Select One: Semi-Annual /Quarterly/Monthly /Bi-Weekly /Weekly]</i>
Service Review Frequency	<i>Select One: Annual/ Semi-Annual/Quarterly]</i>
Service Review Delivery Methodology	<i>[Select One: Remote/On-site]</i>
Customer Management Days Per Year (at 8 hours per day)	Up to <i>[Enter number of service delivery days]</i>

3. Core Services

A. Concurrent Usage *[Delete this section if deal includes Professional Edition only or if the solution only includes module and/or processor-based metrics]*

The services are designed to accommodate the concurrent usage indicated in the following table (“Usage Estimates”). Concurrent usage is the number of End Users simultaneously logged into the Environment. You agree that Oracle is not responsible for any performance problems resulting from concurrent usage that exceeds the Usage Estimates indicated in the following table.

Usage Estimates

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Oracle Programs	Your Estimated Peak Concurrent Use
<i>[choose as appropriate: (a) Oracle E-Business Suite (b) Siebel CRM Programs (c) PeopleSoft Programs (d) Agile Product Lifecycle Management Programs (e) Beehive Programs (f) Enterprise Governance, Risk and Compliance Programs (g) J.D. Edwards EnterpriseOne Programs]</i>	<i>[Insert Customer's estimated number of each user type]</i>
<i>[choose as appropriate: (a) Oracle E-Business Suite (b) Siebel CRM Programs (c) PeopleSoft Programs (d) Agile Product Lifecycle Management Programs (e) Beehive Programs (f) Enterprise Governance, Risk and Compliance Programs (g) J.D. Edwards EnterpriseOne Programs]</i>	<i>[Insert Customer's estimated number of each user type]</i>

4. Service Options

The period of Service Options provided under a Schedule to this Ordering Document shall begin on the effective date of the Ordering Document and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such Service Options under the applicable Schedule within the timeframe set forth in this Section 4, (ii) the end of the services term, or (iii) the termination or expiration of the applicable Service Options or the Core Services in accordance with DIR Contract No. DIR-TSO-4158 and the Ordering Document.

Any unused Service Options remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such Service Options.

5. Assumptions

The assumptions identified in this Section 5 apply to the Schedules under the Statement of Work. You acknowledge that if any of the assumptions prove to be incorrect, or if Oracle's cost of providing services is increased because of (i) your failure to meet the obligations listed in the Statement of Work or to provide reasonable cooperation, or (ii) because of any other circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

A. Project Scope Assumptions *[this section may be deleted if not applicable]*

Overall Project Assumptions/Requirements	
Project Type	<i>[choose one: (a) New Implementation (b) Migration (c) Upgrade (d) Not applicable]</i>
<i>[Delete this row if solution does not include Migration or Upgrade services]</i> Estimated Source Production System Downtime for Cutover	<i>[Estimated elapsed time]</i> hours
Technical Migration or Upgrade Scope	<i>[choose one: (a) Oracle (b) Third Party System Integrator (SI NAME) (c) N/A]</i>
Functional Upgrade or Implementation Scope	<i>[choose one: (a) Oracle (b) Customer (b) Third Party System Integrator (SI NAME)]</i>
CEMLI Upgrade or Implementation Scope	<i>[choose one: (a) Oracle (b) Customer (b) Third Party System Integrator (SI NAME)]</i>
User Acceptance Testing	<i>[choose one: (a) Oracle (b) Customer (b) Third Party System Integrator (SI NAME)]</i>
Third Party Vendor Tools	<i>[choose one: (a) Oracle (b) Customer (b) Third Party System Integrator (SI NAME)]</i>

References to "Oracle", "Customer" or "Third Party System Integrator" in the above table indicate the party responsible for performing the associated task.

B. Product and Architecture Scope Assumptions

The following table outlines high-level, product-related assumptions for the services ordered by you. Oracle Program versions and Technology Stack details, if applicable, are based on Oracle's configuration standards current as of the effective date of the Ordering Document.

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Architecture Assumptions	
[Application Name (e.g., Siebel CRM). Repeat this section for each applicable program family and production environment]	
Application, Pillar (if applicable), and/or Modules Releases	[List the applicable release (e.g., E-Business Suite 12.1). List Application Version of the Pillar and the release of the individual programs (e.g., PeopleSoft Release 9.1, HCM, Payroll Interface, North America Payroll).]
Server Virtualization	Oracle Managed Cloud will determine and implement server virtualization where applicable
Public Internet Access	DMZ access for [insert module names as applicable]
Environment Nodes as of Effective Date	Production Environment: [#] Nodes Production Support Environment: [#] Nodes Non-Production Environment: [#] Nodes
Miscellaneous	
Estimated Production Go-Live Date(s)	[REPEAT FOR EACH SERVICE OFFERING] [Enter Program set (e.g., Oracle E-Business Suite Programs): [Enter Months from Effective Date to Estimated Production Go-Live Date] months after the effective date of the Ordering Document

C. **[Delete this section C if customer is not purchasing Computer and Administration Services]** Disaster Recovery Assumptions

The following table outlines the high-level assumptions for the Disaster Recovery services ordered by you.

Disaster Recovery for [Service Offering (e.g., Oracle E-Business Suite Programs)] [Repeat this entire table for each service offering]	
Offsite Backup	As identified in the Applicable Entitlement Schedule
Recovery Time Objective	[Choose one as applicable: If ERS is not purchased: "Not applicable" If ERS 1- or 5-day Option is purchased: "As identified in the Enhanced Recovery Services 1- and 5-Day Option Schedule" If ERS Maximum Availability is purchased: "As identified in the Enhanced Recovery Services – Maximum Availability Schedule"]
Recovery Point Objective	[Choose one as applicable: If ERS is not purchased: "Not applicable; Backup provided to you" If ERS 1- or 5-day Option is purchased: "As identified in the Enhanced Recovery Services 1- and 5-Day Option Schedule" If ERS Maximum Availability is purchased: "As identified in the Enhanced Recovery Services – Maximum Availability Schedule"]

D. Other Assumptions

[Customized rows can be added to the following table if necessary. Custom rows or assumption language may require legal review. Simple assumptions do not require legal review.]

Other Assumptions for [Service Offering (e.g., Oracle E-Business Suite Programs)] [Repeat the table for each service offering as needed]	
[Third Party Vendor Software]	[List any Third Party Software and any unaddressed assumptions or inclusion/exclusion of applications or Tools to be managed in a dedicated or shared node architecture as part of the product footprint]

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Other Assumptions for [Service Offering (e.g., Oracle E-Business Suite Programs)] [Repeat the table for each service offering as needed]	
Technology Stack	[Identify versions of relevant Technology Stack components, as appropriate]
List any other assumptions	List any other assumptions]

6. Cooperation

Oracle's performance of the services is dependent on your timely provision of assistance, cooperation, and complete and accurate information and data from your officers, agents and employees. You are solely responsible for any deficiencies resulting from your failure to provide full cooperation or your failure to complete all assigned responsibilities as defined in the Ordering Document and Statement of Work.

**APPENDIX D
PROGRAMS SUPPORTED**

This is Appendix D to the Ordering Document by and between Oracle and you. This Appendix specifies the Oracle Programs for which the Core Services identified in Appendix A of the Ordering Document are provided.

Your use of the Oracle Programs is subject to your license agreement for such programs.

1. Definitions

The definitions below define the access provided for the types of Core Services provided under this Ordering Document.

Note: Refer to the Metric definitions template in the Oracle Managed Cloud Services Options document for the list of possible definitions to be listed within this section.

2. Programs

The tables below identify the Oracle Programs for which Core Services are provided.

Note: Refer to the Program Tables template in the Oracle Managed Cloud Services Options document for the program tables to be listed within this section.