

2020-P00026

AJ-010345

ORACLE**GENERAL TERMS**

Oracle General Terms Reference:

PR-OMA-1906087

These General Terms (these "General Terms") are between Oracle Caribbean, Inc. ("Oracle") and the individual or entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 "**Hardware**" refers to the computer equipment, including components, options and spare parts.

1.2 "**Integrated Software**" refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 "**Master Agreement**" refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 "**Operating System**" refers to the software that manages Hardware for Programs and other software.

1.5 "**Products**" refers to Programs, Hardware, Integrated Software and Operating System.

1.6 "**Programs**" refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 "**Program Documentation**" refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 "**Schedule**" refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 "**Separate Terms**" refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 "**Separately Licensed Third Party Technology**" refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 "**Service Offerings**" refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 "**You**" and "**Your**" refers to the individual or entity that has executed these General Terms.

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2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for one year from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: **Schedule S - Services and Schedule M - Oracle Managed Cloud Services**

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 Subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology

and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.3 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within thirty (30) days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing Service Offerings.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another ("**Confidential Information**"). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to the terms and pricing under the Master Agreement and all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported,

directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of Puerto Rico and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Juan in any dispute arising out of or relating to the Master Agreement.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle Latin America, 6505 Blue Lagoon Drive, Suite 400, Miami, Florida 33126, Attention - General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle



subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

16.8 Oracle may refer to You as an Oracle customer of the ordered Products and Service Offerings in sales presentations, marketing vehicles and activities.

17. MASTER AGREEMENT EFFECTIVE DATE

The Effective Date of the Master Agreement is August 9, 2019. (DATE TO BE COMPLETED BY ORACLE)

Autoridad de Energia Electrica de Puerto Rico		Oracle Caribbean, Inc.	
Signature		Signature	
Name	<u>José P. Ortiz Vázquez</u>	Name	<u>Monica Diaz</u>
Title	<u>Chief Executive Officer</u>	Title	<u>Deal Manager</u>
Signature Date	<u>August 9, 2019</u>	Signature Date	<u>23. Jul. 2019</u>
S.S. 660-43-3747		S.S. 660-48-3103	

Oracle Caribbean, Inc. ("Oracle")
American International Plaza, 250 Muñoz Rivera
Avenue, Suite 300, San Juan, PR 00918-1819

This Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

1.1 **"Services"** refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.

1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal business operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

3.1 Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.

3.2 FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

3.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Oracle Caribbean, Inc.
American International Plaza, 250 Muñoz
Rivera Avenue, Suite 300, San Juan, PR 00918-
1819

This Oracle Managed Cloud Services Schedule (this "Schedule M") is a Schedule to the General Terms referenced above. This Schedule M shall co-terminate with the General Terms. For purposes of the Services under this Schedule M, the General Terms and this Schedule M constitute, collectively, the "Master Agreement"; terms in other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule M. All references to "On Demand Services" in this Schedule M and any ancillary documents (such as the Master Agreement, any Ordering Documents, Statements of Work, or Statement of Work Schedules) shall mean "Oracle Managed Cloud Services".

1. DEFINITIONS

1.1 Capitalized terms used but not defined in this Schedule M shall have the meaning set forth in the General Terms or in Your Ordering Document, including the Oracle Managed Cloud Services *Definitions Schedule* and the Data Processing Agreement.

1.2 All references to "order" in this Schedule M shall mean "Ordering Document".

1.3 "Services" or "Managed Cloud Services" refers to the Oracle Managed Cloud Services which You have ordered from Oracle under an Ordering Document referencing this Schedule M.

1.4 "Services Period" refers to the period of time for which You have ordered Services as specified in Your order (e.g. services term).

2. RIGHTS GRANTED, OWNERSHIP AND RESTRICTIONS

2.1 For the duration of the Services Period and subject to Your payment obligations, and except as otherwise set forth in this Master Agreement or Your order, You have the non-exclusive, non-assignable, worldwide, limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business operations, and subject to the terms of this Schedule M, the General Terms and the applicable Ordering Document(s). Your use of Oracle Programs is subject to Your license agreement for such programs. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users' compliance with this Master Agreement and the order.

2.2 You retain all ownership and intellectual property rights in and to Your data. Oracle or its licensors retain all ownership and intellectual property rights to the Services, Oracle Programs, and derivative works thereof, and to anything developed or delivered by Oracle or on behalf of Oracle under this Master Agreement.

2.3 You may not, and may not cause or permit others to:

- a. remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the programs or materials resulting from the Services (excluding Your data) available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Services You have acquired);
- c. modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, distribute, republish or download any part of the Services (the foregoing prohibitions include but are not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;

- d. perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs;
- e. perform or disclose any of the following security testing of the Environment or associated infrastructure: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
- f. license, sell, rent, lease, share, transfer, assign, distribute, host, outsource, permit timesharing, service bureau, subscription, or software as a service use, or otherwise commercially exploit or make available the Services, Oracle Programs, Environments or other Oracle materials to any third party, other than as expressly permitted under the terms of the applicable Ordering Document.

3. PROGRAM LICENSES AND TECHNICAL SUPPORT

You acknowledge that the Managed Cloud Services acquired hereunder were bid by Oracle separately from any Oracle Program licenses and other services that You may acquire Oracle Program licenses without acquiring Managed Cloud Services or other services, and that the fees for Managed Cloud Services do not include associated program licenses or technical support. You acknowledge that (i) You have separately acquired and will continue to maintain for the duration of the Managed Cloud Services the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including those for which the Managed Cloud Services are provided, (ii) You will maintain licenses and technical support for any Third Party Software used in Your Environment, and (iii) Your use of such programs and technical support are governed solely by the agreement(s) under which such licenses and technical support are obtained.

4. YOUR OBLIGATIONS

4.1 You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. You are responsible for Your, Your Users' and Your third parties' use of and access to networks, systems and all Environments, including use of and access to Your data and for compliance by You and such third parties with the terms of the Master Agreement, as well as the applicable Ordering Document and Statement of Work. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the confidentiality and timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers.
- b. For any Administration Services ordered under an Ordering Document, You are responsible for preparing Your system in accordance with any installation and configuration information provided by Oracle.
- c. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Oracle Managed Cloud Services via a network connection that meets Oracle's specifications.
- d. As reasonably required by Oracle, You (including Your officers, agents and employees) will provide Oracle with (i) timely assistance and cooperation, (ii) complete and accurate information, and (iii) access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- e. You shall obtain at Your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software or perform the Services under this Schedule M. Unless specified otherwise in the applicable Statement of Work, You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into Your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Services.
- f. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from Your termination or modification of the employment of any of Your employees in connection with any Services under this Schedule M.

g. For any Services that involve on-site delivery, Oracle will deliver such Services to the customer address(es) specified in the applicable Ordering Document during local business hours, excluding local public holidays. You and Oracle may mutually agree in writing that such Services be delivered at other location(s). You agree to use reasonable efforts to schedule on-site Services by each on-site Oracle Managed Cloud resource for a minimum of eight (8) continuous hours of Services per day.

h. You shall not use or permit use of the Services, including by uploading, emailing, posting, publishing or otherwise transmitting any material, including Your data, for any purpose that may (i) menace or harass any person or cause damage or injury to any person or property; (ii) involve the publication of any material that is false, defamatory, harassing or obscene; (iii) violate privacy rights or promote bigotry, racism, hatred or harm; (iv) constitute unsolicited bulk e-mail, "junk mail", "spam" or chain letters; (v) constitute an infringement of intellectual property or other proprietary rights; or (vi) otherwise violate applicable laws, ordinances or regulations. In addition to any other rights afforded to Oracle under this Master Agreement, Oracle reserves the right, but has no obligation, to take remedial action in any material that violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal of or disablement of access to any such material. Oracle shall have no liability to You in the event that Oracle takes such action. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your data. You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this paragraph.

5. FEES, INVOICING AND PAYMENT OBLIGATION

5.1 You agree and acknowledge that You have not relied on the future availability of any Services, programs or updates in entering into the payment obligations in Your order; however, the preceding does not relieve Oracle of its obligation during the Services Period to deliver Services that You have ordered per the terms of this Master Agreement.

5.2 Services fees are invoiced as set forth in the applicable order.

5.3 Fees for Services listed in an order are exclusive of taxes and expenses and You will be responsible for such taxes and expenses.

6. TERMINATION

6.1 If either You or Oracle breach a material term of this Schedule M or an Ordering Document and fail to correct the breach within thirty (30) days of written specification of the breach, then the non-breaching party may terminate the Ordering Document (and all Services thereunder) under which the breach occurred upon written notice to the other party. If Oracle terminates the Ordering Document as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under the applicable Ordering Document plus related taxes and expenses. Except for breach of payment obligations, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach.

6.2 Oracle may temporarily suspend Your password, account, and access to or use of the Services under an Ordering Document if (i) Your licenses and/or technical support for the Oracle programs specified in an Ordering Document lapse, (ii) You violate a restriction set forth in Section 2 (Rights Granted, Ownership and Restrictions) of this Schedule M or Section 4.1.h (the Acceptable Use Policy), (iii) in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality; or (iv) Your Environment(s) malfunctions or otherwise affects network access within or to Oracle's Data Center(s) or another customer's environment. Oracle will provide advance notice to You regarding any such suspension in Oracle's reasonable discretion based on the nature of the circumstances and, if permitted by law, will provide a description of the cause of such suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured; however, during any suspension period, Oracle will make available to You Your data as existing in the Environment on the date of suspension. Oracle may terminate the applicable Ordering Document and the Services thereunder if any of the foregoing causes of suspension is not cured within thirty calendar days after Oracle's initial notice thereof. Any suspension by Oracle of the Services under this paragraph shall not excuse You from Your obligation to make payment(s) under this Schedule M.

7. WARRANTY AND DISCLAIMERS



The sole and exclusive warranty for Services provided to You is that Oracle warrants that the Services will be provided in all material respects in accordance with the Service Level set forth in the applicable Ordering Document. TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE. ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. **YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.**

8. EXCLUSIVE REMEDY

If the Services provided to You for any given month during the Services Period were not in accordance with the warranty specified in Section 7, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must identify the services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com. If applicable, Oracle will remit a services fee credit for such month calculated in accordance with the Service Level set forth in the applicable Ordering Document for Oracle's failure to provide the Services as warranted. The credit will be in the form of a credit towards any outstanding balance for Oracle Managed Cloud Services owed to Oracle, and the remittance of such credit WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS SCHEDULE M.

9. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR RELATED TO THIS SCHEDULE, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE SERVICES UNDER THE ORDERING DOCUMENT GIVING RISE TO THE LIABILITY IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY LESS ANY REFUND OR CREDIT RECEIVED BY YOU UNDER SUCH ORDERING DOCUMENT.

10. DATA PRIVACY AND SECURITY

10.1 In performing the Services, Oracle will comply with the *Oracle Services Privacy Policy*, which is available at <http://www.oracle.com/html/Services-privacy-policy.html> and incorporated herein by reference. The *Oracle Services Privacy Policy* is subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of protection provided for Your Personal Data provided as part of Your data during the Services Period of Your Ordering Document.

10.2 Oracle's *Data Processing Agreement for Oracle Cloud Services* (the "Data Processing Agreement"), which is available at <http://www.oracle.com/dataprocessingagreement> and incorporated into Your Ordering Document, describes the parties' respective roles for the processing and control of Personal Data that You provide to Oracle as part of the Oracle Managed Cloud Services. Oracle will act as a data processor, and will act on Your instruction concerning the treatment of Your Personal Data residing in the Environment, as specified in this Master Agreement, the Data Processing Agreement and the applicable Ordering Document.

10.3 The Schedules within the Statement of Work in Your Ordering Document define the administrative, physical, technical and other safeguards applied to Your data residing in the Environment, and describe other aspects of system management applicable to the Services. 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 an order governed by this Master Agreement. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Services offering is consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services.

10.4 You may not provide Oracle access to health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless specified in Your order. If available, You may purchase Services from Oracle (e.g., Oracle Payment Card Industry Compliance Services, Oracle HIPAA Security Services, Oracle Federal Security Services, etc.) designed to address particular data protection requirements applicable to Your business or Your data.

10.5 Any data provided by You that resides in Your Environment(s) shall be Your Confidential Information as defined in the General Terms.

11. SERVICES TOOLS, SERVICE ANALYSES AND VERIFICATION

11.1 Oracle may use Tools to monitor and administer the Services (e.g., to perform environment clones, password changes, monitoring and file system maintenance), and to help resolve Your Oracle Service Requests. The Tools will not collect or store any production data residing in Your Environment(s), except as necessary to provide the Services or to troubleshoot Service Requests or other Problems in Your Environment(s). Information collected by the Tools (excluding any production data) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.

11.2 Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate any production data or Confidential Information in a form that could serve to identify You or any individual, and Service Analyses do not constitute Personal Data. Oracle retains all intellectual property rights in Service Analyses.

11.3 Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order and the terms of this Master Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If you do not pay, Oracle can end Your Services and/or Your order. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

12. CHANGE CONTROL

Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in (i) a new *Oracle Managed Cloud Services Ordering Document*, (ii) an *Oracle Managed Cloud Services Ordering Document Amendment* that references the applicable underlying Ordering Document, or (iii) for certain services, a purchase order that references the applicable underlying Ordering Document.

13. OTHER

13.1 You acknowledge that the Managed Cloud Services are designed with capabilities for You and Users to access the Environment without regard to geographic location and to transfer or otherwise move Your data between the Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your data.

13.2 In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. No third party beneficiary relationships are created by this Master Agreement.

AJ-05782

ORACLE ORDERING DOCUMENT

Oracle Caribbean, Inc.
American International Plaza,
250 Muñoz Rivera Avenue, Suite 300
San Juan, PR 00918

Your Name	Autoridad de Energía Eléctrica	Your Contact	Hiram Medero
Your Location	División Eléctrica, P.O. Box 364267, San Juan, PR, 00936, PR	Phone Number	787-521-4050
		Email Address	h-medero@aepr.com

Per Quotation Managed Cloud Services	Net Fee
Per Quotation Managed Cloud Services Fees	\$ 1,724,839.44

Fee Description	Net Fee
Per Quotation Managed Cloud Services Fees	\$ 1,724,839.44
Total Fees	\$ 1,724,839.44

A. Terms of Your Order

1. **Applicable Agreement:** PR-OMA-1906087
2. **Payment Terms:** Net 30 days from invoice date
3. **Payment Frequency:** Monthly in Arrears.
4. **Currency:** US Dollars.
5. **Offer Valid through:** 31-AUG-2019.
6. Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at www.oracle.com/contracts. Service Specifications applicable to the Per Quotation Managed Cloud Services ordered are set forth in the Oracle Managed Cloud Services Terms section of this order.
7. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that You are issued access that enables You to activate Your Services, the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services, and the "Managed Cloud Services Start Date" is the signature date of this order.
8. Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.
9. Invoice: You understand that You may receive multiple invoices for the services You ordered.

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B. Additional Order Terms

1. ORACLE MANAGED CLOUD SERVICES TERMS

The terms in the section apply only to Oracle Managed Cloud Services purchased under this order. Capitalized terms used in this Oracle Managed Cloud Services Terms section but not otherwise defined within this order have the meaning set forth in the Agreement or the Oracle Managed Cloud Services *Definitions Schedule* available at <https://support.oracle.com> by searching on Document ID 780129.5.

a. Managed Cloud Services Ordered

In addition to any Managed Cloud Services identified in the Cloud Services Fees and/or Consulting/Professional Services Fees specified in the tables beginning on the first page of this Order (the "Packaged Services"), You have ordered the Managed Cloud Services detailed in Section 2.B of Appendix A to this order (the "Per Quotation Managed Cloud Services"). Collectively, the Packaged Services and Per Quotation Managed Cloud Services shall be referred to as "Managed Cloud Services" or "Oracle Managed Cloud Services".

The Managed Cloud Services purchased by You under this order are described in the following documents which constitute the Managed Cloud Services Service Specifications (the "OMCS Service Specifications"):

- Oracle Managed Cloud Services for Oracle Public Cloud - Service Descriptions
- Oracle Managed Cloud Service Delivery Policies for Oracle Public Cloud
- Data Processing Agreement for Oracle Cloud Services
- Appendix A: Managed Cloud Services Ordered and Fees
- Appendix B: Statement of Work
- Appendix C: Entitlement and Assumptions
- Appendix D: Programs Supported

The Oracle Managed Cloud Services for Oracle Public Cloud - Service Descriptions, Oracle Managed Cloud Service Delivery Policies and Data Processing Agreement for Oracle Cloud Services are published at www.oracle.com/contracts. Notwithstanding anything to the contrary, in the event of any inconsistencies between the appendices attached to this order (including the Statement of Work) and the Oracle Managed Cloud Services for Oracle Public Cloud - Service Descriptions or the Oracle Managed Cloud Service Delivery Policies, the appendices shall take precedence.

The Appendices are attached to and incorporated into this order. For clarity, references to "Oracle Programs" in this Oracle Managed Cloud Services Terms Section are those Oracle software product licensed to You separately for which Oracle is performing Per Quotation Managed Cloud Services under this order. The term Oracle Programs does not include any Oracle Public Cloud Services under this order.

Any request for changes in Oracle Managed Cloud Services must be in writing; this includes changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in a new order that references this order, or for certain Oracle Managed Cloud Services, a purchase order that references this order.

b. Your Obligations

You acknowledge that Oracle's ability to perform the Oracle Managed Cloud Services depends upon Your fulfillment of the following obligations:

As reasonably required by Oracle, You (including Your officers, agents and employees) will provide Oracle with (i) timely assistance and cooperation, (ii) complete and accurate information, and (iii)

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access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of Oracle Managed Cloud Services.

You acknowledge that if any of the assumptions identified in the OMCS Service Specifications 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 this order, the OMCS Service Specifications, 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.

Unless specified otherwise in the OMCS Service Specifications, You are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into Your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Oracle Managed Cloud Services.

c. Program Licenses and Technical Support

You acknowledge that the Oracle Managed Cloud Services acquired hereunder were bid by Oracle separately from any Oracle Program licenses and other services, that You may acquire Oracle Program licenses without acquiring Oracle Managed Cloud Services or other services, and that the Oracle Managed Cloud Services and related fees do not include associated Oracle Program licenses or technical support.

You acknowledge that (i) You have separately acquired and will continue to maintain for the duration of the Oracle Managed Cloud Services the licenses and Oracle Software Update License & Support (also referred to as "Premier Support"), or any equivalent successor Oracle technical support offering, for any necessary Oracle Programs, including those for which the Oracle Managed Cloud Services are provided, (ii) You will maintain licenses and technical support for any Third Party Software used in Your Environment, and (iii) Your use of such programs and technical support are governed solely by the agreement(s) under which such licenses and technical support are obtained. Oracle may temporarily suspend Your password, account, and access to or use of the Oracle Managed Cloud Services if Your licenses and/or technical support for the Oracle Programs lapse.

d. Services Period /End of Services

The Services Period of the Oracle Managed Cloud Services shall begin on the Managed Cloud Services Start Date and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity purchased for such services ordered as set forth in this order, (ii) the Managed Cloud Services Start Date plus the number of months specified in the first table on the first page of this Order, or (iii) the termination of the Oracle Managed Cloud Services by either party in accordance with the Agreement or this order.

If any unused quantity of Oracle Managed Cloud Services remain at the end of the Services Period, such unused quantity is forfeited at the end of such period and Oracle shall have no further obligation with respect to such unused Oracle Managed Cloud Service. You may terminate for convenience the Oracle Managed Cloud Services under this order, provided that You first: (i) provide no less than forty-five (45) calendar days prior written notice to Oracle ("Termination Notice Period") and (ii) pay Oracle for all Oracle Managed Cloud Services through the effective date of termination.

Following Your termination for convenience of the Oracle Managed Cloud Services as set forth above, (i) Oracle shall refund any unused portion of fees that You pre-paid to Oracle for services beyond the effective date of termination, and (ii) You may otherwise use the Oracle Programs subject to the terms of the agreement and applicable order under which such program licenses were acquired.

e. Warranties and Exclusive Remedies

Oracle warrants that the Managed Cloud Services will be provided in accordance with the service levels specified in the Oracle Managed Cloud Services for Oracle Platform as a Service and Infrastructure as a Service - Service Descriptions, Oracle Managed Cloud Services for Software as a

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Service - Service Descriptions, or Oracle Managed Cloud Security Services -Service Descriptions, as applicable. For Per Quotation Services for which there is no corresponding Service Description, Oracle warrants that such services will be provided in accordance with the Managed Cloud specifications set forth in the Schedules under the Statement of Work defined in Appendix B of this Ordering Document.

If the Services provided to You in any given month of the Services Period were not in accordance with the services warranty specified in the previous paragraph, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must identify the services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If applicable, Oracle will remit a services fee credit for such month calculated as specified in the Service Descriptions. For Per Quotation Services for which there is no corresponding Service Description, Oracle will remit a services fee credit for such month calculated at 10 percent of the payment amount for the applicable Per Quotation Services for the applicable month. The credit will be in the form of a credit towards any outstanding balance of Managed Cloud Services owed to Oracle. NOTWITHSTANDING THE EXCLUSIVE REMEDIES UNDER THE AGREEMENT, THE REMITTANCE OF THE CREDIT DESCRIBED IN THIS PARAGRAPH WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF THE SERVICES WARRANTY SPECIFIED HEREIN.

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, THE SERVICE WARRANTY SPECIFIED IN THIS SECTION IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED. WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

2. Insurance

Oracle shall provide and maintain in full force and effect during the life of this Agreement as provided herein, policies of insurance covering all operations engaged in by Oracle as follows:

Professional Liability Insurance:

Oracle shall provide a Professional Liability Insurance with limits of \$1,000,000 per occurrence and \$1,000,000 aggregate.

All required policies of insurance shall be in a form acceptable to the Autoridad de Energia Electrica de Puerto Rico and shall be issued only by insurance companies authorized to do business in Puerto Rico.

Oracle shall furnish a certificate of insurance in original signed by an authorized representative of the insurer in Puerto Rico, describing the coverage afforded.

Nothing in this Ordering Document shall be deemed to preclude Oracle from selecting a new insurance carrier or carriers or obtaining new or amended policies at any time, as long as the above insurance coverage is maintained

3. Services in the Ordinary Course of Business

Notwithstanding anything herein to the contrary, Oracle Caribbean Inc. and Autoridad de Energía Eléctrica ("Customer") acknowledge that The Financial Oversight and Management Board for Puerto Rico ("Oversight Board") commenced a case under Title III of PROMESA in the United States District Court for the District of Puerto Rico (the "Supervising Court"), on July 2, 2017. Customer represents that it believes that all fees due under this Ordering Document are incurred by Customer in the ordinary course of business. Customer agrees that Oracle shall receive payment under the payment terms contained herein, and that Oracle shall not be required to bring an Administrative Action to obtain payment. In the event

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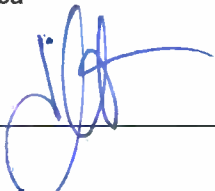

Oracle is required to bring an Administrative Action to obtain payment of fees due under this Ordering Document, Customer agrees that Oracle may recover all attorney's fees incurred in bringing such action. In the event the Supervising Court or Oversight Board determine that the licenses and/or services obtained, and fees incurred, by Customer herein exceeded the scope of Customer's authority, Customer shall immediately notify Oracle in writing of such determination and this Ordering Document shall terminate. Upon termination, Customer shall return or destroy all copies of the programs ordered hereunder; Customer's access to the Cloud Services will be restricted, and Customer shall have no rights to use and Oracle shall have no obligation to deliver the Cloud Services ordered hereunder.

4. Customer Transformation

The Parties acknowledge that PREPA is undergoing a transformation process, and therefore, both Parties agree that in the eventuality of the execution of a Partnership Contract, Sale Contract or any other PREPA Transaction (as these terms are defined in Act 120-2018), PREPA may assign its rights and obligations in this Contract and all the ordering documents placed hereunder to an entity (the "Assignee") as permitted by applicable law, to any future operator of Puerto Rico's electric power transmission and distribution system or any of its affiliates, or to any governmental agency, body, public corporation or municipality of Puerto Rico (the "Assignee"); provided that PREPA shall give advance written notice no later than thirty (30) days before of such assignment to Oracle and the Assignee agrees in writing with Oracle that it assumes all obligations and liabilities with respect to this agreement and all ordering documents placed hereunder and agrees to be bound by such terms and conditions.

5. Oracle Executes First:

Your signature, printed name, title and signature date in the signature block below are the only handwritten changes to this ordering document that will be accepted. Other changes to this ordering document, handwritten or otherwise, will render this ordering document null and void, unless such changes have been specifically agreed to by both parties in writing.

This quote is valid through 31-AUG-2019 and shall become binding upon execution by You and acceptance by Oracle.	
Autoridad de Energía Eléctrica	Oracle Caribbean, Inc.
Authorized Signature: 	Authorized Signature: 
Name: <u>José F. Ortiz Vázquez</u>	Name: <u>Mónica Díez</u>
Title: <u>Chief Executive Officer</u>	Title: <u>Deed Manager</u>
Signature Date: <u>August 9, 2019</u>	Signature Date: <u>23-July-2019</u>
Ordering Document Effective Date: _____	(To be completed by Oracle)

FOR ORACLE INTERNAL USE ONLY: Solution Expiration 31-AGO-2019, Gov Level Tier 2, CSQM Quote # and Version 77071 v1, Fusion CRM Opportunity ID B2358, Upgrade. - CSQM Quote # and Version 74209 v1, Fusion CRM Opportunity ID 8Z6BS

**APPENDIX A
MANAGED CLOUD SERVICES ORDERED AND FEES**

This Appendix A sets forth the fees and services ordered for the Oracle Managed Cloud Services.

1. Managed Cloud Services Fees

A. Fees for Packaged Services

Fees for Managed Cloud Services Packaged Services are specified in the tables beginning on the first page of this order.

B. Fees for Per Quotation Managed Cloud Services

Fees for Per Quotation Managed Cloud Services are specified in the following table.

Per Quotation Managed Cloud Services Fees

	Year 1 Fees	Total
Core Services and Service Options	\$1,724,839.44	\$1,724,839.44
Total Fees for Per Quotation Managed Cloud Services	\$1,724,839.44	\$1,724,839.44

You agree to pay Oracle, monthly in arrears and in accordance with the Payment Schedule table below.

Per Quotation Managed Cloud Services Payment Schedule

Year	Core Services and Service Options Payments
Month 1	\$162,673.43
Month 2	\$162,673.43
Month 3	\$162,673.43
Month 4	\$162,673.43
Month 5	\$162,673.43
Month 6	\$162,673.43
Month 7	\$162,673.43
Month 8	\$162,673.43
Month 9	\$162,673.43
Month 10	\$86,926.19
Month 11	\$86,926.19
Month 12	\$86,926.19
Total Payments for Per Quotation Managed Cloud Services	\$1,724,839.44

2. Managed Cloud Services Ordered

A. Packaged Services Ordered

The quantity and type of Packaged Services purchased by You under this order are specified in the fees table(s) beginning on the first page of this order.

B. Per Quotation Managed Cloud Services Ordered

The following table lists the Per Quotation Managed Cloud Services purchased by You under this order. If You are purchasing multiple quantities of a service, such quantity is noted in the Quantities table below.

Per Quotation Managed Cloud Services

Oracle E-Business Suite Programs (Enterprise Edition)

Part #	Managed Cloud Service	Quantity
A97124	Managed Cloud Services - Professional Application User	1
A97125	Managed Cloud Services - Self Service Application User	1
L102231	Managed Cloud Services - OCPU	1

Service Options

Part #	Managed Cloud Service	Quantity
A97038	Managed Cloud Services - Enhanced Recovery Services - Maximum Availability - OMCS OCPU	1
A97124	Managed Cloud Services - Professional Application User	1
A97125	Managed Cloud Services - Self Service Application User	1
B72207	Managed Cloud Services - Storage Unit - 200 Usable Gigabytes 25 to < 50 Usable Terabytes	1
B85980	Managed Cloud Services - Additional Non-Production Environment – Tier 3	1
L102231	Managed Cloud Services - OCPU	1

E-Business Upgrade R12.2 Service Options

Part #	Managed Cloud Service	Quantity
L102231	Managed Cloud Services - OCPU	1

Part #	Managed Cloud Service	Quantity
A97038	Managed Cloud Services - Enhanced Recovery Services - Maximum Availability - OMCS OCPU	1
B41129	Managed Cloud Services - Upgrade Services	1
B85980	Managed Cloud Services - Additional Non-Production Environment – Tier 3	1

Oracle Technology Programs (Application Server)

Part #	Managed Cloud Service	Quantity
L102231	Managed Cloud Services - OCPU	1

Service Options

Part #	Managed Cloud Service	Quantity
B85980	Managed Cloud Services - Additional Non-Production Environment – Tier 3	1
L102231	Managed Cloud Services - OCPU	1

The quantity of Core Services and/or Service Options purchased by You under this order are listed in the Quantities Table below, by month.

For purposes of monthly quantities identified within this Appendix C, "Month 1" shall correspond to the period beginning on the effective date of this order and ending one month later. Subsequent months shall be based on this timing. For example, "Month 2" shall begin on the last day of Month 1 and end one month later.

Concurrent users, if applicable, are 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 any concurrent users indicated in the following table.

Quantities for E-Business Suite
Quantities for Year 1

Metric	Quantity by Month											
	1	2	3	4	5	6	7	8	9	10	11	12
<i>For Oracle E-Business Suite Programs (Enterprise Edition) - Service 1</i>												
Application Users	650	650	650	650	650	650	650	650	650	650	650	650
Self-Service Application Users	10841	10841	10841	10841	10841	10841	10841	10841	10841	10841	10841	10841
Concurrent Users	1833	1833	1833	1833	1833	1833	1833	1833	1833	1833	1833	1833
OCPU	49	49	49	49	49	49	49	49	49	49	49	49
Managed Cloud Services - Additional Non-Production Environment – Tier 3	3	3	3	3	3	3	3	3	3	3	3	3
Managed Cloud Services - Enhanced Recovery Services - Maximum Availability - OMCS OCPU	28	28	28	28	28	28	28	28	28	28	28	28

Quantities for E-Business Upgrade 12.2
Quantities for Year 1

Metric	Quantity by Month											
	1	2	3	4	5	6	7	8	9	10	11	12
<i>For Oracle E-Business Suite Programs (Enterprise Edition) - Service 1</i>												
OCPU	134	134	134	134	134	134	169	169	169	0	0	0
Managed Cloud Services - Enhanced Recovery Services - Maximum Availability - OMCS OCPU	0	0	0	0	0	0	86	86	86	0	0	0
Managed Cloud Services - Additional Non-Production Environment – Tier 3	0	0	0	0	0	0	3	3	3	0	0	0

Metric	Quantity by Month											
	1	2	3	4	5	6	7	8	9	10	11	12
<i>For Oracle Technology Programs (APEX) - Service 1</i>												
OCPU	6	6	6	6	6	6	6	6	6	6	6	6
Managed Cloud Services - Production	1	1	1	1	1	1	1	1	1	1	1	1
Managed Cloud Services - Additional Non-Production Environment – Tier 3	1	1	1	1	1	1	1	1	1	1	1	1

APPENDIX B STATEMENT OF WORK

This Appendix B defines the Statement of Work for the Per Quotation Managed Cloud Services.

The performance of services is contingent upon Your meeting of 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.

1. Statement of Work

The Statement of Work consists of the following Schedules. You may access the Schedules at <https://support.oracle.com> by searching on Document ID 780129.5. Capitalized terms not otherwise defined in a Schedule within the Statement of Work shall have the meaning ascribed to them in the *Definitions Schedule*. References to the term "Customer" shall mean "You" as defined in this order.

STATEMENT OF WORK SCHEDULES

- (1) *Application Management Services Schedule*
- (2) *Backup Entitlement Schedule*
- (3) *Refresh Schedule*
- (4) For Oracle E-Business Suite Programs: Application Management Services for Oracle E-Business Suite Schedule
- (5) *Governance Services Schedule*
- (6) *Definitions Schedule*
- (7) *Refresh Entitlement Schedule*
- (8) *Security Practices for @Oracle Schedule*
- (9) *Enhanced Recovery Services Maximum Availability Schedule*
- (10) *Infrastructure Services for @Oracle Schedule*
- (11) *Service Options for @Oracle Schedule*
- (12) *Upgrade Services for R12 Schedule*
- (13) *Transition Advisory Services Schedule*
- (14) *DBA Support Services Schedule*
- (15) *For Oracle Technology Programs: Oracle Technology Management Schedule*

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**APPENDIX C
ENTITLEMENT AND ASSUMPTIONS**

This Appendix C specifies the Entitlement and assumptions for the Per Quotation Managed Cloud Services.

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 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 (i) a new order, (ii) an amendment to this order, or (iii) for certain services, a purchase order that references this order.

1. Environment, VPN and Storage Entitlement

The following table in this Section 1 identifies, by type of Oracle Program, the Environment, VPN and storage Entitlement for Per Quotation Managed Cloud Services ordered under this order, at the end of each year of the Services Period.

**ENVIRONMENT, VPN AND STORAGE ENTITLEMENT for
E-Business Suite Total Environment,
VPN and Storage Entitlement for Per Quotation Managed Cloud Services – Year 1**

Oracle Programs or Service Option	Standard VPNs	Production Environments	Production Support Environments	Non-Production Environments	Disaster Recovery Environments	Reporting Environment	Usable Storage (in Gigabytes)
Oracle E-Business Suite Programs (Enterprise Edition) - Service 1-ERS		0	0	0	1	0	1800
Oracle E-Business Suite Programs (Enterprise Edition) - Service 1-PROD		1	2	3	0	0	23200
TOTAL FOR ALL ORACLE AND/OR SERVICE OPTIONS PROGRAMS	1	1	2	3	1	0	25000

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**ENVIRONMENT, VPN AND STORAGE ENTITLEMENT for
UPGRADE of E-Business Total Environment,
VPN and Storage Entitlement – Year 1 - (9 months only)**

Oracle Programs or Service Option	Standard VPNs	Production Environments	Production Support Environments	Non-Production Environments	Disaster Recovery Environments	Reporting Environment	Usable Storage (in Gigabytes)
Oracle E-Business Suite Programs (Enterprise Edition) - Service 1-ERS		0	0	0	1	0	2800
Oracle E-Business Suite Programs (Enterprise Edition) - Service 1-PROD		1	1	4	0	0	17200
TOTAL FOR ALL ORACLE AND/OR SERVICE OPTIONS PROGRAMS	0	1	1	4	1	0	20000

**ENVIRONMENT, VPN AND STORAGE ENTITLEMENT for
Oracle Technology Programs Weblogic Server (APEX) - Service 1
Total Environment, VPN and Storage Entitlement – Year 1**

Oracle Programs or Service Option	Standard VPNs	Production Environments	Production Support Environments	Non-Production Environments	Disaster Recovery Environments	Reporting Environment	Usable Storage (in Gigabytes)
Oracle Technology Programs Weblogic Server (APEX) Service 1		1	1	0	0	0	0

Additional information on Environments and storage is detailed in Section 5.B (Product and Architecture Scope Assumptions) of this Appendix C.

2. Governance Services

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

Governance Services Entitlement

(M)

Service	Quantity/Type
Year	Year 1
Customer Management Lead	Named Resource
Customer Management Delivery Methodology	Remote
Account Review Frequency	Quarterly
Account Review Delivery Methodology	Onsite
Service Plan Frequency	Bi-Weekly
Availability Plan Frequency	Quarterly
Service Request Review Frequency	Bi-Weekly
Service Review Frequency	Quarterly
Service Review Delivery Methodology	Onsite

The delivery of the entitlements identified in the Governance Services Entitlement table above is subject to, and shall not exceed, the maximum of **200 days plus 48 days for Upgrade** service delivery days per year. A "day" consists of 8 hours.

3. Core Services

Oracle E-Business Suite Programs (Enterprise Edition) - Service 1 Oracle E-Business Suite Entitlement

Service	Quantity/Type
Environments	As indicated in Section 1.A of this Appendix C
Storage	As indicated in Section 1.A of this Appendix C
Backups	As indicated in the <i>Backup Entitlement Schedule</i>
Refreshes	As indicated in the <i>Refresh Entitlement Schedule</i>
Data Export	One per year
Periodic Maintenance Plan	<ul style="list-style-type: none"> ▪ Weekly <ul style="list-style-type: none"> - Mandatory or emergency patching ▪ Monthly <ul style="list-style-type: none"> - Content Updates (i.e. Vertex Payroll and sales tax data) ▪ Bi-Annually <ul style="list-style-type: none"> - Technology Stack updates. - Application patch sets that do not affect functionality. - Implementation of system assessment recommendations.

Oracle Technology Programs (APEX) - Service 2 Oracle Technology Entitlement

Service	Quantity/Type
Environments	As indicated in Section 1.A of this Appendix C
Backups	Daily local backups
Refreshes	As indicated in the <i>Refresh Entitlement Schedule</i>

4. Service Options

- A. The period of Per Quotation Managed Cloud Services Service Options provided under a Schedule within the Statement of Work shall begin on the Managed Cloud Services Start Date 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 Period, or (iii) the termination or expiration of the applicable Service Options in accordance with the terms of this order

Any unused Service Options remaining at the end of the applicable term shall expire and be forfeited without refund, and Oracle shall have no further obligation with respect to such Service Options.

Transition Advisory Services

Service	Quantity/Type
Transition Advisory Services Delivery Methodology	Remoto with 38 man/days during 9 months.
Transition Activity	Transición de un nuevo sistema a un Entorno de Oracle On Demand
Oracle Program(s) to be Transitioned	E-Business Suite R12.2
Languages included in Transitioned Managed Cloud Services Environment	Español LA, e Inglés
Estimated Transition Project Start Date	- Month 1, after the effective date of the Ordering Document
Estimated Transition Project End Date	- Month 9, after the effective date of the Ordering Document

DBA Support Services - Service 1 DBA Support Services - Base, Advanced and Premium Entitlement

Service	Quantity/Type	
DBA Support Services Duration (in months)	Nine (9) months	
DBA Support Services Category	Base	
DBA Support Services Delivery Methodology	Remote	
Post Production Go-Live Support	Included	
Maximum Number of Person Days of DBA	Base per Year	Maximum 138 man/days during 8 months
	Advanced per Year	None
	Premium Support Services per Year	None
Oracle Programs	Oracle E-Business Suite	
Third Party Software	None	
Primary Hours of Operation Excluding holidays, Maintenance Windows, Planned Outages and technology upgrade	8 a.m. till 5 p.m., EST, Monday through Friday	
Technology Stack Upgrade	Included	



B. Service Options by Month

Services Options YEAR 1

Description	Availability By Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Service Option												
Managed Cloud Services - Transition Advisory Services												
Managed Cloud Services - DBA Support Services												

Key: Service Options Not Available Service Options Available

ENHANCED RECOVERY SERVICES – MAXIMUM AVAILABILITY
Enhanced Recovery Services - Maximum Availability Entitlement

Service	Quantity/Type
Oracle Programs	Oracle E-Business Suite Programs (Enterprise Edition) - Service 1
Production Environments	As indicated in Section 1.A of this Appendix C
Tests	1 per Year

Service Options By Month for E-Business Suite
Services Options YEAR 1

Description	Availability By Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Service Option												
Managed Cloud Services - Additional Non-Production Environment – Tier 3												
Managed Cloud Services - Enhanced Recovery Services - Maximum Availability - OMCS OCPU												
Managed Cloud Services - OCPU												
Managed Cloud Services - Professional Application User												
Managed Cloud Services - Self Service Application User												
Managed Cloud Services - Storage Unit - 200 Usable Gigabytes 25 to < 50 Usable Terabytes												

Key: Service Options Not Available Service Options Available

Service Options By Month for UPGRADE R12.2
Services Options

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Description	Availability By Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Service Option												
Managed Cloud Services - Additional Non-Production Environment – Tier 3												
Managed Cloud Services - Enhanced Recovery Services - Maximum Availability - OMCS OCPU												
Managed Cloud Services - Upgrade Services												

5. Assumptions

The assumptions identified in this Section 5 apply to the Schedules within 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

PROJECT SCOPE ASSUMPTIONS FOR Oracle E-Business Suite Programs (Enterprise Edition) - Service 1

Project Assumptions/Requirements	
Project Type	Renewal, Technical Upgrade and Migration to OCI.
Functional Upgrade or Implementation Scope	Customer
CEMLI Upgrade or Implementation Scope	Customer
User Acceptance Testing	Customer
Third Party Vendor Tools	Customer

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 Per Quotation Managed Cloud Services. Oracle Program versions and Technology Stack details, if applicable, are based on Oracle’s configuration standards current as of the Managed Cloud Services Start Date.

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PRODUCT AND ARCHITECTURE SCOPE ASSUMPTIONS

Architecture Assumptions	
Oracle E-Business Suite Programs (Enterprise Edition) - Service 1	
Application, Pillar (if applicable), and/or Modules Releases	Oracle E-Business Suite Programs (Enterprise Edition) - Service 1: EBS Release 12.1 Advanced Benefits, Advanced Collections, Advanced Pricing, Dedicated Discoverer, Financials, Human Resources, Inventory Management, Order Management, Payroll, Procurement Contracts, Project Billing, Project Contracts, Project Costing, Project Management, Purchasing, Release Management, Sales Contracts, Self-Service Human Resources, Services Procurement, Sourcing, Sourcing Optimization, Time and Labor, iProcurement, iReceivables, iRecruitment, iSupplier Portal
Server Virtualization	Oracle Managed Cloud will determine and implement server virtualization where applicable. The infrastructure and Storage will be provided in the Oracle Cloud (OCI – “Oracle Cloud Infrastructure”)
Public Internet Access	Yes
Environment Nodes as of Effective Date for E-Business Suite – RENEWAL 12 Months	Production Environment: 9 Nodes Production Support Environment: 9 Nodes Non-Production Environment: 9 Nodes DR- Environment: 8 Nodes
Environment Nodes as of Effective Date for UPGRADE E-Business R12.2 – 9 Months	Production Environment: 12 Nodes Production Support Environment: 14 Nodes Non-Production Environment: 16 Nodes
Miscellaneous	
Architecture Assumptions	
Estimated Production Go-Live Date(s)	Migration to OCI – Oracle Public Cloud - 6 months after the effective date of the Ordering Document Upgrade 12.2 - 9 months after the effective date of the Ordering Document Renewal - Not Applicable - occurs in the past
Architecture Assumptions	
Oracle Technology Programs Weblogic Server(APEX) - Service 2	
Application, Pillar (if applicable), and/or Modules Releases	Oracle Technology Programs Weblogic Server
Server Virtualization	Oracle Managed Cloud will determine and implement server virtualization where applicable
Public Internet Access	None
Environment Nodes as of Effective Date	Production Environment: 1 Nodes Production Support Environment: 1Nodes Non-Production Environment: 0 Nodes
Miscellaneous	

The following Environments and Storage table(s) indicates, by type of Oracle Program, any planned environments and storage for Core Services and/or Service Options.

**Environments and Storage
Year 1 - Oracle E-Business Suite Programs (Enterprise Edition) - Service 1**

ENVIRONMENT	1	2	3	4	5	6	7	8	9	10	11	12
PROD												
PROD SUPPORT												
DEV												
ERS MA												
RENEW_DPRT5I												
RENEW_DPRT6I												
RENEW_TPRT2I												
Storage	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000	25000

Key: Environment Not Available Environment Available

**Environments and Storage for UPGRADE E-Business Suite.
Year 1 (9 Months) - Oracle E-Business Suite Programs (Enterprise Edition) - Service 1**

ENVIRONMENT	1	2	3	4	5	6	7	8	9	10	11	12
PROD												
PROD SUPPORT												
DEV												
ADD_DEV_1												
ADD_DEV_2												
ADD_TEST												
ERS MA												
Storage	6000	6000	6000	6000	6000	6000	20000	20000	20000	0	0	0

Key: Environment Not Available Environment Available

C. Disaster Recovery Assumptions

Disaster Recovery for Oracle E-Business Suite Programs (Enterprise Edition) - Service 1	
Offsite Backup	As identified in the Applicable Entitlement Schedule
Recovery Time Objective	As identified in the Enhanced Recovery Services – Maximum Availability Schedule
Recovery Point Objective	As identified in the Enhanced Recovery Services – Maximum Availability Schedule

D. Other Assumptions

Other Assumptions for Oracle E-Business Suite Programs (Enterprise Edition) - Service 1	
Third Party Vendor Software	None
Technology Stack	The OCPU's and Storage will be provided by Oracle on the Oracle Public Cloud (OPC) into Oracle Cloud Infrastructure (OCI).

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Other Assumptions for Oracle E-Business Suite Programs (Enterprise Edition) - Service 1	
Migration to OCI (OPC)	The "Technical Migration" will be performed by OMCS. The "Functional Migration" that include CEMLI's Break and Fix, will be performed by Customer or his Functional Consultant. Migration will have a duration of 6 months as maximum period.
Scope of Upgrade 12.2	The Upgrade will be performed by OMCS, during a period of 9 months. Technical Upgrade of Oracle E-Business Suite to target Release 12.2.7 with Oracle Database target Release 12c
APEX 18.2	The application APEX, will be implemented and configured by Customer, according with the OMCS recommendations. OMCS only will be responsible for Manage the WebLogic application Server VM's

Other Assumptions for - Oracle Technology Programs Weblogic Server (APEX) - Service 2	
Third Party Vendor Software	None
Technology Stack	None
APEX 18.2	The application APEX, will be implemented and configured by Customer, according with the OMCS recommendations. OMCS only will be responsible for Manage the WebLogic application Server VM's

**APPENDIX D
PROGRAMS SUPPORTED**

This Appendix D specifies the Oracle Programs for which the Per Quotation Managed Cloud Services identified in Appendix A are provided.

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

1. Definitions

The definitions below define the access provided for the types of Per Quotation Managed Cloud Services provided under this order.

- a. OMCS OCPU Per Month
- b. Self Service Application User
- c. Application User

2. Programs

The tables below identify the Oracle Programs for which Per Quotation Managed Cloud Services are provided.

Managed Cloud Services Professional Application User

Category	Programs
Financial	Advanced Collections, Financials
Human Resources	Advanced Benefits, Human Resources, Time and Labor, iRecruitment
Logistics	Inventory Management
Marketing and Sales	Advanced Pricing
Order Management	Order Management, Release Management
Procurement	Procurement Contracts, Services Procurement, Sourcing, Sourcing Optimization, iProcurement, iSupplier Portal
Projects	Project Billing, Project Contracts, Project Costing, Project Management
Read Only Users	Purchasing, Sales Contracts

Managed Cloud Services Self Service Application User

Category	Programs
Human Resources	Self-Service Human Resources

Oracle Managed Cloud Services OCPU (For Oracle E-Business Suite Programs)

Category	Programs
Financial	iReceivables
Human Resources	Payroll



Category	Programs
Other	Dedicated Discoverer

Upgrade Services for R12
Schedule to the Managed Cloud Services Ordering Document

Version 1.1, 6/1/2013

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Section 1: Services Scope

1.1 Overview

Upgrade Services for R12 are designed to upgrade Oracle E-Business Suite programs to version Release 12 (the “services” or the “Upgrade Services”)

As part of the services, the database and Oracle programs in the existing environment identified in the Upgrade Services for R12 section of the Ordering Document (the “Pre-Upgrade Environment”) will be updated to the database version and Oracle E-Business Suite Release R12 version identified in the Upgrade Services for R12 section of the Ordering Document. The resulting upgraded environment (the “Upgraded Environment”) will be compliant with Managed Cloud Services standards.

The Upgrade Services are available only for the environment(s) (“Environment”) and programs (“Oracle Programs”) identified in the Upgrade Services for R12 Section of the Ordering Document. The services are not available for any other programs, software, and/or environments.

1.2 Scope

The services described herein are delivered via the delivery methodology identified in the Upgrade Services for R12 section of the Ordering Document, and managed by Oracle during the hours of operation identified in the Upgrade Services for R12 section of the Ordering Document at the location specified in the Ordering Document.

The services will be performed and delivered in U.S. English language only.

Depending on Customer’s business requirements and overall requirements of the services, Customer may be required to purchase additional services not covered by this Schedule associated with networking, storage, backups, and Refreshes.

In the event that modifications to the Oracle Programs identified in the Upgrade Services for R12 section of the Ordering Document are required, Customer shall purchase additional Upgrade Services, as applicable.

1.3 Exclusions

The Upgrade Services do not include any service that is not specified in this Schedule, such as

activities related to functional changes required as the result of the Upgrade.

Section 2: Project Planning, Assessment, and Governance

2.1 Project Planning and Assessment

Oracle will:

- Assign a project manager to facilitate delivery of the services. The project manager will provide services via the delivery methodology identified in the Upgrade Services for R12 section of the Ordering Document.
- Coordinate with Customer to establish a project plan for delivery of the services that consists of the estimated start and end date of the Upgrade Services, dates of key milestones ("Project Plan"), and the required scheduled downtime of the Pre-Upgrade Production Environment during cutover to the new Release.
- Provide to Customer a report identifying Service Requests related to the Upgrade Services as indicated in the Upgrade Services for R12 section of the Ordering Document.
- Assess the level of compliance of the Pre-Upgrade Environment with Oracle standards; such assessment will include review of interfaces between the Environment and external systems.
- If Customer has purchased Computer and Administration Services, or as deemed necessary by Oracle, perform Upgrade analysis, including platform analysis.
- Inspect the data size, products, and custom schemas of the Pre-Upgrade Environment to determine the most appropriate Upgrade methodology.

Provide to Customer a logistics plan for creating a data export from the Pre-Upgrade Environment.

- Document the CEMLI assessment, Upgrade path, and details of the Upgraded Environment.
- Manage and track Oracle responsibilities outlined in the Project Plan, issues, risks, and personnel requirements.
- Conduct project status calls and, upon Customer's request, participate in Customer's weekly Upgrade status calls.
- Provide an escalation contact for Upgrade project issues.

Customer will:

- Prior to commencement of the services, appoint a project manager to work with Oracle on the Upgrade, and communicate such project manager's contact information to Oracle.
- Coordinate with Oracle to establish the Project Plan.
- Coordinate with Oracle to determine the range of historical data that will included in the Upgrade.
- Participate in project status calls.

2.2 Project Governance

Oracle will:

- Provide to Customer Upgrade and Release guidance, training, Certified Configuration requirements, and standards applicable to the Managed Cloud Services.
- Identify any licenses, technical support, Managed Cloud Services (e.g. additional storage, additional Non-Production Environments), or other types of services Customer must separately purchase.
- Following the completion of the Upgrade, document changes in processes, interfaces, and manual operations.
- Obtain Customer acceptance of key Upgrade deliverables.

Customer will:

- Manage and coordinate Customer resources and any Third Party Vendors whom Customer has designated to participate in the project.
- Ensure that the Pre-Upgrade Environment is fully functional, including from an applications perspective, prior to commencement of the services.
- Cease development efforts that may impact the Oracle Programs (e.g., patches, enhancements) during the term of the services.
- Cease all development work one week prior to the final test migration.
- Once the services commence, make no significant changes in the use of the PreUpgrade Environment, including but not limited to, adding new business areas, countries, or modules, or significant increases in data volume or data loads; however, Customer may continue to use the Pre-Upgrade Environment for business activities consistent with Customer's use prior to commencement of the services.
- If Customer has purchased Administration Services, provide sufficient capacity, as defined by Oracle, to support the Upgrade.
- If Customer has purchased Computer and Administration Services, purchase additional capacity if deemed necessary by Oracle.
- Limit activities in the source Environment (i.e., a Development Environment or Production Support Environment) to activities related to the Upgrade.
- Accept or reject key Upgrade deliverables within three days of delivery by Oracle; Customer shall provide a written description of any defects. Customer shall not unreasonably withhold acceptance of key deliverables and acknowledges that withholding acceptance may delay the project.
- Identify any licenses, technical support, Managed Cloud Services (e.g. additional storage, additional Non-Production Environments), or other types of services Customer must separately purchase.
- If applicable, purchase licenses, technical support, Managed Cloud Services (e.g. additional storage, additional Non-Production Environments, additional Servers), or other types of services required to deliver the services.

Section 3: Upgrade Services

Oracle will:

- If Customer has purchased Computer and Administration Services, analyze the Technology Stack, including the platform, for purposes of the Upgrade.
 - The Technology Stack upgrade includes upgrades to the Oracle-recommended version of the application server, database, and forms and reports.
- Provide technical services to upgrade Customer's existing release of the Oracle database to the Oracle-certified Database version 11g.
- Provide technical services to upgrade the Oracle Programs in the Pre-Upgrade Environment to Oracle E-Business Suite Release 12.
- Install the upgrade file system for the new Technology Stack and Oracle Programs.
- Apply necessary pre-upgrade patches (pursuant to the Oracle Application Release notes) to the newly installed (not source) Oracle Programs upgrade release file system.
- Run the Oracle E-Business Suite Release 12 maintenance pack and consolidated update patches.



- Following application of the Oracle E-Business Suite Release 12 maintenance pack, complete required post-update tasks, including application of the Oracle E-Business Suite Release 12 online help patches and any other required patches identified in Oracle Application Release notes.
- Perform the number of test upgrades identified in the Upgrade Services for R12 section of the Ordering Document; such upgrade tests will be against a copy of the database and Oracle Programs from the Pre-Upgrade Environment and are intended to confirm the accuracy of the documented Upgrade steps and to identify required duration for each Upgrade step.
- Provide technical services to upgrade the database and Oracle Programs in the PreUpgrade Production Environment to establish the Upgraded Environment.
- Work with Customer to identify and resolve issues related to the Technology Stack Upgrade during Customer's system integration testing ("SIT") and UAT, prior to applying the Upgrade to the Upgraded Environment.
- Perform basic health checks to validate access to the Upgraded Environment.
- Provide to Customer the number of technical intervention summary documents (TIS) identified in the Upgrade Services for R12 section of the Ordering Document; the documents will detail issues discovered during the Upgrade and how such issues were resolved.

Customer will:

- Provide to Oracle all technical design documents.
- If applicable, purchase additional servers, additional Non-Production Environments, and/or storage required to execute the test upgrades.
 - Purchase all applicable components required for the Upgrade including:
 - An intermediate Upgrade, if required
 - Third Party Software integrations
 - Special setups
 - Inbound and outbound interfaces
- Convert all non-English language documents to the English language.
- Review Oracle E-Business Suite Upgrade documentation.
- Provide Oracle with access to the Oracle Programs, as required.
- Refresh the Pre-Upgrade Environment and create a full backup of the existing Release.
- Perform SIT and UAT on subsequent test Upgrades and the Upgraded Environment.
- Work with Oracle to resolve issues identified during UAT.

Section 4: Production Readiness and Post Production Go-Live Assistance

Customer acknowledges that Customer's Production Environment will be unavailable during the execution of the final Upgrade of the Production Environment.

Oracle will:

- Complete a DBA system assessment of the Upgraded Environment.
- Confirm that the Upgraded Environment meets all requirements necessary to obtain Production Ready Status.
- Obtain Customer's approval to proceed to Production Go-Live.
- Provide Post Production Go-Live assistance for the number of days indicated in the Upgrade Services for R12 section of the Ordering Document.

- Following Production Go-Live, retain Customer's Pre-Upgrade production Environment for the number of days indicated in the Upgrade Services for R12 section of the Ordering Document; Customer will not have access to this environment.

Customer will:

- Assist with any changes to the Upgraded Environment required to obtain Production Ready Status.
- Provide written approval to Oracle to proceed to Production Go-Live.
- Purchase additional Upgrade Services if Customer requires the Pre-Upgraded Environment for more than 30 days.

Section 5: Third Party Software

This Section 5 applies if Customer requires, and Oracle approves, the use of Third Party Software in the Upgraded Environment and such Third Party Software resides in the Pre-Upgrade Environment.

Customer is solely responsible for upgrading Third Party Software, except as described herein.

Oracle will:

- With guidance and instructions from Customer, enable Third Party Software in the Upgraded Production Environment.
- Assist Customer and the applicable Third Party Software Vendor as necessary to facilitate troubleshooting of Third Party Software in connection with the Upgrade.

Customer will:

- Provide Oracle with guidance and instructions to enable Third Party Software.
- Coordinate with Oracle and the Third Party Software Vendor of the approved Third Party Software as necessary to facilitate troubleshooting of such software in connection with the Upgrade.

