

ARLINGTON COUNTY, VIRGINIA

**AGREEMENT NO. 20-225-R
AMENDMENT NUMBER 1**

This Amendment Number 1 is made on the date of execution by the County and amends Agreement Number 20-225-R (“Main Agreement”) dated April 6, 2020 between DLT Solutions, LLC (“Contractor”) and the County Board of Arlington County, Virginia (“County”).

The County and the Contractor agree to amend the Rider Agreement 20-225-R as follows:

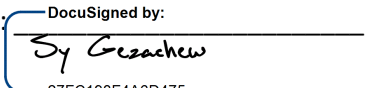
1. Section 4: Scope of Work, is hereby revised to include IDCS Managed Cloud Services per the attached Exhibit A.
2. Pricing is hereby revised to include the pricing and payment schedule from Exhibit A – Section B – Fees, for a Not to Exceed amount of \$27,055.46.

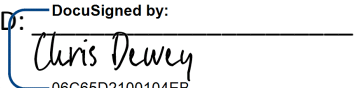
All other terms and conditions of the Main Rider Agreement remain the same and in effect.

WITNESS these signatures:

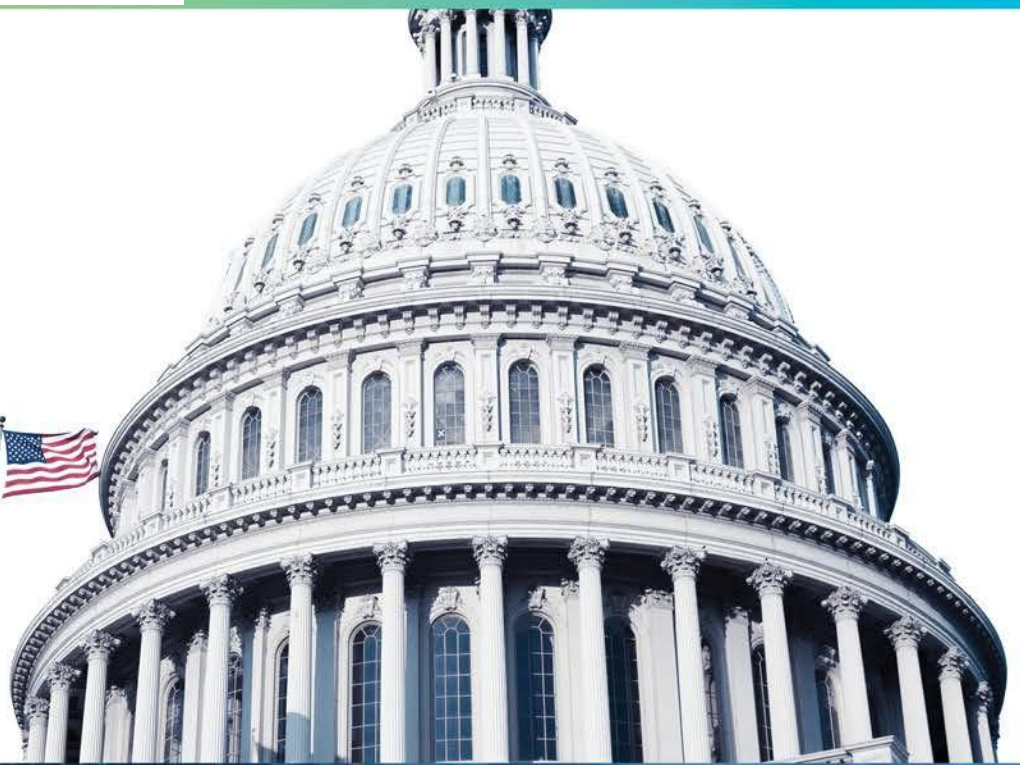
THE COUNTY BOARD OF ARLINGTON
COUNTY, VIRGINIA

DLT SOLUTIONS, LLC

AUTHORIZED: DocuSigned by:

 SIGNATURE: 27EC198E4A6D475...
 NAME: SY GEZACHEW
 TITLE: PROCUREMENT OFFICER
 9/10/2020
 DATE: _____

AUTHORIZED: DocuSigned by:

 SIGNATURE: 06C65D2100104EB...
 NAME: Chris Dewey
 TITLE: vp
 9/10/2020
 DATE: _____

August 7, 2020



ARLINGTON COUNTY

Identity Cloud Managed Services

PRESENTED BY DLT



This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed—in whole or in part—for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offer or as a result of—or in connection with—the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages marked with the following legend: Use or disclosure of data on this page is subject to the restriction on the title page of this proposal or quotation.

DLT Solutions, a Tech Data Company / 2411 Dulles Corner Park, Suite 800 / Herndon VA 20171 / 703.709.7172 / www.dlt.com

TIN 54-1599882 / DUNS # 78-6468199 / CAGE Code oSoH9 / GSA IT Schedule 70 GS-35F-267DA



August 7, 2020

Arlington County
2100 Clarendon Blvd.
Suite 500
Arlington, VA 22201

Attention: Elise Ostiguy, Director Applications and Hosting Services

Dear Elise,

DLT Solutions, a Tech Data Company, and Oracle have partnered ("Team DLT") to offer this proposal for Identity Cloud Managed Services on a firm fixed price basis to Arlington County ("Customer"). DLT Solutions, a Tech Data Company is the Prime Contractor for this engagement. DLT intends to subcontract the proposed services to Oracle.

If you have technical questions, please contact Nicole Brotherton at 703-708-9605 or nicole.brotherton@dlt.com. For contractual questions, please contact 703-709-7172 or Legal@dlt.com.

This proposal is offered under Rider Contract 20-225-R, a rider to the Omnia (formerly known as US Communities) program through DLT's Contract No. 180233-001 with Maricopa County for ORACLE PRODUCTS, SERVICES, AND SOLUTIONS (the "Contract").

Travel shall be pursuant to terms contained within the Contract.

This offer is valid until 08/26/2020. Please reference Quote # 4872741 for subsequent award and Purchase Order. Note that the period of performance shall be one year from date of award unless otherwise required.

We look forward to your analysis of our proposal and to speaking with you further regarding your Identity Cloud Managed Services needs.

Sincerely,

Nicole Brotherton
Team Lead
Enterprise Applications

A. Managed Services Ordered

1. Managed Services Ordered

The following Core Services and/or Additional Service Options shall be provided for one year beginning on the effective date of this proposal.

2. Service Options

Part #	Managed Cloud Service	Quantity
B41088	MCS - Custom Services - Oracle Managed Identity Cloud Service	1

3. Services Delivery Location

For Services provided by remote delivery resources as described in Your order, You agree that Oracle may access Your systems at Your USA - Arlington, Virginia site.

B. Fees.

- The fees for the Services specified in the Services Ordered section of this exhibit are identified in the Fees table(s) below.

Fees		
	Year 1 Fees	Total
Oracle Managed Identity Cloud Service Standard (Part # B41088)	\$27,055.46	\$27,055.46
Functional Services	-	-
Total Fees	\$27,055.46	\$27,055.46

You agree to pay DLT the fees for the Services specified in this exhibit, quarterly in arrears in accordance with the Payment Schedule for Additional Managed Cloud Services table(s) below. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable, except as otherwise specified in the Services Period and Termination Section, and Exclusive Remedy Section of this exhibit. You agree to pay within 30 days of written notification any fees applicable to your use of the Managed Cloud Services in excess of your rights. If you do not pay, Team DLT can end your Managed Cloud Services.

Payment Schedule Year 1	
Quarter	Services Other Than Functional Services
Quarter 1	\$6763.86
Quarter 2	\$6763.86
Quarter 3	\$8,885.16
Quarter 4	\$8,885.16
Payment Schedule Year 1	

Quarter	Services Other Than Functional Services
J. Customer Reference	
Total Fees	\$27,055.46

Appendix for Services Ordered

The IDCS Managed Cloud Services are subject to the terms and conditions of the following Schedule(s):

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

References to the term "Customer" shall mean "you" as defined in the Customer Ordering Document.

Capitalized terms not otherwise defined in a Schedule within the Statement of Work shall have the meaning ascribed to them in the Definitions Schedule.

The Statement of Work may define provisioning and management processes applicable to the services (such as capacity planning), types and quantities of system resources (such as storage allotments), as well as any Services deliverables. You acknowledge that use of the services in a manner not consistent with the specifications set forth in the Statement of Work may adversely affect services performance and/or may result in additional fees. If the services permit the end user to exceed the ordered quantity (e.g., soft limits on Refreshes), then you are responsible for promptly purchasing additional quantity to account for your excess usage. If you do not pay within 30 days, DLT can end the services and this Customer Ordering Document.

Oracle may make changes or updates to the services (such as infrastructure, security, technical configurations, etc.) during the services term, including to reflect changes in technology, industry practices, and patterns of system use. The Schedules are subject to change at Oracle's discretion; however, Oracle changes to the Schedules will not result in a material reduction in the level of performance or availability of the applicable Oracle Managed Cloud Services provided to the end user for the duration of the services term.

Schedule Name

(1) Custom Services - Oracle Managed Identity Cloud Service (attached to this Amendment as Attachment A)

Custom Services – Oracle Managed Identity Cloud Service

Custom Services – Oracle managed Identity Cloud Service are provided under the *Custom Services – Oracle Managed Identity Cloud Service Schedule*, attached hereto. The term of the Custom Services – Oracle Managed identity Cloud Service shall not exceed 12 months from the effective date of this proposal.

Service Options by Month

The Service Options purchased by You under this order will be provided during the months indicated in the following chart, where the column marked "1" shall be defined as "Month 1" and 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 definition and timing. For example, the column marked "2" shall be defined as "Month 2" and shall begin on the last day of Month 1 and end one month later.

Service Options YEAR 1

Description	Availability By Months											
	1	2	3	4	5	6	7	8	9	10	11	12
Service Option												
MCS - Custom Services – Oracle Managed identity Cloud Service												

Key: Service Options Not Available Service Options Available

Other Assumptions for Custom Services - Not Applicable - Service 1	
Third Party Vendor Software	Not Applicable
Technology Stack	Not Applicable
List any other assumptions	Not Applicable Not Applicable

O. Attachment A

Custom Services – Oracle Managed Identity Cloud Service

Schedule to the Ordering Document

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Section 1: Description of Services

Oracle Managed Identity Cloud Service, Custom (“the Services”) consists of the following services for Your web-enabled applications utilizing Oracle Identity Cloud Service (the “IDCS Environment(s)“):

- 1.1 Provide a named security service manager to manage delivery of the Services.
- 1.2 Provide You with access URLs and administrative User names and passwords for Oracle Identity Cloud Service (“IDCS”)
- 1.3 Advise the IDCS implementation team regarding the following tasks:
 - Synchronization of identities between Your Active Directory domain and the IDCS repository
 - Security Assertion Markup Language 2.0 (“SAML2”) compliant federated single sign-on for web applications identified by You
 - Multi-factor authentication of Your SAML2 integrations with web applications identified by You (the “SAML2 Integrations”).
 - Delegation of security and user administration capabilities for users identified by You
 - Sign-in page and email template with branding logos provided by You
 - Audit reports for user login and application access attempts
 - Password policy in accordance with security requirements provided by You
- 1.4 Assist You with issues related to the Services identified during Your User Acceptance Testing (UAT)
- 1.5 Upon Your successful completion and signoff of UAT, migrate configurations to Your Production Environment
- 1.6 Evaluate Oracle’s product development release schedules for Your Identity Cloud Service and make recommendations for configuration changes
- 1.7 Provide level 3 triage, troubleshooting, and escalation support for Incidents related to the Services
- 1.8 Renew SAML signing certificates upon expiry and re-configure federation with new certificates

Section 2: Service Maximums

The Services are subject to the following constraints (“Service Maximums”).

Service Maximums

Type	Quantity / Frequency
Service Delivery Reviews	Quarterly
IDCS Environments	1 (one) Production, 1 (one) Disaster Recovery, and 3 (three) non-Production
SAML2 Integrations	8 (Eight)
Active Directory domains	1 (One)

Section 3: Your Obligations and Services Assumptions

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle’s ability to perform the Services depends upon the following obligations and assumptions:

- 3.1 You must procure and maintain for the duration of the Services and Oracle Identity Cloud Service subscription for the Production Environment and Production Support Environment.
- 3.2 You must provide Oracle the Active Directory connection details.
- 3.3 You must provide the SAML metadata of Your identified web applications for federated single sign on (SSO).
- 3.4 You must provide a set of users to be configured in IDCS as delegated user administrators.
- 3.5 You are responsible for user administration in Your identified web applications integrated for federated SSO.
- 3.6 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 Content and for compliance by You and such third parties with the terms of the Agreement, order and this Service Description.
- 3.7 Provide level 1 and level 2 incident management support for Incidents related to the Services.
- 3.8 You must use My Oracle Support to raise Service Requests and Requests for Change related to the Services.

P. Oracle Service Level Agreement

See next page.

Attachment A

Service Level Agreement for @Oracle

Schedule to the Managed Cloud Services Ordering Document

Version 3.0, 2/12/2014

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Section 1: Services Scope

1.1 Overview

This schedule (the “SLA” or “Schedule”) describes the processes and obligations with respect to the availability of, and resolution of Incidents for, the Oracle programs for which Computer and Administration Services are provided under the Ordering Document (the “Oracle Programs”), including specific service levels defined in [Section 3](#) (the “Service Levels”).

1.2 Scope

The processes and Service Levels described herein apply to the Production Environments, including the Oracle Programs residing in such Production Environment(s), identified in Appendix C of the Ordering Document. The change control process (including an amendment to the Ordering Document) shall apply to any changes to the number or types of Production Environments that are subject to the Service Levels under this Schedule.

1.3 Cooperation

If Oracle’s ability to perform the processes or meet the Service Levels identified in this Schedule is materially affected because of Customer’s failure to meet the obligations listed in the Ordering Document or Statement of Work or to provide reasonable cooperation, or for any reason identified in [Section 6.3](#) of this Schedule, then Customer shall not be eligible for the Service Level Credits described in [Section 7.3](#) for the applicable month.

Section 2: Service Request Process

The Service Request process provides for diagnosis and resolution of Incidents reported in connection with the Oracle Programs and is defined in the *Governance Services Schedule*.

Oracle and Customer will:

- Follow the Service Request process, including related tasks, related obligations, and Severity Level classification, described in the *Governance Services Schedule*.
- Escalate Service Requests per the process identified in the *Governance Services Schedule*.

Section 3: Service Levels and Formulas

The performance of the Computer and Administration Services shall be measured against the following three Service Levels: Application Availability, Service Request Resolution Time, and Performance Against Statement of Work.

3.1 Application Availability Service Level

The Application Availability Service Level consists of the measurement of the percentage of time that the Production Environments are available for access and use by Customer to conduct business operations.

Application Availability for the Production Environments identified in Appendix C of the Ordering Document shall be measured by Oracle on a monthly basis in accordance with the *Governance Services Schedule*, and calculated in accordance with the following formula:

Total minutes in a calendar month times the number of Production Environments,

minus

The sum of Unplanned Outage (caused by Infrastructure and/or component failure) minutes measured for each Production Environment in such month,

divided by

Total minutes in such calendar month times the number of Production Environments

times

100.

In other words:

$$\frac{[(\text{Total minutes in a calendar month} \times \text{number of Production Environments}) - \text{Sum of Unplanned Outage (caused by Infrastructure and/or component failure) minutes measured for each Production Environment in such month}]}{\text{Total minutes in the calendar month} \times \text{number of Production Environments}} \times 100$$

Only Severity Level 1 Unplanned Outages caused by Infrastructure and/or component failures of a Production Environment shall be used to calculate Oracle's monthly performance against the Application Availability Service Level.

Incidents for which the root cause is subject to exclusion per [Section 6.3](#) or that occur in a Production Environment during a Stabilization Period (as defined in [Section 6.2](#)) shall not be included in the Application Availability calculation.

Service Level Credits related to Oracle's performance of the Computer and Administration Services against the Application Availability Service Level shall be calculated in accordance with [Section 7.3](#).

3.2 Service Request Resolution Time Service Level

The Service Request Resolution Time Service Level measures the elapsed time within which a Service Request for an Incident affecting a Production Environment is resolved (i.e., downgraded to a lower Severity Level, or closed) by Oracle. The resolution time commences when one of the following occurs:

- the submission of the Service Request via [My Oracle Support](#),
- Oracle detects the Incident and logs the Incident as a Service Request in [My Oracle Support](#), or
- a Service Request is upgraded from Severity Level 3 or 4 to Severity Level 1 or 2.

The Service Request Resolution Time Service Level shall be measured on a monthly basis for each SR Severity Level set forth in the table in [Section 7.3](#) and calculated in accordance with the following formula:

Total number of all Service Requests related to Production Environments for the applicable Severity Level which meet the times to close or downgrade such Service Requests in a calendar month, as set forth in the table in [Section 7.3](#),

divided by

Total number of all Service Requests related to Production Environments for the applicable Severity Level in such calendar month,

times

100.

In other words:

$$\frac{(\text{Total number of all Service Requests related to Production Environments for the applicable Severity Level which meet the times to close or downgrade such Service Requests in a calendar month, as set forth in the table in [Section 7.3](#))}{\text{Total number of all Service Requests related to Production Environments for the applicable Severity Level in such calendar month}} \times 100$$

For purposes of calculating Oracle's performance against the Service Request Resolution Time Service Level or calculating any Service Level Credits, the measurement of Oracle's time-to-resolve shall begin at Oracle's acceptance of the applicable Service Request.

Service Requests for which the root cause is subject to exclusion per [Section 6.3](#) or that occur in a Production Environment during a Stabilization Period (as defined in [Section 6.2](#)) shall not be included in the Service Request Resolution Time calculation.

Service Level Credits related to Oracle's performance of the Computer and Administration Services against the Service Request Resolution Time Service Level shall be calculated in accordance with [Section 7.3](#).

3.3 Performance Against Statement of Work Service Level

If Customer demonstrates that Oracle failed to perform the services in accordance with the Managed Cloud Services specifications set forth in the schedules under the Statement of Work during such month, Customer shall be entitled to a Service Level Credit for such breach. Incidents for which the root cause is subject to exclusion per [Section 6.3](#), or Incidents addressed by another Service Level under this [Section 3](#), shall not be included in the Performance Against Statement of Work Service Level. Service Level Credits related to Oracle's performance against this Service Level shall be calculated in accordance with [Section 7.3](#).

Section 4: Hours of Operations, Language Support and Scheduled Maintenance Considerations

4.1 Hours of Operations

Customer may contact Oracle's Cloud Services Service Desk to provide Oracle with additional information concerning an outstanding Service Request, in accordance with the following chart.

Severity Level	Hours of Operation of the Cloud Services Service Desk	Language Support Hours
1	24x7	English – 24x7
2	24x7	
3	24x7	
4	24x7	

4.2 Maintenance

During Maintenance Windows, the Production Environments and Non-Production Environment(s) may not be available. Refer to the *Infrastructure Services for @Oracle Schedule* for information on the Maintenance Windows.

In the event that emergency maintenance is required (including via the Emergency Release Management process), Oracle will use commercially reasonable efforts to provide advance notification of the maintenance. Unavailability of any Production Environment or Non-Production Environment due to the application of an emergency Change shall be considered a Planned Outage.

4.3 Downtime Exceeds Anticipated Planned Outage Period

If, during a Planned Outage, it is determined that maintenance activities will require an extension of the period of time for such Planned Outage, Oracle will be required to request an extension of such Planned Outage period (including an extension of the Maintenance Window) to accommodate the maintenance activities.

Section 5: Reporting

Oracle will make available to Customer in accordance with the *Governance Services Schedule*, measurements and reports concerning Oracle's performance against the Application Availability and Service Request Resolution Time Service Levels.

Section 6: Service Level Applicability and Exclusions

6.1 Service Levels Throughout the Managed Cloud Services Life Cycle

The Performance Against Statement of Work Service Level applies throughout the Managed Cloud Services lifecycle.

The applicability of, and Oracle's obligations with respect to the measurement of, Oracle's performance of the Computer and Administration Services against the Service Levels, and Service Level Credits for the Application Availability and Service Request Resolution Time Service Levels, during the three phases of the Managed Cloud Services life cycle is outlined in the following table.

Phase	Applicability of Service Levels and Credits for Application Availability and Service Request Resolution Time Service Levels
Prior to Production Go-Live	Service Levels will not be measured and do not apply prior to Production Go-Live, and Service Level Credits will not be paid to Customer.
Stabilization Period	Service Levels will be measured and reported during a Stabilization Period, but Service Level Credits will not be paid during such period.
Production	Service Levels will be measured and reported during the production phase, and Customer's eligibility to receive Service Level Credits shall be in accordance with the terms of this Schedule.

6.2 Stabilization Period

The Stabilization Period is a ramp period following Changes to a Production Environment.

The following Changes may not require a Stabilization Period:

- The application of Maintenance Code Releases, including the application of tax updates
- Mandatory operating system fixes or patches
- Changes to equipment or Infrastructure managed by Oracle
- Database fixes or patches
- System maintenance required to maintain levels of functionality or security that is neither requested by, nor caused by Changes made by, Customer

The following Changes will require a Stabilization Period:

- Initial system implementation or migration
- Point Releases and Major Upgrades of application software
- Introduction of CEMLI's
- Introduction of Third Party Software
- Introduction of additional modules

Each Stabilization Period will be ninety (90) calendar days in duration, commencing on the day that the Change is first made to the applicable Production Environment. However, depending on the nature of the Change and the impact on the applicable Production Environment, Oracle and Customer may, as part of the Change Management process, mutually agree on a Stabilization Period of different scope or duration. Notwithstanding anything to the contrary in this Schedule, for purposes of measuring and reporting Oracle's performance against Service Levels and calculating any applicable Service Level Credits for a calendar month in which a Stabilization Period occurs:

- (1) the Stabilization Period shall be deemed to commence on the first day of such calendar month;
- and (2) the Stabilization Period shall be deemed to end on the last day of such calendar month.

6.3 Exclusions to Service Level Credits

Notwithstanding any provision or interpretation of this Schedule to the contrary, Oracle's obligation to provide Service Level Credits shall be excused to the extent the failure to meet the applicable Service Levels: (a) occurs during a Planned Outage or during any other period in which the services are temporarily suspended under the Ordering Document; (b) is caused by changes to or failures of any equipment, hardware or Infrastructure component not provided or managed by Oracle as part of the services, including Customer owned or provided equipment; (c) is caused by the Internet or any other connectivity or communication facility, which is outside of Oracle's control; (d) is caused by actions, omissions, delays or any type of failure of a Third Party Vendor retained by Customer, a third party service provider retained by Customer, or any Third Party Software; (e) is caused by a force majeure event; (f) is caused by a declared Disaster; (g) is caused by CEMLIIs or customizations; (h) is caused by an event described in Section 1.3 (Cooperation); (i) results from any software bugs; (j) occurs within a Non-Production Environment; (k) is the result of application functional setup, configuration or functionality issues that are not within the scope of the Managed Cloud Services; (l) results from Customer's request to limit Oracle work to resolve a Severity Level 1 Service Request to time periods that are less than 24 hours per day, seven days per week; (m) occurs prior to the successful completion of a Production Assessment for the applicable Production Environment(s); or (n) results from recurrence of a Problem for which Oracle has identified and recommended a Release, patch or other fix that Customer has not allowed Oracle to implement in the Production Environment.

Section 7: Service Level Targets and Credits

7.1 Basis for Calculation of Service Level Credits

If Oracle's performance of the Computer and Administration Services in a given month does not meet an applicable Service Level, and subject to the terms of this *Service Level Agreement for @Oracle Schedule*, Customer may be eligible to receive a Service Level Credit. Service Level Credits shall be calculated by multiplying the applicable credit percentage by the fees charged for the month during which the applicable Service Levels are measured, subject to the maximum monthly Service Level Credits per [Section 7.2](#). The monthly fees used to calculate the credits are identified below.

Billing Terms	Monthly Fees Used to Calculate Service Level Credits
Quarterly	■ 1/3 of the payment amount for the applicable quarter as set forth in the Payment Schedule table in Section 1 of Appendix A of the Ordering Document
Monthly	■ Monthly amount identified in the Payment Schedule table in Section 1 of Appendix A of the Ordering Document for the applicable month
Annual	■ 1/12 of the payment amount for the applicable year as set forth in the Payment Schedule table in Section 1 of Appendix A of the Ordering Document

The fees are set forth in the Ordering Document; however, for the purpose of calculating Service Level Credits, the following fees are not included:

- One-time fees such as fees for equipment or setup charges
- Time and material charges
- Travel and other expenses
- Any sales, value-added or other similar taxes applicable to the services

7.2 Service Level Credit At Risk Amount Cap

The aggregate maximum Service Level Credits that Customer may receive for all failures by Oracle to perform the Computer and Administration Services in accordance with the Service Levels in any

single calendar month shall not exceed ten percent of the monthly services fees paid by Customer for that month.

In the event that multiple Service Levels have been missed and are determined to share the same root cause, Customer is entitled solely to the highest applicable Service Level Credit, rather than accumulated Service Level Credits across all missed Service Levels.

7.3 Service Level Credit Allocation

The table below identifies the Service Level target, credit criteria, and fee credits ("Service Level Credits") for each Service Level. A description of each of these attributes follows.

- **Service Level Target.** The level of performance under the applicable Service Level that Oracle endeavors to achieve on a monthly basis
- **Credit Criteria.** If the monthly performance measured for each Service Level is below the Service Level Target, then the credit criteria are used to determine the applicable Service Level Credit
- **Service Level Credit %.** The percentage of monthly fees (per [Section 7.2](#)) to be paid based on the credit criteria

Service Level	Service Level Target	Credit Criteria	Service Level Credit %
Application Availability	99.5%	>=99.0% and < 99.5%	2%
		<99.0%	5%
Service Request Resolution Time Severity Level 1	<ul style="list-style-type: none"> ■ 4 hours (Unplanned Outage caused by Infrastructure and/or component) ■ 24 hours (Service Interruption (functional failure)) 	<90% of SRs resolved within target	3%
Service Request Resolution Time Severity Level 2	96 hours	<90% of SRs resolved within target	2%
Performance Against Statement of Work	Performance of Computer and Administration Services in accordance with the schedules under the Statement of Work	As described in Section 3.3	As indicated below

- **The Service Level Credit % for Performance Against Statement of Work Service Level** is calculated as follows:

The aggregate maximum Service Level Credit is ten percent of the total fees paid by Customer for the month in which the Service Level Credit accrued

MINUS

Any Service Level Credit earned under the Application Availability Service Level in connection with the services provided in such month

MINUS

Any Service Level Credit earned under the Service Request Resolution Time Service Levels in connection with the services provided in such month

EQUALS

The maximum amount of Service Level Credit available under this Performance Against Statement of Work Service Level

7.4 Requesting Service Level Credits

Customer shall request Service Level Credits in accordance with the Ordering Document.

7.5 Oracle Service Level Credit Earn Backs

Oracle may earn back Service Level Credits paid by Oracle for the Application Availability and/or Service Request Resolution Time Service Levels per [Section 7.3](#) if Oracle exceeds the credit criteria for that same Service Level (e.g., Application Availability is greater than 99.50%) for three consecutive months following the month in which Customer's right to receive such Service Level Credit accrued (an "Earn Back"). Oracle will deduct any such Earn Back against any future Service Level Credit to which Customer may be entitled under this Schedule. In the event Oracle earns an Earn Back in the final month of the services and that Earn Back is not deducted from a Service Level Credit, Oracle shall invoice Customer the amount of such Earn Back and Customer shall pay such invoice within 30 days of the invoice date.

Section 8: Sole and Exclusive Remedy

THE REMEDIES PROVIDED IN THIS SCHEDULE REPRESENT CUSTOMER'S EXCLUSIVE REMEDY AND ORACLE'S SOLE LIABILITY FOR (i) ANY DEFICIENCY IN THE PROVISION OF SERVICES UNDER THE ORDERING DOCUMENT, INCLUDING THE SERVICES WARRANTY, AND (ii) ANY BREACH OF THE SERVICE LEVELS, TERMS AND/OR CONDITIONS OF THIS SCHEDULE.