KEY INFORMATION TECHNOLOGY
مفتاح المعلومات التكنولوجية

ORACLE HOSPITALITY PRODUCTS KIT SUPPORT POLICIES

Policy Revision No: **KP2016C1R5**

Effective from 1st December 2016

1. OVERVIEW

This documentation includes 'Software Technical Support Policies' here after referred to as 'Software Support' or 'Technical Support' or 'Software Technical Support ' and 'Hardware and Systems Support Policies' here after referred to as 'Hardware Support' or 'Systems Support' or 'Hardware and Systems Support'. Unless otherwise stated, the policies are applicable for both. Sections applicable to only one of the two will be marked or specified accordingly.

Unless otherwise stated, Software Technical Support Policies with in this document apply to technical support for all Oracle software product lines, here after referred to as 'Software', supplied by Key Information Technology W.L.L., a Commercially registered organization in the Kingdom of Bahrain and the official Field Delivery Support Provider for the Oracle Hospitality Global Business Unit for the operating country here after referred to as KIT.

Similarly, unless otherwise stated, Hardware and Systems Support Policies apply to technical support for all Oracle Hardware server and storage and Oracle point of sale product lines, here after collectively referred to as 'Hardware' or 'Systems' or 'Hardware & Systems' supplied by KIT.

"You" and "your" refers to the individual or entity that has ordered technical support from KIT for Oracle Products. To receive technical support as provided by Oracle Support Services and KIT as described in these Software Technical Support Policies and Hardware and Systems Support Policies, all programs must be properly licensed and Hardware needs to be Purchased from KIT or Hardware needs to be validated, certified and included in its Equipment Schedule.

Software Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation. Except as otherwise specified in this section, product release and supported platforms information for all Oracle Hospitality programs, is available through Oracle's web-based customer support systems.

For Hardware and Systems, to receive technical support as provided by KIT and described in the Technical Support Levels for Systems section below, you must: (i) provide Oracle and KIT with the serial number and/or other identification and entitlement information for all server and storage equipment and/or point of sale products manufactured by or for Oracle and sold by Oracle and supplied by KIT ("hardware system") in the manner specified by Oracle and KIT; and (ii) pay a technical support fee. A hardware system meeting these two requirements and under contract to receive technical support is referred to as a "covered hardware system." Components and options purchased separately from KIT from your original equipment purchase are included in the definition of hardware system for the purposes of determining the technical support fee. KIT Maintains an Equipment Schedule with Serial number and specifications of all equipment supplied by KIT and covered in the contract and this schedule will be furbished to you as required. Oracle and KIT will make commercially reasonable efforts to provide the technical support service as described with in this documentation.
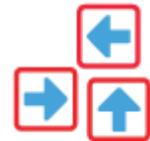
KIT Hardware and System Support is differentiated by two categories or levels i.e. 'KIT Hardware Premium Support' and 'KIT Hardware Basic Support' based on the contract purchased by you. Unless otherwise specified, all Hardware and Systems Support Policies with in this document are applicable for both categories. Reasonable effort has been taken to define as much as possible the benefits and limitations of both categories below but may not be conclusive. KIT Support Team can be contacted for any additional clarifications required, if any.

These Technical Support Policies are subject to change at KIT's discretion; however, policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

The Terms and Conditions within this document is applicable to KIT and though it reflects closely to the terms set forth by Oracle as part of the agreements signed between Oracle and KIT, for Oracle specific T&C please visit Oracle's official website https://www.oracle.com.

Any reference to request that may be made to the KIT Professional Services is not covered by the Support Contract and will be billed separately on Time and Material.

2. SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with KIT. Your payment or commitment to pay is required to process your technical support order with Oracle and KIT (e.g., purchase order, actual payment, or other approved method of payment). An invoice may only be issued upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support fees are calculated based on the terms prevailing at the time of the Purchase of the Software or Hardware or in the case of reinstatement of support, as defined in the corresponding section below. KIT and/or Oracle reserves the right to modify support Fee upon three-month notice before next renewal if applicable but all rates will be adjusted by prevailing Annual Inflationary Rate during each renewal from the previous year without prior notification.

Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. When your order is placed through KIT, the effective date is the date your order was processed by KIT. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12-month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle and/or KIT is not obligated to provide technical support beyond the end of the support period.

License Set [Software]

A license set consists of (i) all of your licenses of a program, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Data Enterprise Management programs* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code**, (iii) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement ("BLRA") between you and Oracle, or (v) if you are
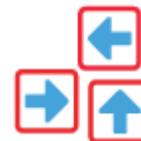
distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Platform Integrator program ("OJPI"), all of the end user's licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

> *As specified on the price list.
> **Programs that share the same source code are:
>> • Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, Oracle Database Standard Edition 2 and Personal Edition
>> • Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier

For KIT, as an Oracle partner and first line support provider, a license set consists of all the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between KIT and Oracle.

Matching Service Levels [Software]

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support, Oracle Communications Network Premier Support or unsupported). If you add Extended Support, you still must maintain Software Update License & Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Matching Service Levels [Hardware & Systems]

When acquiring technical support for point of sale hardware such as Oracle Retail and Hospitality Hardware, all such point of sale hardware systems must be supported or all must be unsupported if the point of sale hardware systems are: (i) the same type (e.g., workstations); (ii) located at the same physical location; and (iii) benefit in any way from your support of a covered point of sale hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). Hardware systems that have reached an end of service life or that you register with Oracle as retired are excluded from the above policy.

Reinstatement of Oracle Technical Support [Software]

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date. In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed,
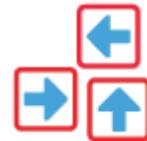
then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above. If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from KIT, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an order is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

Reinstatement of Oracle Technical Support [Hardware & Systems]

If Hardware and Systems Support lapses for more than 90 days or was not purchased at the time you acquired your hardware system, then your hardware system must be qualified as service-ready before technical support can be reinstated. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system.

If technical support lapses or was not originally purchased with your hardware system, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the covered hardware system; b) if you never acquired technical support for the relevant hardware system, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original hardware system delivery date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve support month period shall be the last annual technical support fee you paid for the relevant hardware system; (ii) if you never acquired technical support for the relevant hardware system, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

Upgrading Your Support Level [Hardware & Systems]

In the event you have acquired KIT Hardware Basic Support and later choose to upgrade to KIT Hardware Premium Support, your hardware system must be qualified as service-ready before the technical support can be upgraded. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system. You will be subject to an upgrade fee equal to the difference in price between the KIT Hardware Basic Support and KIT Hardware Premium Support for Operating Systems with such difference being prorated from the date that any prior System Support lapsed (or the hardware order date if System Support was never purchased).

Pricing following Reduction of Licenses or Support Level [Software]

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is
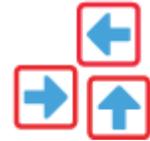
reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Pricing following Reduction of Covered Hardware System or Service Level [Hardware & Systems]

Pricing for support is based upon the level of support and the volume of covered hardware systems for which support is ordered. In the event that (i) your hardware system reaches end of service life or (ii) you notify KIT that you are retiring the hardware system, or (iii) you change service level for all your systems, then Oracle will reduce your support fee at the next renewal for these reductions.

Custom Application Bundles [Software]

Technical support may not be discontinued for a single program module within a custom application bundle.

Unsupported Programs [Software]

Customers with unsupported programs are not entitled to download, receive, or apply updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Unsupported Hardware Systems [Hardware & Systems]

Customers with unsupported hardware systems are not entitled to download, receive, or apply updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported hardware systems. Parts in a covered hardware system may not be transferred to an unsupported system. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported hardware systems.

Technical Contacts

Your technical contacts are the sole liaisons between you and KIT for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs, hardware & systems and your Oracle environment in order to help resolve system issues and to assist KIT in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist KIT and/or Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify KIT whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with KIT. With each USD$10,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be
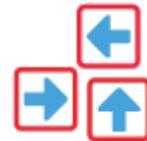
responsible for resolving user issues. You may be charged a fee to designate additional technical contacts. KIT may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

First and Second Line Support

KIT has established and maintain the organization and processes to provide "First and Second Line Support" for the supported programs directly to your organization. First Line Support shall include but not be limited to (i) a direct response to the Technical Contact with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to the Technical Contact with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs. If after reasonable commercial efforts we are unable to diagnose or resolve problems or issues for the supported programs, we may contact Oracle for "Back Line Support". We shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Back Line Support.

Back Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle and KIT may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Obligations of Customer

You will not make any alternations or attachments to the covered equipment without prior written consent of KIT. You will provide environmental, installation and operational conditions in accordance with KIT's requirements. The AC power lines for the covered equipment must be dedicated, isolated and insulated lines which conform to Oracle factory specifications.

You will provide full and immediate physical or remote access as applicable to the equipment or computer for KIT. If KIT is required to wait for more than fifteen minutes for access because of but not limited to covered equipment, lack of log in credentials, granting of physical or remote access etc., you will be billed for such excess waiting time by the KIT at the then prevailing hourly rate. You will provide properly rendered routine attention to the equipment. You will take data back-up of all the required files either on optical discs, magnetic tape or other external storage device at least once a day.

Program Updates [Software]

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Neither Oracle nor KIT is under any obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates but KIT Professional Services can be requested to do it for you.

Right to Desupport [Software]

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right. However, program releases that are expressly identified within
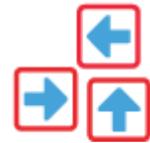
Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information from Oracle is subject to change.

Right to End of Service Life [Hardware & Systems]

It may become necessary (i) as a part of Oracle's product lifecycle or (ii) if a vendor retires support for its product or the relationship with the vendor is terminated, to announce an End of Service Life date for a hardware system and, therefore, Oracle reserves that right. Oracle will use commercially reasonable efforts to provide twelve (12) months advance notice of End of Service Life. End of Service Life information is available on My Oracle Support. End of Service Life information is subject to change.

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported product, application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle and/or KIT.

Other Third Party Products

Oracle and KIT does not itself provide any technical support services for third party warranted hardware (hardware identified on your order by a statement that the warranty will be provided by a third party) or any other third party products installed into or attached to the hardware system by you or your representative other than Oracle (collectively "other third party products"). Further, if other third party products are installed, or fail, in a manner that damages the KIT Supplied hardware system, then the technical support will not cover such damage. Other third party products may also impede and/or add costs in obtaining technical support for certain failure conditions. Interoperability, timing, and intermittent failures are some examples of failure conditions that may require the removal or replacement of other third party products from the KIT Supplied hardware system. Replacement or repair of any damaged components in these situations would be subject to additional charges.

For those failure conditions, directly or indirectly related to other third party products (which would include any components accessing or connected to that product that are exhibiting failures), Oracle and/or KIT may, at its sole discretion, remove the other third party products, or require you to remove the other third party products, before commencing with the troubleshooting process. KIT's services for removing the other third party products will be subject to additional charges and if it is determined that the cause of the failure is the other third party products, then KIT will charge for the entire service call.

If it is determined that the other third party products are not the cause of the failure (i.e., if the problem would have occurred even if the other third party products were not installed in or attached to the hardware system), then KIT's service call will be addressed under the terms of any existing Oracle technical support contract; provided that the removal of other any third-party products by Oracle will be subject to additional charges.

Technology Refresh [Hardware & Systems]

If you acquire a new hardware system(s) and technical support from Oracle or KIT, you may be eligible to receive a credit for unused support on the decommissioned hardware system(s) currently under an active support contract with KIT. Eligibility for credit will be evaluated by KIT at its own discretion. If a credit for unused support is due, then such credit will be calculated from the date KIT identifies the Hardware System was Decommissioned request through the end of the current support period for the decommissioned hardware system(s). The credit for unused support will not exceed the total annual support fee for the new hardware system(s).
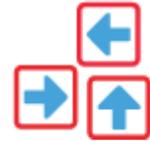
3. SUPPORT LIFETIME

Support Lifetime for Oracle Software consists of the following service levels:

- Premier Support (also referred to as "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below. When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

Alternatively, and if offered, support may be extended with Sustaining Support, which will be available for as long as you maintain technical support for your Oracle program licenses.

Until otherwise announced, Oracle Hospitality specific hardware including but not limited to Point-Of-Sales Machines, Printers, Cash Draws etc. are not eligible for Extended or Sustaining Support.

4. ORACLE TECHNICAL SUPPORT LEVELS

Software Support
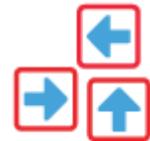
Software Update License & Support [Software]

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week.
- Access to KIT Front Line Support and Oracle Back Line support via the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability for KIT to log service requests online on your behalf.
- Non-technical customer service during normal business hours covered in the KIT Operational Help Line section below.

Extended Support [Software]

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patch set release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)

- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week.
- Access to KIT Front Line Support and Oracle Back Line support via the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability for KIT to log service requests online on your behalf.
- Non-technical customer service during normal business hours covered in the KIT Operational Help Line section below.

Extended Support does not include:

- Certification with new third party products/versions

Sustaining Support [Software]

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24-hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports
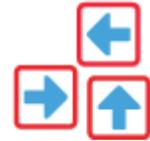
Hardware Support

Support for Oracle Retail and Hospitality Hardware consists of services in support of point of sale hardware systems. Point of sale hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions ("Oracle Retail and Hospitality Hardware").

Until otherwise announced, Oracle Hospitality specific hardware including but not limited to Point-Of-Sales Machines, Printers, Cash Draws etc. are not eligible for Extended or Sustaining Support. KIT Support for hardware is effected by the Service Level purchased by you.

System Maintenance

You agree to perform system maintenance on the Oracle Retail and Hospitality Hardware as prescribed by Oracle in the relevant Oracle Retail and Hospitality Hardware documentation.

As part of the KIT Hardware Basic Support, KIT will perform system support as needed up on identification of technical issue that can be resolved by providing repair or maintenance services. Proactive maintenance services are not included in Basic Hardware Support and required services will be identified by the KIT Technical Team assigned to the support request.

As part of the KIT Hardware Premium Support, other than the normal support included in the KIT Hardware Basic Support, KIT will perform prescribed system maintenance, including but not limited to, installing software updates for system software or integrated software, maintaining file systems, replacing air filters and batteries and tracking proactive diagnostic information as needed irrespective of identification of a specific technical issue. Such activity can be initiated by you once in a yearly cycle by placing a Hardware Maintenance request to KIT. Scheduling of such maintenance request is subject to availability of the technical team and KIT requires at least three weeks' advance notice to plan and execute the activity.
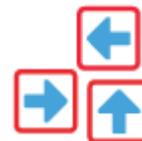
Replacement Hardware Parts

If KIT determines that the replacement of a hardware part is necessary, KIT will use commercially and practically reasonable efforts to replace the parts for you consistent with the Onsite Response Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality. After five (5) years from last ship date, replacement parts may not be available and/or the response times for acquiring replacement parts may be further delayed.

Hardware repair and spare parts replacement is calculated on Time and Material. KIT Hardware Basic Support covers labor cost for such efforts but material cost must be paid by you including any associated Import Costs. KIT Hardware Premium Support covers both Time and Material for such replacements. Excluded from Covered Material included in KIT Hardware Premium Support are costs of furnishing or replacing platens, print heads, network cable, network connectors, expendable supply items which shall include but not limited to magnetic media, type elements, ribbons, toner or developer, drum, papers, filters, or accessories, painting or refinishing the equipment; making specification changes, adding or removing approved accessories, attachments or other devices except as set forth herein.

Repairs done for problems identified as a result of carelessness, fault or negligence of any of your staff, clients or representatives or because of not following your obligations as defined with in this document shall be treated as Professional Services and charged separately, based on KIT representative's prevailing hourly rated and/or spares retail prices even if the you are eligible for KIT Hardware Premium Support.

As part of KIT Hardware Premium Support, if KIT needs to take a unit back to its Depot for repair and at its discretion identifies that operations will be severely effected in the unit's absence, KIT will arrange to provide a temporary replacement unit of similar functionality for temporary use until the original device can be repaired and returned to the property. If KIT identifies after further investigation that the device cannot be repaired, then you will be advised to purchase a new Unit from the KIT Sales Team. You will have ten

working Days staring from when you have been officially notified to purchase or arrange another unit after which KIT must take back the temporary replacement unit.

Return of Malfunctioning Parts

If spare parts are replaced as part of KIT Hardware Premium Support, you will ensure that the malfunctioning part is returned to KIT (unless you have an agreement with KIT allowing you to retain the malfunctioning part). You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives ("drives") before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media prior to returning any equipment; if you need assistance with the removal of such media, please contact KIT to assist with its removal. Title in the malfunctioning part shall transfer back to KIT upon removal from your hardware system. If you fail to return any malfunctioning part, you will be charged the then-current fee for the malfunctioning part.

5. ADDITIONAL SUPPORT SERVICES AVAILABLE FOR PURCHASE

KIT Professional Services

KIT provides Professional Services billed on Time and Material for service not covered under this contract which include but not limited to report customization or development (e.g. Crystal Report, Report Builder, Simple Report etc.), software upgrade service charges (e.g. Application Upgrade, DB Upgrade etc.), Configuration Services (e.g. Menu Configuration, OXI Reconfiguration), System Recovery from Server Crashes or Infections, Software Development or Modification, Service Restoration Testing (e.g. Back Up, Oracle Dataguard etc.), Staff Training, SSL Implementation etc. The charges for such services are based on the prevailing Rates at the time of utilizing the service.

6. WEB-BASED CUSTOMER SUPPORT SYSTEMS

Yunitey Case Management

Access to Yunitey is governed by the Terms of Use defined by KIT. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to Yunitey is limited to your designated technical contacts and will be provided at the discretion of KIT as per the agreements between You and KIT.

7. TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES

KIT and Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data") and not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you. Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may
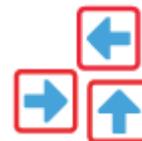
also contact your KIT for more details regarding the tools and availability. If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

8. GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle will provide technical support in accordance with Oracle's services privacy policy available at Oracle's Website. Oracle and KIT is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at Oracle's Website. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices during the period for which fees for technical support have been paid.

9. SEVERITY DEFINITIONS

Service requests for supported Software or Hardware may be submitted by you online through KIT's web-based customer support systems or by telephone.

Priority cases that can be categorized as Severity 1 or 2 is eligible for 24/7 Support and the designated Support Individual can be reached by phone at any time to initiate an immediate support procedure with in the defined response time of that Severity Level. Support for Levels 3 and below can be registered during Working Hours by phone or at any time by the Support Email Address as defined in the then prevailing KIT Escalation Matrix and/or KIT's web-based customer support systems [if provided].

A Support Matrix sheet will be provided by KIT upon request showing the current Support Structure and Escalation Matrix. Only customers covered by a Support Contract is eligible for telephone Support. Severity Level Response time are applicable only when there is an active Support Contract between you and KIT.

The Service Request Severity Level is selected by you and KIT and should be based on the severity definitions specified below. KIT reserves the right to define and/or change Severity Level for any Support Requests.

SEVERITY 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- A critical documented function is not available
- Data corrupted causing operational downtime
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts
- System functionality failure causes data loss or renders system unstable
- System malfunction causes mission critical applications to restart, hang, or suspend

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. Except as otherwise specified, Oracle provides 24-hour support for Severity 1 service requests for supported programs (KIT will work 24x7 until the issue is resolved) when you remain actively engaged with KIT working toward
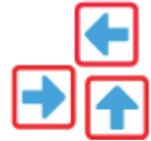
resolution of your Severity 1 service request. You must provide KIT with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes.

Because of the off-line capability of Oracle Micros POS Systems Severity 1 is generally not applicable for it. For small scale operations that opt for KIT Hardware Basic Support where you might only have a single POS you are recommended to maintain back up or redundant Hardware to reduce applicable downtime.

You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from KIT.

SEVERITY 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

SEVERITY 3

You experience a minor loss of service and/or a single function failure. The impact is an inconvenience, which may require a workaround to restore functionality.

SEVERITY 4

You request information, an enhancement, or documentation clarification regarding your software or hardware but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

SEVERITY 5

Customization & system configuration changes that may need to be addressed to Professional Services or the Development Team as a feature request.

Response Time Targets for Software Support

KIT will take practically reasonable efforts to respond, coordinate and resolve Support Requests within the time frames specified below depending on the Severity Level.

Severity 1 –

Response Time: Immediate / 1st Available

Resolution Time: Support Team will work 24/7 to resolve the issue and restore services targeting a resolution within 4 Hours

Severity 2 –

Response Time: 2 Hours

Resolution Time: 12 Hours

Severity 3 –

Response Time: 12 Hours

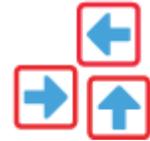Resolution Time: 3 Working Days

Severity 4 –

Response Time: 12 Hours or Next Working Day

Resolution Time: 5 Working Days

Severity 5 –

Response Time: 12 Hours or Next Working Day

Resolution Time: No Targeted Resolution Time

To reduce response and resolution time for all our customers, Software Support is always covered via Remote Access where possible and onsite visit to handle support request is Optional and at the discretion of KIT.

Onsite Response Time Targets for Hardware Support

If KIT determines, in its sole discretion, that onsite support is appropriate, a KIT Product Specialist will take practically reasonable efforts arrive at your location within the time frames specified below depending on the Severity Level.

Severity 1 – Within Two to Four Hours

Severity 2 – Within Twelve Hours

Severity 3 – Within Two Business Days

Severity 4 – Within Four Business Days or a mutually agreed up-on date and time

Severity 5 – Site visits are not generally required

Note:

KIT reserves the right, in its sole discretion, to adjust Severity 1, Severity 2 and Severity 3 on-site response times or charge additional fees based on the location or accessibility of the covered hardware or software system. Actual response times are subject to acts and conditions beyond KIT's control and, therefore, KIT's response may be delayed. KIT is not responsible for response delays caused by factors outside its control. You should contact a KIT Support Sales representative for more details regarding availability for your covered hardware systems.

Commercially and Practically reasonable effort will be made by KIT to arrange for any Spare Parts for the repair and/or maintenance of an equipment covered in the Equipment Schedule but Spare Parts are subject to availability and KIT does not guarantee availability either in its local stock or with Oracle.

10. LEGALITY

Legal Entity

The Contract and these conditions shall be subject to the laws of the Kingdom of Bahrain. All disputes arising under or in connection with the Contract shall be submitted exclusively to the Courts of Bahrain.

All disputes arising under or in connection with the Contract shall be submitted exclusively to the courts of Bahrain. The sub-licensee hereby submits expressly to the Jurisdiction of the Bahrain courts. KIT shall be entitled, at its discretion, to take legal action against the Customer in the courts having jurisdiction over the Customer.

Warranties, Disclaimers, and Exclusive Remedies

Oracle and KIT warrants that technical support services will be provided in a professional manner consistent with industry standards. You must notify KIT of any technical support services warranty deficiencies within 30 days from performance of the defective technical support services.

For any breach of the above warranties, your exclusive remedy, and oracle and kit's entire liability, shall be the reperformance of the deficient technical support services, or if oracle or kit cannot substantially correct a breach in a commercially reasonable manner, you may end the relevant technical support services and request to recover the fees paid to oracle and/or kit for the deficient technical support services. To the extent permitted by law, these warranties are exclusive and there are no other express or implied warranties or conditions, including warranties or conditions of merchantability and fitness for a particular purpose.
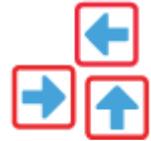
Limitation of Liability

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 your order, whether in contract or tort, or otherwise, shall be limited to the amount of the fees you paid oracle under your order, and if such damages result from your use of technical support services, such liability shall be limited to the fees you paid oracle for the deficient technical support services giving rise to the liability.

Nondisclosure

By virtue of your order, 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 your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

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.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

Phone numbers and contact information can be found on KIT's support web site http://kit.bh/contactus