

BOYLE LAW FIRM, P.A.
ATTORNEYS AT LAW
145 Paramount Plaza III
7831 Glenroy Road
Bloomington, Minnesota 55439
Tel. 952-837-1000
Fax 952-837-0920

Robert E. Boyle
e-mail: bobb Boyle@boylelawfirm.com

July 19, 2011

Mr. Alan Friedman, Esq.
Office of Policy and Coordination
Bureau of Competition
Federal Trade Commission
600 Pennsylvania Avenue NW, Room 383
Washington, DC 20580

**VIA FIRST CLASS U. S. MAIL AND
ELECTRONIC MAIL**

RE: Unlawful Tying /Attempt to Monopolize/Restraint of Trade
Oracle America, Inc.
Our Client: Association of Service and Computer Dealers International
Our File No. 1019-00

Dear Mr. Friedman:

The Association of Service and Computer Dealers International (“ASDCI”) is a not-for-profit U.S. based trade association whose members buy, sell, manufacture and service new and used information technology (“IT”) products, including computer hardware, software, networking solutions and plug compatible peripherals. ASCDI’s constituents include both members and the ultimate end users of the IT products its members sell and service.

ASDCI members include manufacturers, authorized and non-authorized resellers, brokers, independent service organizations and third-party maintainers (“ISO’s”) and solution providers. Almost half of ASCDI members are ISO’s providing service and support worldwide for virtually all IT products. ASCDI member customers have traditionally included federal, state and local governments, private enterprise and small to medium businesses. ASCDI members and their customers are located throughout the world.

The purpose of this letter is to bring to your attention the impact of three (3) anti-competitive maintenance and support policies of Oracle America, Inc. (formerly Sun Microsystems) that adversely impact end users of its products, ASCDI members and non-members alike, who are a part of the secondary market for IT equipment and are engaged in the sale, service and support of Sun equipment (the “Policies”). Copies of the Oracle America hardware and software support policies are attached hereto for your reference. In summary, the Policies are as follows:

1. **Maintenance Exclusivity**: Oracle America requires customer end users seeking service and support of their Sun equipment to elect between obtaining service and support from Oracle America or an ISO, but not both;
2. **Unlawful Tying**: Oracle America ties access to bug fixes, software updates and security patches, necessary for state-of-the-art operating system functionality, to the purchase of proprietary Oracle America hardware and/or software support agreements; and
3. **Refusal to License**: Oracle America limits access to the Solaris Operating System, including bug fixes, software updates and security patches, to Sun equipment purchased from Oracle America only. In the case of used equipment purchased from the secondary market, which was not under an Oracle America support agreement at the time of purchase or such an agreement lapsed prior to purchase, bug fixes, software updates and security patches are not available until: (1) a reinstatement fee is paid “equal to 150% of the last-paid support fee or, if technical support was never acquired, 150% of the applicable technical support fee for the covered hardware system, prorated from the date technical support is being ordered back to the date technical support lapsed (or the hardware order date if technical support was never purchased)”¹; and (2) a Hardware support agreement is purchased equal to 12% of the original list price of the hardware or a Software support agreement is purchased equal to 8% of the original list price of the software. The combination of the reinstatement fee and the price of the Hardware or the Software support agreement render the secondary market purchase price uncompetitive by orders of magnitude.

Founded in 1987 as Sun Microsystems, Inc., Oracle America, Inc. (Oracle America) is a product of the January 2010 merger of Oracle Corporation and Sun Microsystems, Inc. Oracle America has 29,000 employees engaged in designing, manufacturing, marketing, and, according to its website, “servicing network computing infrastructure solutions worldwide”. Oracle America operates today as a subsidiary of Oracle Corporation. The Policies cited above were adopted following the merger. They are anti-competitive and have no sound business justification other than to eliminate competition while simultaneously harming end users and investors in Sun equipment. Prior to the adoption of the Policies, competition was based on traditional measures of price, performance, service and uptime. Subsequent to the merger, these factors have become marginalized by policies that have nothing to do with competition and everything to do with the elimination of competition.

1. Maintenance Exclusivity: The first of the new policies imposes on customers the obligation to choose between maintenance and support by provided by: 1) Oracle America on an exclusive basis only and as to all Sun equipment in productive use; or 2) maintenance and support provided by ISOs. If a customer choses to risk continued use of ISOs for certain of its equipment, the customer will be jeopardizing its relationship with Oracle America if discovered. There is more:

¹ See Oracle America Hardware and Systems Support Policies Effective Date: 22-April-2011

- Sun equipment heretofore not maintained or maintained by an ISO will be subject to a recertification charge to become eligible for an Oracle America hardware or software support agreement. The recertification charge is substantial and penal in nature; and
- Oracle America also eliminated time and materials (T&M) support as part of its policy of maintenance exclusivity.

In summary, for customers whose hardware and software has reached end of life and is no longer supported by Oracle America, severing the link to Oracle America may be a reasonable risk to incur. For the majority of customers with mission critical needs and who require maximum up-time, access to bug fixes, software updates and security patches is essential. Making an election to utilize the services of ISOs, and in so doing forego access to bug fixes, software updates and security patches and jeopardize any existing support relationship with Oracle America, is not an option. Putting it bluntly, no IT manager will jeopardize his or her job by hiring an ISO. Finally, for those customers geared up to self-maintain their IT equipment, which may include a variety of platforms and who may require OEM support from time to time on a T&M basis to augment in-house expertise, withdrawal of T&M support will require this group to purchase an Oracle America hardware or software support agreement at substantial extra cost.

2. Unlawful Tying Practices: Bug fixes, software updates and security patches are absolutely critical to the functionality of the Solaris Operating System. Heretofore, customers were told that one could obtain, and not be expected to pay for, bug fixes, software updates and security patches to simply maintain functionality.

Oracle America's New Policies for Customers Who Own Used Oracle America IT Products

Bug fixes, software updates and security patches for previously purchased Sun equipment with the Solaris Operating System are withheld, and not available, unless the customer places all, but no less than all, Sun equipment under a Sun support agreement. The Solaris Operating System cannot be securely used without access to bug fixes, software updates and security patches. Customers who originally purchased IT products and software from Sun were under the impression that bug fixes, software updates and security patches would be provided at no charge as a part of the purchase and licensing of Solaris Operating System software.

Oracle America's Policies for Customers Who Buy New Oracle America IT Products

Customers who purchase a new system from Oracle America must enter into an Oracle America Maintenance Agreement in order to be able to use the Solaris Operating System. When an end-user buys new Oracle America IT products it is told that the product comes with a 12-month warranty. What the customer is not told is that unless it enters into an Oracle America Maintenance Agreement, it cannot legally use the Solaris Operating System. So even if an end-user intends to use the new system for the 12-month warranty period only and therefore does not "need" separate maintenance support, it is still FORCED to enter into an Oracle America support agreement in order to legally use the Solaris Operating System.

Oracle America's Policies for Customers Who Self-Maintain Their Oracle America Systems

Customers who self-maintain their Oracle America equipment cannot obtain the Solaris Operating System bug fixes, software updates and security patches unless they purchase an Oracle America support agreement. In the past, bug fixes, software updates and security patches were routinely available to this group of customers and it was with that understanding that customers willingly purchased Oracle America equipment.

A Surprise for Those Customers Who Agree to Cancel Competitive Third-Party Maintenance and/or Stop Self Maintaining

Customers who agree to cancel existing agreements with ISOs and stop self-maintaining are being charged astronomical fees to certify or recertify their existing Sun equipment as eligible for an Oracle America Maintenance Agreement. These customers must first pay a penalty as high as two years maintenance. Going forward, they must pay approximately 8%-12% of the original equipment costs annually to keep the equipment under maintenance in order to continue to obtain the Solaris Operating System software updates and bug fixes.

3. Refusal to License Used Equipment Obtained from Non-Oracle America Sources:

Oracle America doesn't really refuse to license used equipment purchased from the secondary market, it just makes the price so high and painful that used equipment purchased in this manner is no longer a viable option. ASCDI believes that this policy converts the purchase of a new piece of equipment from Oracle America into a lease because the only way to preserve any residual value is to trade the equipment into Oracle America for a new piece of equipment. Setting aside the question of trade-in value, the end user customer seeking to change platforms and move to HP or IBM has no market for its used Oracle America/Sun equipment. This policy makes it impossible to license used Sun equipment sold into the secondary market because the policy effectively renders the equipment unsalable and unusable.

Impact on Residual Values

Heretofore, every lease by a leasing company, and every purchase by an owner end-user, contemplated a residual value assumption. A healthy residual value reduces the overall cost to the purchaser/lessor. Absent the ability to license used Sun equipment sold to a second user, free of reinstatement fees and the requirement to purchase Hardware and/or Software support contracts from Oracle America, residual values disappear while the equipment goes into the landfill, a victim, along with the customer, of an anti-competitive practice adopted by Oracle America and every other IT manufacturer adopting similar policies. Imagine Ford refusing to provide a key to the buyer of a used Ford purchased from non-Ford sources. There is no market for a car that won't start and by the same token, there is no market for used Sun equipment that cannot be properly licensed by a purchaser who does not wish the latest and greatest in hardware and software support.

To those hundreds of thousands of owners and lessors with investments in Sun equipment, the adoption of this policy, will be the ultimate tie that binds them literally and figuratively to Oracle

America if they wish to preserve any value; let's hope they do not need to change platforms in favor of HP, IBM or other competitive alternative. This is not the deal many signed up for.

Out of concern for the impact of the exclusivity policy and the tying of bug fixes, software updates and security patches to Oracle America support agreements, ASCDI wrote to Mr. Charles Phillips, Jr., President, Oracle America, Ms. Safra Cruz, also identified as President of Oracle America Corporation and to Mr. Scott Olsen, an attorney in the Legal and Compliance Department, on June 8, 2010, to request the establishment of a communications link between Oracle America and ASCDI to discuss these policies and their perceived impact on competition for the delivery of maintenance and support to users of Oracle America IT equipment. Oracle America responded perfunctorily merely reiterating that “when a customer acquires Sun/Oracle hardware from a non-Oracle source, the Oracle Solaris license rights for that hardware are not transferrable. In order to receive Oracle Solaris rights, customers must acquire technical support services (i.e., Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems).” (A copy of the letter response is attached).

News of a policy not to license used Sun equipment obtained from non Oracle America sources was first discovered in July 2010. In the following months, efforts were made by ASCDI and its members to verify the existence of such a policy. Finally, ASCDI and its legal counsel sent an inquiry to Mr. Scott Olsen, Oracle America Legal Counsel, and to its Principal Consultant, Hardware Compliance Services, on December 7, 2010 requesting verification as to the existence or non-existence of such a policy. Mr. Olsen has declined to respond.

Secondary Market

A competitive secondary market augmenting non-restrictive and pro-competitive manufacturer practices and policies will make it possible to buy, sell and maintain Oracle America IT equipment and maintain residual values unique to the nature and character of the equipment. A competitive secondary market will only exist if used IT products can be supported independently of the manufacturer. There is no value to a used piece of Oracle America equipment that cannot be competitively maintained and resold independent of the manufacturer. Access to bug fixes, software updates and security patches is critical to proper functionality. Oracle America's current policies will eventually destroy the secondary market for used Sun equipment if users are required to buy proprietary maintenance in exchange for access to bug fixes, software updates and security patches. Oracle America's current policies will eventually destroy the residual values if used Sun equipment cannot be relicensed for productive use.

Higher residual values facilitate trade-outs of used Oracle America equipment and reduce the cost of ownership while making room for new IT products. Both the end-user and the manufacturer benefit from policies, which create residual value increasing sales volume. IBM is an example of a company: (i) that supports its new and used IT products without regard to the source; (ii) does not impose proprietary maintenance and support requirements on its customers; (iii) whose used IT products enjoy high residual values; and (iv) that actively supports the secondary market for IBM IT products by aggressively supporting third party sales and service of IBM IT products.

Mr. Alan Friedman

July 19, 2011

Page – 6

Mr. Friedman, our purpose of course is to persuade you that Oracle's licensing policies are a violation of the law. Certainly the policies represent a death knell for businesses that provide third-party maintenance for Oracle and Sun products. Certainly the policies effectively prohibit end users from maintaining their own equipment. Certainly the policies are unfair to customers who purchased Oracle America and/or Sun equipment assuming the equipment would have reasonable resale value and assuming they could either maintain the equipment themselves or have it maintained by third party providers in a competitive environment. Certainly they are unfair to customers who have a large installed based of Oracle/Sun equipment, and now find themselves unable to extricate themselves from dealing with a manufacturer who is taking advantage of its dominant position in the Sun equipment maintenance market to squeeze more fees from a captive market.

We have reviewed the Antitrust Guidelines for the Licensing of Intellectual Property issued by the Federal Trade Commission and the Department of Justice in 1995. We have also reviewed the Report on Antitrust Enforcement And Intellectual Property Rights: Promoting Innovation and Competition issued by the Federal Trade Commission and the Department of Justice in 2007. We believe that the facts and circumstances described in this letter are sufficient to justify an inquiry into the licensing practices of Oracle America. We also understand that the time and resources of your office are limited and that you must allocate them prudently and efficiently.

For these reasons, we would like to arrange a teleconference with you, at your convenience, in the next couple of weeks to discuss what the next steps should be in assisting you to determine whether or not to further inquire into these matters. Among the subjects we would like to informally discuss are:

- The process that you use to preliminarily review matters such as this, and to determine if there is anything we can do to assist you;
- Your assessment of the key legal determinations that must be made before proceeding with any investigation;
- The key fact situations that may need to be identified to establish a sufficient base of information to justify further investigation;
- An approximate timeline for how the process will move forward.

The ASCDI Chairman, Executive Director and I are also available in August to come to Washington for a face-to-face meeting with you to more fully set forth the specifics of our concerns. As you can imagine, Oracle America's policies have created a crisis within our industry and for the customers who are serviced by the industry. In addition, we are very concerned that Oracle America's policies will be replicated by other manufacturers unless the Federal Trade Commission is able to stop them by obtaining the necessary injunctions that will require Oracle America to rescind them pending a complete investigation.

Oracle America and other manufacturers have far more resources to defend their actions than individual customers and third party maintainers have to contest them in prolonged litigation. In circumstances such as these, we all need the services of the Federal Trade Commission to keep the marketplace competitive.

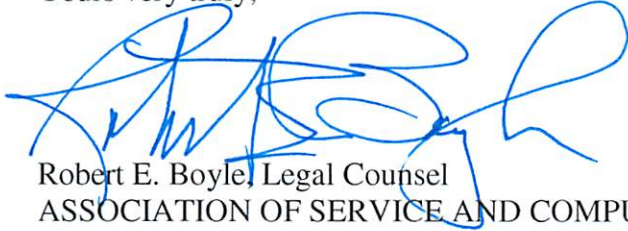
Mr. Alan Friedman

July 19, 2011

Page - 7

On behalf of Oracle America customers harmed by these policies and the ASCDI and its members, we wish to thank you in advance for your time and consideration. We stand ready, willing and able to address the issues raised herein.

Yours very truly,



Robert E. Boyle, Legal Counsel
ASSOCIATION OF SERVICE AND COMPUTER DEALERS INTERNATIONAL

REB/alh

Enclosures

January 20, 2011

Via E-Mail

Robert Boyle
Boyle Law Firm, P.A.
Paramount Plaza III
7831 Glenroy Road
Suite 145
Bloomington, MN 55439

Dear Mr. Boyle:

I am writing on behalf of Oracle Corporation in reply to your December 7, 2010 email to Scott Olsen. I would like to provide a response to your question regarding whether a standalone Solaris Entitlement is available from Oracle for use with used Sun equipment obtained from non-Oracle sources. We hope the following information will help clear up any confusion among your members.

Currently, when a customer acquires Sun/Oracle hardware from a non-Oracle source, the Oracle Solaris license rights for that hardware are not transferrable. In order to receive Oracle Solaris license rights, customers must acquire technical support services (i.e., Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems).

Please let me know if you have further questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "R. M. DuPree". The signature is stylized with a large initial "R" and a distinct "P".

Renée M. DuPree
Corporate Counsel

Oracle Hardware and Systems Support Policies

Effective Date: 22-April-2011

OVERVIEW

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server and storage product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an Oracle-authorized partner.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels for Systems section below, you must: (i) provide Oracle with the serial number and/or other identification and entitlement information for all equipment manufactured by or for Oracle, including components, options, and spare parts ("hardware system") in the manner specified by Oracle; and (ii) pay a technical support fee. A hardware system meeting these two requirements and under contract to receive support is referred to as a "covered hardware system." Components, options and spare parts purchased separately from your original equipment purchase are included in the definition of hardware system for the purposes of determining the technical support fee. Oracle will make commercially reasonable efforts to provide the hardware support service as described below. (Note: These offerings are not available for non-Oracle/Sun hardware).

Oracle's obligations under these Hardware and Systems Support Policies do not apply to any malfunctions in a hardware system that could be avoided if you incorporate or implement a hardware or firmware update or any workaround previously provided by Oracle which would correct the malfunction or to a hardware system that has been (i) modified, altered or adapted without Oracle's written consent; (ii) mistreated or used in a manner other than in accordance with that hardware product's or software media's manual (including failure to follow Oracle's installation, system maintenance, and environmental recommendations); (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by the service offering, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (viii) used by parties appearing on the most current U.S. export exclusion list; (ix) relocated to countries subject to U.S. trade embargo or restrictions; or (x) used remotely to facilitate any activities in the countries referenced in (ix) above.

Oracle may use subcontractors in the performance of technical support and it warrants the quality of subcontractor work per the warranty terms of your agreement with Oracle/Sun.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>.

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

To view a comparison of these Oracle Hardware and Systems Support Policies and the previous version of the Oracle Hardware and Systems Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

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 ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only 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.

Support Period

Technical support is effective upon the date of shipment of the hardware unless stated otherwise in your ordering document. Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"), unless stated otherwise in your ordering document. All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

Matching Service Levels

When acquiring technical support, all hardware systems must be supported (e.g., Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems) or all hardware systems must be unsupported. For the purpose of this section, hardware systems include (i) all of your hardware systems running the Solaris Operating system release 10 Update 9 or later and (ii) all of your hardware systems running the Oracle Linux and Oracle VM operating system, and (iii) all hardware systems that benefit in any way from your support of a covered 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). If you have acquired your Oracle Linux and Oracle VM support services under a separate Oracle Linux and Oracle VM Services Agreement then that hardware system is a covered hardware system under this matching service level policy. Hardware systems that have reached an end of service life are excluded from the above policy, and hardware systems that you register with Oracle as retired are excluded from the above policy.

Reinstatement of Oracle Technical Support

In the event that technical 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.

Upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid technical support fee, or, if technical support was never acquired, 150% of the applicable technical support fee for the covered hardware system, prorated from the date technical support is being ordered back to the date technical support lapsed (or the hardware order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the hardware system has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the applicable percentage of the net purchase price paid to Oracle for the covered hardware system. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid technical support fee.

Upgrading Your Support Level

In the event you have acquired Oracle Premier Support for Operating Systems and later choose to upgrade to Oracle Premier Support for Systems, 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 Oracle Premier Support for Systems and the Oracle Premier 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 Covered Hardware System or Service Level

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 Oracle that you are retiring the hardware system, or (iii) you change service level for all of your systems, then Oracle will reduce your support fee at the next renewal for these reductions.

Unsupported Hardware Systems

Customers with unsupported hardware systems are not entitled to download or receive 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 OSS for technical support of programs. 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 hardware systems and your Oracle environment in order to help resolve system issues and to assist Oracle 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 Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Oracle Premier Support for Operating Systems and/or Oracle Premier Support for Systems, you may designate one (1) primary and four (4) backup individuals ("technical contact") per data center location, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per data center location, you have the option to designate an additional two (2) primary and four (4) backup technical contacts per data center location. 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.

Oracle 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

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported hardware system(s) directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the

performance, functionality or operation of the supported hardware system(s), (ii) a direct response to users with respect to problems or issues with the supported hardware system(s), (iii) a diagnosis of problems or issues of the supported hardware system(s), and (iv) a resolution of problems or issues of the supported hardware system(s).

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported hardware system(s), you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., accept remote connections, provide Explorer Files and/or Core Files) required to provide Second Line Support. Oracle does not warrant its performance of the technical support described herein if you do not provide such access at Oracle's request.

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

Oracle 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.

Program Updates

"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 updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no 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.

Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

Lifetime Support

Lifetime Support consists of the following service levels:

- Oracle Premier Support for Systems and Oracle Premier Support for Operating Systems
- Extended Support for Operating Systems(if offered)
- Sustaining Support for Systems and Sustaining Support for Operating Systems

A description of the services available under Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Extended Support for Operating Systems, Sustaining Support for Systems, and Sustaining Support for Operating Systems is included in the Oracle Technical Support Levels section below.

When offered, Oracle Premier Support for Systems will be available for five years from the Last Ship Date of the hardware system. Based on availability, support may be extended with Sustaining Support for Systems, which will be available for as long as you maintain Oracle Premier Support for Systems for your Oracle hardware system.

When offered, Oracle Premier Support for Operating Systems will be available for eight years from the date a release of the operating system becomes generally available, except as noted below. Based on availability, support may be extended for an additional three years with Extended Support for Operating Systems for specific releases. Alternatively, support may be extended with Sustaining Support for Operating Systems, which will be available for as long as you maintain Oracle Premier Support for Operating Systems for your Oracle hardware system.

Refer to the attached document titled [“Lifetime Support Policy: Coverage for Hardware and Operating Systems”](#) (PDF) for specific hardware and operating systems that are, or will be, covered by the Lifetime Support Policy.

Refer to the attached [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF) document for specific Oracle Linux and Oracle VM program releases that are, or will be covered by the Lifetime Support Policy.

Notes:

1. OpenSolaris - Program fixes and security patches for OpenSolaris will be provided for six (6) months from the date that a release of the OpenSolaris becomes generally available. This applies to program fixes and security patches released by Oracle and does not include freely available updates from the OpenSolaris Community.

Third-Party Products

Installation of non-Oracle product by you, or your representative (other than by Oracle), into an Oracle hardware system is strongly discouraged due to the serviceability implications outlined below.

Unless third-party product is expressly identified under the applicable technical support contract, Oracle's technical support applies only to those products that have been both (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by and Oracle-authorized partner). Oracle does not support any other third-party products installed into or attached to Oracle hardware systems. Further, if third-party product is installed, or fails, in a manner that damages the Oracle hardware system, then the technical support will not cover such damage. Replacement or repair of any damaged components in these situations would be subject to additional charges.

Installation of non-Oracle product into an Oracle hardware system 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 the third-party product from the Oracle hardware system.

For those failure conditions directly or indirectly related to third-party product (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the third-party product, or require the customer to remove the third-party product, before commencing with the troubleshooting process. Oracle's services for removing the third-party product will be subject to additional charges.

If it is determined that the cause of the failure is the third-party product, then Oracle will charge for the entire service call.

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

Technology Refresh

If you acquire a new hardware system(s) and technical support from Oracle or an Oracle-authorized partner, you may be eligible to receive a credit for unused support on the decommissioned hardware system(s) currently under an active support contract with Oracle. In order to be eligible for the credit, you must complete the Hardware System Decommission Form which can be found [here](#) and submit it within one (1) year of the shipment date of the new hardware system(s). If a credit for unused support is due then such credit will be calculated from the date Oracle receives the Hardware System Decommission Form 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).

ORACLE TECHNICAL SUPPORT LEVELS FOR SYSTEMS

Oracle Premier Support for Systems

Oracle Premier Support for Systems consists of services in support of hardware systems, operating system software and integrated software (e.g., firmware). For hardware systems, this support is limited to Oracle/Sun hardware only. For Oracle/Sun servers, this support applies to the following operating system software: Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. Oracle Premier Support for Systems consists of:

- Program updates, patches, fixes¹, security patches, and security alerts for operating system software and integrated software (e.g., firmware)
- Upgrade tools
- Certification with most new third-party products/versions
- Major product and technology releases for operating system software and integrated software (e.g., firmware), which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite hardware support for Oracle/Sun server or storage systems
- Field Change Orders – system modification recommendations
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification²
- Backport of fixes¹, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle within the last six (6) months; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>.
- Right to use Oracle Clusterware for Oracle Unbreakable Linux. To access and download Oracle Clusterware for Oracle Unbreakable Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours

Notes:

1. Oracle will only provide bug fixes for certain versions of Oracle Linux and Oracle VM programs as provided on <http://linux.oracle.com/supported.html>.
2. Hardware certification will be provided for the first four (4) years from the date a release of the Oracle Linux and Oracle VM programs become generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

System Maintenance

You agree to perform prescribed system maintenance, including but not limited to, installing software updates for system software or firmware, maintaining file systems, replacing air filters and batteries as needed, and tracking proactive diagnostic information.

Replacement Hardware Parts

If Oracle determines that the replacement of a hardware part is necessary, Oracle will send a replacement part to your location. Oracle personnel will install the replacement part unless Oracle determines that you can install the replacement part yourself. If you request that Oracle replace a self service replacement part then you will be charged an additional fee for the installation. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Times Targets for Hardware Support noted below. Replacement parts will be of new or like-new quality.

Return of Malfunctioning Parts

If Oracle sends a replacement part to you, you will ensure that the malfunctioning part is returned to Oracle in accordance with all shipping instructions from Oracle (unless you have an agreement with Oracle allowing you to retain the malfunctioning part). If Oracle delivers a replacement part to you, you must have the malfunctioning part ready for immediate exchange upon delivery. All malfunctioning parts become Oracle's property upon removal from your site. If you fail to return or exchange any malfunctioning part, you will be charged the then-current fee.

Oracle Premier Support for Operating Systems

Oracle Premier Support for Operating Systems consists of services in support of (i) operating system and virtualization software for Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, Oracle VM, and Sun Ray Device Operating Software and (ii) integrated software (e.g., firmware). Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes¹, security patches, and security alerts for operating system software and integrated software (e.g., firmware)
- Upgrade tools
- Certification with most new third-party products/versions
- Major product and technology releases for operating system software and integrated software (e.g., firmware), which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification²
- Backport of fixes¹, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle within the last six (6) months; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>.
- Right to use Oracle Clusterware for Oracle Unbreakable Linux. To access and download Oracle Clusterware for Oracle Unbreakable Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours

Notes:

1. Oracle will only provide bug fixes for certain versions of Oracle Linux and Oracle VM programs as provided on <http://linux.oracle.com/supported.html>.

2. Hardware certification will be provided for the first four (4) years from the date a release of the Oracle Linux and Oracle VM programs become generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Extended Support for Operating Systems

Extended Support for Operating Systems may be available for certain Oracle Solaris operating system software releases. When Extended Support for Operating Systems is offered, it is generally available for three years following the expiration of Oracle Premier Support for Operating Systems and only for the terminal codeline release of a program.

Oracle Solaris operating system software releases eligible for Extended Support for Operating Systems will receive Oracle Premier Support for Operating Systems but limited to the following:

- Major product and technology releases for Oracle Solaris operating system software
- Program updates, fixes, security patches, and security alerts
- Upgrade tools
- General maintenance releases, selected functionality releases, and documentation updates for Oracle Solaris operating system software
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support for Operating Systems does not include:

- Certification with most new third-party products/versions or most new Oracle programs

Extended Support for Operating Systems is not available for OpenSolaris, Trusted Solaris 8, Oracle Linux, Oracle VM, and Sun Ray Device Operating Software.

Sustaining Support

Sustaining Support for Systems – Sustaining Support for Systems may be available for certain hardware systems, operating system software and integrated software (e.g., firmware).

Hardware Systems, operating system software and integrated software (e.g., firmware) eligible for Sustaining Support for Systems will receive Oracle Premier Support for Systems limited to the following:

- Onsite hardware support for Oracle/Sun server or storage systems eligible for Sustaining Support for Systems
- Program updates, patches, fixes, security patches, and security alerts created during the Oracle Premier Support for Systems period.
- Upgrade tools created during the Oracle Premier Support for Systems period.
- General maintenance releases, selected functionality releases, and documentation updates created during the Oracle Premier Support for Systems period
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>

- Right to use Oracle Clusterware for Oracle Unbreakable Linux. To access and download Oracle Clusterware for Oracle Unbreakable Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours

Sustaining Support for Systems does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates or upgrade tools
- Guaranteed availability of replacement parts
- Certification with most new third-party products/versions or most new Oracle products
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware Certification
- Previously released fixes or updates that Oracle no longer supports.

Sustaining Support for Operating Systems - Sustaining Support for Operating Systems may be available for certain Oracle Premier Support for Operating Systems program releases.

Program releases eligible for Sustaining Support for Operating Systems will receive Oracle Premier Support for Operating Systems limited to the following:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software (e.g., firmware) created during the (i) Oracle Premier Support for Operating Systems period, and created during the (ii) Extended Support for Operating Systems period for those customers who purchased Extended Support for Operating Systems. Customers who do not maintain Extended Support for Operating Systems but acquire Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Oracle Premier Support for Operating Systems period.
- 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 My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>
- Right to use Oracle Clusterware for Oracle Unbreakable Linux. To access and download Oracle Clusterware for Oracle Unbreakable Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours

Sustaining Support for Operating Systems does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates
- New upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware Certification
- Backport of fixes
- Previously released fixes or updates that Oracle no longer supports.

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

Oracle Priority Service for Sun Ray Peripherals

Oracle Priority Service for Sun Ray Peripherals consists of:

- Advanced Parts Exchange for keyboards, monitors and country kits; with next business day delivery to your location
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

Oracle Customer Data & Device Retention Service

Oracle Customer Data & Device Retention Service permits you to retain disk drive(s), flash cache and/or parts that may contain sensitive, confidential, or classified data that have been removed from your hardware system. For the purposes of this service, (i) a disk drive is defined as a spinning media device that stores data accessed by the server, storage array, or tape system, (ii) flash cache is defined as any device having the ability to store information on a solid state media that is re-writable, and (iii) a part is defined as any item in a server, storage device, or network device containing non-volatile random access memory.

Oracle Customer Data & Device Retention Service consists of the following:

- If Oracle, in its sole discretion, determines that a disk drive(s), flash cache and/or parts need to be replaced, Oracle will send a replacement disk drive(s), flash cache, and/or parts to your location. Oracle personnel will install the replacement disk drive(s), flash cache and/or part and return the failed memory component to you. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below.

If you acquire Oracle Customer Data & Device Retention Service, you will:

- Provide access to your facilities, systems, and operating environment, including root access.
- Provide access to your personnel, including IT and operational staff
- Provide a designated point of contact
- Be responsible for the proper disposal/destruction of replaced disk drive(s), flash cache and/or parts.

If you add Oracle Customer Data & Device Retention Service, you must maintain Oracle Premier Support for Systems; you must acquire Oracle Customer Data & Device Retention Service for (i) all servers of the same model number, (ii) all storage devices of the same model number, and/or (iii) all networking devices of the same model number.

Oracle Advanced Customer Services Onsite Spares

Oracle Advanced Customer Services Onsite Spares provides you with delivery and maintenance of parts at your designated location(s). This service includes only those parts that are specified on your order.

Oracle Advanced Customer Services Onsite Spares consists of the following:

- Parts
- Maintenance and replacement of parts
- Setup of parts onsite
- Semi-annual cycle counts
- Retrieval of parts at end of Support Period

If you acquire Oracle Advanced Customer Services Onsite Spares, you will:

- Provide a secure storage area for parts clearly marked “Property of Oracle. You will ensure that (i) entry to such secure area is restricted to your personnel directly involved in shipping and receiving parts, and (ii) all vehicle and pedestrian access to your warehouse premises is secured against unauthorized access.
- Provide a designated point of contact

In order to acquire Oracle Advanced Customer Services Onsite Spares, you must maintain Oracle Premier Support for Systems.

Oracle will maintain title to and ownership of parts unless or until any such part is exchanged with a damaged or faulty part and installed on a hardware system. Also, with the transfer of title to a part to you, title to the identical damaged or faulty part is transferred to Oracle.

Oracle Standard Installation Services

Oracle Standard Installation Services consist of services to install and configure hardware system(s). Oracle Standard Installation Services is comprised of the following three (3) services:

[Oracle Standard Installation Services Exhibit – Basic](#)

[Oracle Standard Installation Services Exhibit – Standard](#)

[Oracle Standard Installation Services Exhibit – No site visit required](#)

If you acquire any of the above Oracle Standard Installation Services on your order, Oracle will provide the services described in the applicable exhibit(s) specified above.

WEB-BASED CUSTOMER SUPPORT SYSTEMS

My Oracle Support is Oracle’s customer support web site for hardware support. Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts. Access to My Oracle Support is included with Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Extended Support, and Sustaining Support.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Oracle Premier Support for Systems and Oracle Premier Support for Operating Systems.

TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your hardware and software environment (“tools data”). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software 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. Further details about some of the current tools Oracle uses to provide technical support services, and the data collected and how it is used, are described in the Oracle technical support policies, the Global Customer Support Security Practices and My Oracle Support. You may contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an ordering document, or readme that the tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, 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.

Auto Service Request

Auto Service Request ("ASR") allows Oracle products which are ASR-enabled to automatically initiate a service request when specific hardware faults occur by sending fault information to Oracle. To implement ASR, you must utilize the ASR software made available via electronic download or such other means as Oracle may elect. For ASR enabled hardware, ASR will send specific hardware fault telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. Oracle will notify the Technical Contact to arrange error resolution as appropriate. You are responsible to maintain the telecom gateway through which ASR communicates with Oracle regarding your hardware system.

ASR is subject to availability on selected systems and local conditions may apply. You may go to <http://www.oracle.com/asr/index.html> or contact your Oracle sales representative for more details regarding availability. The specific hardware faults detected by ASR vary by product type, product version and operating system. Not all hardware faults are detected or sent to Oracle. The ASR fault coverage is subject to change by Oracle at any time and without prior notice.

GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle 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 <http://www.oracle.com/us/support/policies/index.html>. 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 Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

SEVERITY DEFINITIONS

Service requests for your covered hardware system may be submitted by you online through Oracle's web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

Your production use of the covered hardware system 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:

- Data corrupted
- A critical documented function is not available
- 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.

24 Hour Commitment to Severity 1 Service Requests: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2

You experience a severe loss of service. Important features are unavailable with no acceptable workaround, impaired or broken functionality with significant impact to applications, and/or frequent application failure but not data loss; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. 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 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.

ONSITE RESPONSE TIME TARGETS FOR HARDWARE SUPPORT

Response time targets for hardware support are as specified below, except for Sun Ray Clients. The response time target for Sun Ray Clients, regardless of severity level, is limited to Advanced Parts Exchange with next business day delivery to your location.

Please refer to the attached document titled "[Oracle Service Locations](#)" (PDF) for a listing of service locations.

Severity 1

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below.

Within 2 hours: Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location

Within 4 hours: Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location

Next Day: Your covered hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

Severity 2

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below.

Within 4 hours: Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location

Within same business day: Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location

Next Business Day: Your covered hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

Severity 3

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location the next business day from the close of local business hours or at a later mutually agreed-upon time (e.g., scheduled maintenance window).

Note:

The geographic location of your covered hardware system may cause on-site service to be unavailable or may require additional charges or longer Severity 1, Severity 2 and Severity 3 response times. Oracle 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 of the covered hardware system. Actual response times are subject to acts and conditions beyond Oracle's control and, therefore, Oracle's response may be delayed. Oracle is not responsible for response delays caused by factors outside its control. You should contact an Oracle Support Sales representative for more details regarding availability for your covered hardware systems.

CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/us/support/contact-068555.html>.

Oracle Software Technical Support Policies

Effective Date: 12-May-2011

OVERVIEW

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

"You" and "your" refers to the individual or entity that has ordered technical support from Oracle or an authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

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.

Product release and supported platforms information for all Oracle programs, other than Phase Forward, is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below. Product release and supported platforms information for Phase Forward programs will be provided to you in writing.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>.

These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", in former Hyperion agreements as the "Standard Maintenance Program", in former Agile agreements as the "product support policy", in former BEA agreements as the "Support Services" policies, in former Haley agreements as the "Support Maintenance Agreement", in former mValent agreements as the "Maintenance and Technical Support Agreement", in former AmberPoint agreements as the "Maintenance and Support Schedule 2.0", and in former Phase Forward agreements as the "Phase Forward Licensee Support Services Policy."

These Technical Support Policies are subject to change at Oracle's discretion; however Oracle 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.

To view a comparison of these Oracle Software Technical Support Policies and the previous version of the Oracle Software Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

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 ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only 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.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

License Set

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), Enterprise Manager* (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, or (ii) all of your licenses of a program that share the same source code**. 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. For Crystal Ball programs, a license set is defined as the same licenses of a program contained on a single order.

*As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Standard Edition One.
- WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.

For purposes of clarification, if you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of 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 you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set under Oracle's matching service level policy.

Matching Service Levels

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 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.

Reinstatement of Oracle Technical Support

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store (“standard discount”) in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported (“go-forward support fee”). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the “License Set”, “Matching Service Levels”, and “Pricing following Reduction of Licenses or Support Level” policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

Pricing following Reduction of Licenses or Support Level

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 of 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.

Custom Application Bundles

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

Unsupported Programs

Customers with unsupported programs are not entitled to download or receive 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.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. 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 programs and your Oracle environment in order to help resolve system issues and to assist Oracle 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 Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 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.

Oracle 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.

Program Updates

"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 updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no 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.

Payment Plan, Financing, and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your ordering document 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, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

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

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Technology Products](#)" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Fusion Middleware](#)" (PDF) for specific fusion middleware programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Applications](#)" (PDF) for specific application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Retail Applications](#)" (PDF) for specific Retail application programs that are, or will be, covered by the Lifetime Support policy.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Sun Software Products](#)" (PDF) for specific Sun software programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. Active Reasoning, ContextMedia, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on My Oracle Support are excluded from the Lifetime Support policy.
2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.
3. Tax updates and regulatory changes* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs.

*Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; Critical Patch Updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

Oracle reserves the right to make changes to the third party products included in the PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

5. For certain Oracle Retail application program releases* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

*formerly Retek, ProfitLogic, and 360 Commerce

6. Extended Support:

- (a) For customers with current support contracts for Oracle9i Database Release 9.2 on the following platforms: Solaris SPARC (64 bit), Linux x86 (32 bit), IBM AIX, HP-UX Itanium, HP-UX PA-RISC, HP Tru64 UNIX, Microsoft Windows (32 bit), IBM z/OS on System z, and IBM Linux on System z, Extended Support will be available from July 2010 through July 2012. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates (“CPUs”) will not be made available.
- (b) Extended Support for PeopleSoft Enterprise HRMS 8.8 has been extended one year, from December 2010 to December 2011.
- (c) For customers with a current support contract for the Programs listed below, the Extended Support fee has been waived for the program releases and periods as noted. During these periods, you will receive access to generally available fixes, tax*, legal*, and regulatory updates*, and critical patch updates (“CPUs”), unless otherwise specified below, at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support).

Program Release	Period of Extended Support Fee Waiver
Oracle e-Business Suite 11i/10	December 2010 – November 2011
Siebel CRM 7.8	June 2010 – May 2011
Oracle Database 10gR2	August 2010 – July 2011, except as otherwise specified below under “***”
PeopleSoft Enterprise 8.9*	July 2009 – June 2011

*Tax, legal, and regulatory updates are for the following program releases only: PeopleSoft Enterprise 8.9

**The following applies to Oracle Database 10gR2:

For customers with current support contracts running Oracle Database 10gR2 on IBM Linux on System Z, the Extended Support Fee Waiver Period has been extended for one year; the Extended Support fee will be waived from August 2010 – July 2012.

For customers with current support contracts running Oracle Database 10gR2 on Fujitsu BS2000, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013.

For customers with current support contracts running Oracle Database 10gR2 on the following platforms: Linux Itanium, IBM Linux on POWER Systems and Windows Itanium, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – July 2015, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates (“CPUs”) will not be made available.

For customers with current support contracts running Oracle Database 10gR2 on HP OpenVMS on Itanium, the Extended Support fee will be waived for three years; the Extended Support fee will be waived from August 2010 – July 2013. For the period of August 2013 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; Critical Patch Updates (“CPUs”) will not be made available.

- (d) For the first year of Extended Support for PeopleSoft Enterprise 9.0, the Extended Support fee will be waived.
- 7. For the first year of Sustaining Support for Oracle E-Business Suite Release 11i (July 1, 2008 – June 30, 2009), Oracle will provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2008 tax year. For the second year of Sustaining Support for Oracle e-Business Suite Release 11i (July 1, 2009 – June 30, 2010), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates will be provided with the exception of U.S. Tax Form 1099 updates for the 2009 tax year. For the third year of Sustaining Support for Oracle E-Business Suite 11i (July 1, 2010 – June 30, 2011), Oracle will continue to provide fixes for Severity 1 production bugs. No legislative updates or U.S. Tax Form 1099 updates will be provided.
- 8. Premier Support for Lustre 1.8 will be available through June 2012.

Right to Desupport

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 under Premier Support are governed by Oracle's Lifetime Support policy. Desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on My Oracle Support. Desupport information is subject to change. Oracle will provide updated desupport information on My Oracle Support.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide “First Line Support” for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users 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 you are unable to diagnose or resolve problems or issues of the supported programs, you may contact Oracle for “Second Line Support”. You 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 Second Line Support. Oracle

does not warrant its performance of the technical support described herein if you do not provide such access at Oracle's request.

Second 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 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.

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 application, hardware platform, framework, database, and/or operating system configuration to continue receiving technical support services from Oracle.

PeopleSoft and JD Edwards Release Information

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "[Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications](#)" (PDF).

Hyperion-Specific and Agile-Specific Support Terms

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

Warranties, Disclaimers, and Exclusive Remedies

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE 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.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

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.

Technical Support for Development, Demonstration, and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you've licensed to your end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

ORACLE TECHNICAL SUPPORT LEVELS

Software Update License & Support

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
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support and/or ATG Customer Support Portal (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
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL

Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (*Community Edition refers to MySQL licensed under the GPL license.)

- For ATG programs, web-based support is provided through ATG Customer Care Support Portal. For all other Oracle programs web-based support is provided through My Oracle Support.

Software Update License & Support for the Database Firewall and Database Firewall Management Server programs consists of:

- The Software Update License & Support described above except that fixes specific to Oracle Linux are subject to Note #1 below
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification²
- Backport of fixes¹, using commercially reasonable efforts, for any Oracle Linux program released from Oracle within the last six (6) months; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Oracle will only provide bug fixes for certain versions of the Oracle Linux programs as provided on <http://linux.oracle.com/supported.html>.
2. Hardware certification will be provided for the first four (4) years from the date a release of the Oracle Linux program becomes generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The Limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the following Moniforce programs: webSensor Enterprise and webProbe. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests during normal business hours.
- Access to My Oracle Support (24 x 7 web-based customer support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the Phase Forward programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Assistance with service requests during normal business hours.
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/Acquisitions/phaseforward/support-176416.html>
- Non-technical customer service during normal business hours

Limited Software Update License & Support will be available for the ATG programs. The limited Software Update License & Support will consist of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Certification with third-party products/versions as specified in the following link: <http://www.atg.com/en/products-services/commerce/supported-environments/>
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/Acquisitions/atg/support-296619.html>
- Non-technical customer service during normal business hours

Software Update License & Support for the Oracle Financial Services Software (“OFSS”) product lines is provided pursuant to the OFSS Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

Extended Support

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 patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java SE program releases:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates
- Upgrade scripts
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support and/or ATG Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

Oracle Linux - Extended Support is not available for the Oracle Linux programs.

Java SE - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following, except as specified below for Oracle Linux and Java SE program releases:

- Program updates, fixes, security alerts, and critical patch updates created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Extended Support but acquire Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period
- Major product and technology releases, which includes 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 My Oracle Support and/or ATG Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- 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

Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

*Refer to the attached [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF) document for specific Oracle Linux program releases and the dates in which the above service deliverables are expected to be available.

Sustaining Support for the Oracle Linux programs does not include:

- Hardware certification
- Backport of fixes
- Access to new patches, fixes, and security alerts

Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during the (i) Premier Support period, (ii) Extended Support period for those customers who acquired Extended Support. Customers who do not maintain Java SE Extended Support but acquire Java SE Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Premier Support period
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 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

Because program releases supported by 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.

Priority Service

Priority Service is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
 - 90% of Severity 1 service requests within 1 hour (available 24x7)
 - 90% of Severity 2 service requests within 2.5 local business hours
 - 90% of Severity 3 service requests within the next local business day
 - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- An Oracle Service Delivery Manager (“SDM”) who will serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 service requests (collectively, “critical service requests”) and who will communicate with you in a local language. The role of the SDM is to provide assistance in managing critical service requests as follows:
 - Defining your service request priorities,
 - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
 - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
 - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
 - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
 - Organizing communication between team members as necessary, and
 - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle’s Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions delivered in English featuring Oracle product technology experts

At Oracle's discretion, Oracle may temporarily substitute or permanently replace the SDM assigned to you; however, Oracle will use reasonable efforts to minimize any such substitution or

removal of your SDM. Oracle will not assign an SDM who does not speak your local language without your prior consent.

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

Priority Service Desk

Priority Service Desk is available for program releases receiving Premier, Extended, or Sustaining Support. Priority Service Desk consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
 - 90% of Severity 1 service requests within 1 hour (available 24x7)
 - 90% of Severity 2 service requests within 2.5 local business hours
 - 90% of Severity 3 service requests within the next local business day
 - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Access to English speaking Oracle Service Delivery Managers (“SDM”) who are available to assist with Severity 1 and mutually agreed upon Severity 2 service requests (collectively, “critical service requests”). The role of the SDM team is to provide assistance in managing critical service requests as follows:
 - Defining your service request priorities,
 - Coordinating a virtual team of Oracle Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
 - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
 - At your request, helping to execute specific tasks on a critical service request managed by Oracle Support,
 - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
 - Organizing communication between team members as necessary, and
 - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle’s Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- Environment Configuration Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service Desk customers
- Access to monthly web conference sessions delivered in English featuring Oracle product technology experts

In order to acquire Priority Service Desk for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service Desk for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service Desk is not subject to the Reinstatement policies stated above. Priority Service Desk is not available for all programs. Please contact your Support Sales Representative for service availability.

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. Incident Server Support for a program may only be acquired with the initial program license purchase and, if acquired, may be renewed for subsequent support periods. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters, Advanced Compression
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition Internet Application Server Standard Edition, Internet Application Server Standard Edition One

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to My Oracle Support expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Oracle Java Development Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools support does not include upgrades to new program releases.

Oracle Solaris Development Tools Support

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches.

Java SE Support

Java SE Support is available for Java SE program releases. Java SE Support consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program.

OpenOffice.org Premier Support

Effective April 15, 2011, OpenOffice.org Premier Support may not be ordered. If you are currently under contract for OpenOffice.org Premier Support then you will continue to receive such support through the end of your current support period only. OpenOffice.org Premier Support may not be renewed.

OpenOffice.org Premier Support is available for the OpenOffice.org programs. OpenOffice.org Premier Support consists of:

- Program updates and fixes
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Lustre Support

Lustre Support is available for customers who have acquired Lustre 1.6 and 1.8. Lustre Support consists of:

- Access to patches, fixes, security alerts, and updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

Lustre Support does not include:

- Upgrades to other Lustre program releases

Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service

requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (<http://partner.oracle.com/>) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

North American Payroll Tax Updates

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so. North American Payroll Tax Updates will be delivered through My Oracle Support.

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

Oracle Linux Support Services

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

Oracle VM Support Services

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/support/policies.html>.

Exadata Premier Support

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

Sun Software Technical Support Services

Oracle will make available for a limited time certain software technical support offerings that were previously offered by Sun Microsystems. These technical support offerings are governed by the Sun Software Technical Support Policies. Information about these offerings is available at <http://www.sun.com/servicelist/>.

WEB-BASED CUSTOMER SUPPORT SYSTEMS

The following policy for My Oracle Support applies to all Oracle product lines except Phase Forward and ATG programs:

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

The following applies to ATG programs only:

Access to ATG Customer Care Support Portal is governed by the Terms of Use posted on the ATG Customer Care Support Portal web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to ATG Customer Care Support Portal is limited to your designated contacts.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Database Firewall and Database Firewall Management Server programs and OpenOffice.org Premier Support.

TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your hardware and software environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your software 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. Further details about some of the current tools Oracle uses to provide technical support services, and the data collected and how it is used, are described in the Oracle technical support policies, the Global Customer Support Security Practices and My Oracle Support. You may contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an ordering document, or readme that the tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, 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.

Oracle Configuration Manager

Oracle provides Oracle Configuration Manager (OCM) with some of its programs. The OCM is a tool that assists in the collection and transmission of your configuration data to Oracle to enable us to respond more efficiently to your service requests. The OCM tool will connect to Oracle over the internet. You may not receive a separate notice upon connection. You may turn the OCM tool off, however we strongly discourage this as it impedes our ability to provide services to you. More information on the tool is available at <http://www.oracle.com/technetwork/indexes/documentation/index.html>. By using this tool, you consent to the transmission of your configuration information to Oracle.

The configuration data provided to Oracle will be stored in password-protected repositories. In addition to the tools data uses, configuration data will be used to assist in resolving service requests and to provide recommendations regarding configuration of your environment and deployment of programs.

GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle 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 <http://www.oracle.com/support/policies.html>. 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 Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

SEVERITY DEFINITIONS

Service requests for all other supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems, by email, or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

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:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified below for Moniforce webSensor Enterprise and webProbe programs and ATG Standard Support, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

For Moniforce webSensor Enterprise and webProbe programs, reasonable efforts will be made to respond to Severity 1 service requests within one (1) business day during local business hours, excluding holidays; local business hours are Monday through Friday 8:00 A.M. to 6:00 P.M. Central European Time.

For ATG Standard Support, reasonable efforts will be made to respond to Severity 1 service requests within two (2) business days.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, other than Moniforce webSensor Enterprise and webProbe programs and ATG Premium and ATG Standard Support: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

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. 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 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.

CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/us/support/contact-068555.html>.