

Oracle Software Technical Support Policies

Effective Date: 2-August-2013

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 Oracle-authorized distributor.

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, 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 and Nimbula programs, 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 and Nimbula 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. For Oracle Java Embedded Binary programs, a license set consists of all of the distributed units of each unique Java application product licensed pursuant to the Java BLRA agreement between you and Oracle.

*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, 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

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

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

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

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 and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted

below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

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

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 and Operating System Products](#)" (PDF) for specific Sun software and operating system products that are, or will be, covered by the Lifetime Support policy.

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

Notes:

1. 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, if offered, 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.

2. Extended Support:

- (a) For customers with a current support contract for Oracle Database 11gR2, the Extended Support fee has been waived for the period of February 2015 – January 2016. During this

period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.

- (b) Except as otherwise specified in the table below, Extended Support will be made available for customers with a current support contract for Oracle Database 10gR2 for the period of August 2013 – July 2015 at then-current Extended Support fees; Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

Platform	
Fujitsu BS2000	For customers with current support contracts running Oracle Database 10gR2 on Fujitsu BS2000, the Extended Support fee will be waived for four years; the Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS	For customers with current support contracts running Oracle Database 10gR2 on HP OpenVMS on Itanium, the Extended Support fee will be waived for five years; the Extended Support fee will be waived from August 2010 – July 2015. For the period of August 2015 – 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 will not be made available.
IBM Linux on POWER Systems	For customers with current support contracts running Oracle Database 10gR2 IBM Linux on POWER Systems, 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 will not be made available.
IBM z/OS	For customers with current support contracts running Oracle Database 10gR2 on IBM z/OS, 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 the period of August 2012 – July 2013, Extended Support will be available at then-current Extended Support fees. After July 2013, Extended Support will continue to be available at then-current Extended Support fees; Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Linux Itanium and Windows Itanium	For customers with current support contracts running Oracle Database 10gR2 on the following platforms: Linux Itanium 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 – December 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 will not be made available.

- (c) The following applies to the specified program releases running on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Program Release	
Oracle Database 10gR2	For customers with current support contracts running Oracle Database 10gR2 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR1	For customers with current support contracts running Oracle Database 11gR1 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR2	For customers with current support contracts running Oracle Database 11gR2 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2020 at then-current Extended Support fees. For the period of February 2018 – December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 9.2	For customers with current support contracts running WebLogic Server 9.2 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 11gR1 (10.3 x – Terminal Release)	For customers with current support contracts running WebLogic Server 11gR1 (10.3.x - Terminal Release) on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2020 at then-current Extended Support fees. For the period of July 2017 - December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Tuxedo 9.1	For customers with current support contracts running Tuxedo 9.1 on certified OS versions of HP-UX on the Itanium-2 processor based platform, Extended Support will be available through December 2015 at then-current Extended Support fees. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

- (d) The following applies to Oracle e-Business Suite:

The Extended Support fee has been waived for the program releases and periods as noted.

Program Release	Period of Extended Support Fee Waiver
Oracle e-Business Suite 11/10	December 2010 – November 2013
Oracle e-Business Suite 12.0	February 2012 – January 2015
Oracle e-Business Suite 12.1	June 2014 – December 2018

For customers with a current support contract for Oracle e-Business Suite 11.5.10, for the first thirteen (13) months of Sustaining Support, December 2013 – December 2014, Oracle will continue to provide the following: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013 tax year. Payroll regulatory tax updates will be provided for the countries and tax years specified below.

Country	2013 Tax Year	2014 Tax Year
United States and Canada	January 1, 2013 – December 31, 2014	January 1, 2014 – December 31, 2014
United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014

- (e) For customers with a current support contract for PeopleSoft Enterprise 9.0 and/or PeopleSoft Enterprise 9.1, the Extended Support fee will be waived for the entire Extended Support period.
- (f) For customers with a current support contract for the Oracle Identity Manager 9.1.x release, the Extended Support fee will be waived for one year; the Extended Support fee will be waived from January 2013 – December 2013.
- (g) For customers with a current support contract for Oracle Single Sign-On 10gR3, Extended Support will be made available until December 2013 at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
- (h) The following applies to JD Edwards EnterpriseOne or JD Edwards World:
- i. For customers with a current support contract for JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases, the Extended Support fee will be waived for the entire three year Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
 - ii. For customers with a current support contract for JD Edwards World A9.1, the Extended Support fee will be waived for years two and three; the Extended Support fee will be waived from May 2013 – April 2015.
 - iii. For customers with a current support contract for JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3 releases, the Extended Support fee will be waived for the entire three year Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
3. For customers with a current support contract for Oracle Network Intelligence 3.x, Oracle will provide Severity 1 fixes for the first twenty four (24) months of Sustaining Support; Severity 1 fixes will be provided from October 31, 2011 – November 1, 2013.

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 expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

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; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices Section below.

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

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 have licensed to an 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 (availability may vary by country and/or program)
- 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 (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- 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 Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

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 for a period of six (6) months from the date the next release of the Oracle Linux program becomes generally available; 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 six (6) 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.

Limited Software Update License & Support is available for the Phase Forward programs. The limited Software Update License & Support consists 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

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 (availability may vary by country and/or program)
- 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 (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, Java SE and Nimbula 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 (availability may vary by country and/or program)
- 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 (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

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

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

Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

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:

- Support Delivery Management. An Oracle Technical Account Manager ("TAM") will be assigned to you for the duration of the term. The TAM will serve as your primary contact for the administration of the services and will communicate with you in a local language (except as noted below).
 - Your TAM shall provide the following support services:
 - Prepare and maintain quarterly service delivery progress reports;
 - Document the contact details for key Oracle contacts, your technical contacts for Oracle Premier Support, and management escalation team ("Customer Contacts") and Oracle's escalation procedures ("Joint Contacts and Escalation Guide");
 - Document the technical specifications of your OPE ("Environment and Configuration Guide"); and
 - Provide access to a customer-specific web portal.
 - Your TAM will also assist with the following:
 - Conduct an orientation for your Customer Contacts;
 - Conduct quarterly service reviews;
 - Maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.
 - Review all Oracle Support Services activity, including service request ("SR") activity in connection with individual SRs logged by you or your Customer Contacts. The review may consist of status reports, next steps, if any, and review of your SR priorities;
 - Serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 SR (collectively, "Critical SRs"). The TAM will provide assistance in managing Critical SRs as follows:
 - SR management, prioritization and escalation;
 - Communicate the status of your SRs to your Customer Contact(s) as requested;
 - Facilitate communications between Oracle and your Customer Contacts;
 - Facilitate your access to Oracle-sponsored events, as made available to Priority Service customers; and
 - Facilitate your access to monthly web conference sessions delivered in English featuring Oracle products.
- SR Prioritization.
 - Oracle will prioritize your SRs above SRs of the same severity level submitted by other Premier Support customers. Reasonable efforts will be made to respond to your SRs per the following guidelines ("Service Request Response Guidelines"):
 - 90% of Severity 1 SRs within one (1) hour (available 24x7);
 - 90% of Severity 2 SRs within two and one half (2.5) local business hours;
 - 90% of Severity 3 SRs within the next local business day; and
 - 90% of Severity 4 SRs within the next local business day.
 - Oracle will initiate internal escalations for Severity 1 and Severity 2 SRs according to the Service Request Response Guidelines; and
 - Oracle will prioritize the repair of product defects encountered during the resolution of service requests.

If you purchase Priority Service, you must maintain a current Software Update License & Support contract for all licenses in a license set for which Priority Service has been acquired. 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.

If you purchase Priority Service, you acknowledge that Oracle's ability to provide services depends on your fulfillment of the following obligations:

- You will designate Customer Contacts and identify by name, phone number, e-mail address and other appropriate contact methods, for each of your Customer Contacts. Only your Customer Contacts may communicate with Oracle regarding the delivery of Priority Services
- You are responsible for applying bug fixes, critical patches and configuration recommendations provided through Oracle Support Services within a commercially reasonable period of time.
- You will assist Oracle to maintain the Joint Contacts and Escalation Guide and the Environment and Configuration Guide.

If you renew Priority Service, your renewal fee for such services will be based on the Priority Service pricing policies in effect at the time of renewal. Contractual caps on annual technical support fees, including contractual caps for Software Update License & Support, do not apply to Priority Service, unless expressly stated otherwise in your contract.

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.

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
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

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.

Oracle Application Development Framework Essentials Support

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases. Oracle Application Development Framework Essentials 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 Application Development Framework Essentials Support does not include upgrades to new program releases.

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.

NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases. NoSQL Database Community Edition 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

NoSQL Database Community Edition Support does not include upgrades to new 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 the following Peoplesoft HRMS Payroll for North America program releases: 8.8 Service Pack 1 and 8.9. Customers who acquire North American Payroll Tax Updates will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

In order to acquire North American Payroll Tax Updates, your licensed Peoplesoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American Payroll Tax Updates will be delivered through My Oracle Support.

North American Payroll Tax Updates may be acquired for the applicable Peoplesoft HRMS Payroll for North America program releases as follows: (i) up to two (2) years from the availability of Sustaining Support for program release 8.9 and (ii) three (3) years from the availability of Sustaining Support for program release 8.8 Service Pack 1. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. Please contact your Support Sales Representative for service availability.

Global Payroll Legislative Tax Updates

Global Payroll Legislative Updates is available for PeopleSoft HRMS Global Payroll program release 8.9. Customers who acquire Global Payroll Legislative Updates will receive one (1) calendar year of legislative updates for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Updates is only available in the following countries: Australia, New Zealand, Spain, France, Mexico, United Kingdom and India.

In order to acquire Global Payroll Legislative Tax Updates, your licensed PeopleSoft HRMS Global Payroll program must be currently supported with Software Update License & Support. Global Payroll Legislative Tax Updates will be delivered through My Oracle Support.

Global Payroll Legislative Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Tax Updates are not subject to the Reinstatement policies stated above. 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>.

WEB-BASED CUSTOMER SUPPORT SYSTEMS

My Oracle 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.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward and Nimbula programs.

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.

TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools 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 computer 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 computer environment.

By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you. Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your 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 a tool is provided under separate license terms ("Separate Terms") then

the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

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 Global Customer Support 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).

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

SEVERITY DEFINITIONS

Service requests for supported Oracle programs 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 severity definitions specified below.

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

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. 24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, except if otherwise specified below: 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 phone, 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 located [here](#).