



Contract Number: GS-35F-0209R
Period Covered by Contract: December 10, 2004 through December 9, 2019
Current through GSA Mod P0-308 as of 10/11/16

AUTHORIZED INFORMATION TECHNOLOGY SCHEDULE PRICELIST
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT, SOFTWARE AND SERVICES

SIN 132-12 - MAINTENANCE OF EQUIPMENT (FPDS Code J070 – Maintenance)
- Maintenance

SIN 132-33 - PERPETUAL SOFTWARE LICENSES and SIN 132-32 – TERM SOFTWARE LICENSES
FSC CLASS 7030 - INFORMATION TECHNOLOGY SOFTWARE
Large Scale Computers: Application, Utility and Communications Software

NOTE: Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interfaces may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

SIN 132-34 - MAINTENANCE OF SOFTWARE

SIN 132-51 - INFORMATION TECHNOLOGY (IT) PROFESSIONAL SERVICES

FPDS Code D301	IT Facility Operation and Maintenance
FPDS Code D302	IT Systems Development Services
FPDS Code D306	IT Systems Analysis Services
FPDS Code D307	Automated Information Systems Design and Integration Services
FPDS Code D308	Programming Services
FPDS Code D310	IT Backup and Security Services
FPDS Code D311	IT Data Conversion Services
FPDS Code D316	IT Network Management Services
FPDS Code D399	Other Information Technology Services, Not Elsewhere Classified

Note 1: All non-professional labor categories must be incidental to and used solely to support hardware, software and/or professional services, and cannot be purchased separately.

Note 2: Offerors and Agencies are advised that the Group 70 – Information Technology Schedule is not to be used as a means to procure services which properly fall under the Brooks Act. These services include, but are not limited to, architectural, engineering, mapping, cartographic production, remote sensing, geographic information systems, and related services. FAR 36.6 distinguishes between mapping services of an A/E nature and mapping services which are not connected nor incidental to the traditionally accepted A/E Services.

Note 3: This solicitation is not intended to solicit for the reselling of IT Professional Services, except for the provision of implementation, maintenance, integration, or training services in direct support of a product. Under such circumstances the services must be performance by the publisher or manufacturer or one of their authorized agents.

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General Services Administration
Federal Supply Service

Products and ordering information in this Authorized FSS Information Technology Schedule Pricelist are available on the GSA Advantage! System (<http://www.gsadvantage.gov>).

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INFORMATION FOR ORDERING ACTIVITIES APPLICABLE TO ALL SPECIAL ITEM NUMBERS

SPECIAL NOTICE TO AGENCIES: Small Business Participation

SBA strongly supports the participation of small business concerns in the Federal Acquisition Service. To enhance Small Business Participation SBA policy allows agencies to include in their procurement base and goals, the dollar value of orders expected to be placed against the Federal Supply Schedules, and to report accomplishments against these goals.

For orders exceeding the micro purchase threshold, FAR 8.404 requires agencies to consider the catalogs/pricelists of at least three schedule contractors or consider reasonably available information by using the GSA Advantage!TM on-line shopping service (www.gsadvantage.gov). The catalogs/pricelists, GSA Advantage!TM and the Federal Acquisition Service Home Page (www.fss.gsa.gov) contains information on a broad array of products and services offered by small business concerns.

This information should be used as a tool to assist ordering activities in meeting or exceeding established small business goals. It should also be used as a tool to assist in including small, small disadvantaged, and women-owned small businesses among those considered when selecting pricelists for a best value determination.

For orders exceeding the micro purchase threshold, customers are to give preference to small business concerns when two or more items at the same delivered price will satisfy their requirement.

1. GEOGRAPHIC SCOPE OF CONTRACT:

Domestic delivery is delivery within the 48 contiguous states, Alaska, Hawaii, Puerto Rico, Washington, DC, and U.S. Territories. Domestic delivery also includes a port or consolidation point, within the aforementioned areas, for orders received from overseas activities.

Overseas delivery is delivery to points outside of the 48 contiguous states, Washington, DC, Alaska, Hawaii, Puerto Rico, and U.S. Territories.

Offerors are requested to check one of the following boxes:

- The Geographic Scope of Contract will be domestic and overseas delivery.
- The Geographic Scope of Contract will be overseas delivery only.
- The Geographic Scope of Contract will be domestic delivery only.

2. CONTRACTOR'S ORDERING ADDRESS AND PAYMENT INFORMATION:

*Dynamic Systems, Inc.
124 Maryland Street
El Segundo, CA 90245*

Contractors are required to accept credit cards for payments equal to or less than the micro-purchase threshold for oral or written delivery orders. Credit cards will be acceptable for payment above the micro-purchase threshold. In addition, bank account information for wire transfer payments will be shown on the invoice.

The following telephone number(s) can be used by ordering activities to obtain technical and/or ordering assistance:
(877)DSI-4-GOV

3. LIABILITY FOR INJURY OR DAMAGE

The Contractor shall not be liable for any injury to ordering activity personnel or damage to ordering activity property arising from the use of equipment maintained by the Contractor, unless such injury or damage is due to the fault or negligence of the Contractor.

4. STATISTICAL DATA FOR GOVERNMENT ORDERING OFFICE COMPLETION OF STANDARD FORM 279:

Block 9: G. Order/Modification Under Federal Schedule
 Block 16: Data Universal Numbering System (DUNS) Number: 82-506-2813
 Block 30: Type of Contractor - A. Small Disadvantaged Business
 Block 31: Woman-Owned Small Business - Yes
 Block 36: Contractor's Taxpayer Identification Number (TIN): 95-4528829

4a. CAGE Code: OZ428

4b. Contractor has registered with the Central Contractor Registration Database.

5. FOB DESTINATION**6. DELIVERY SCHEDULE**

a. **TIME OF DELIVERY:** The Contractor shall deliver to destination within the number of calendar days after receipt of order (ARO), as set forth below:

SPECIAL ITEM NUMBER	DELIVERY TIME (Days ARO)
132-12	As Negotiated
132-32	As Negotiated
132-33	As Negotiated
132-34	As Negotiated
132-51	As Negotiated

Note: Overnight and 2 day delivery is available on all items upon request. The price of such service will be the rate charged to Dynamic Systems, Inc. by the delivery/courier service at the time of order placement.

b. **URGENT REQUIREMENTS:** When the Federal Supply Schedule contract delivery period does not meet the bona fide urgent delivery requirements of an ordering activity, ordering activities are encouraged, if time permits, to contact the Contractor for the purpose of obtaining accelerated delivery. The Contractor shall reply to the inquiry within 3 workdays after receipt. (Telephonic replies shall be confirmed by the Contractor in writing.) If the Contractor offers an accelerated delivery time acceptable to the ordering activity, any order(s) placed pursuant to the agreed upon accelerated delivery time frame shall be delivered within this shorter delivery time and in accordance with all other terms and conditions of the contract.

7. DISCOUNTS: Prices shown are NET Prices; Basic Discounts have been deducted.

- a. Prompt Payment: 0% - 30 days from receipt of invoice or date of acceptance, whichever is later.
- b. Government Educational Institutions receive special pricing. Contact Dynamic Systems.

8. TRADE AGREEMENTS ACT OF 1979, as amended:

All items are U.S. made end products, designated country end products, Caribbean Basin country end products, Canadian end products, or Mexican end products as defined in the Trade Agreements Act of 1979, as amended.

9. STATEMENT CONCERNING AVAILABILITY OF EXPORT PACKING: Available**10. Small Requirements:** The minimum dollar value of orders to be issued is \$100.00.**11. MAXIMUM ORDER (All dollar amounts are exclusive of any discount for prompt payment.)**

a. The Maximum Order value for the following Special Item Numbers (SINs) is \$500,000:

Special Item Number 132-12 – Maintenance of Equipment
 Special Item Number 132-32 – Term Software Licenses
 Special Item Number 132-33 - Perpetual Software Licenses
 Special Item Number 132-34 – Software Maintenance
 Special Item Number 132-51 - Information Technology (IT) Professional Services

12. ORDERING PROCEDURES FOR FEDERAL SUPPLY SCHEDULE CONTRACTS

Ordering activities shall use the ordering procedures of Federal Acquisition Regulation (FAR) 8.405 when placing an order or establishing a BPA for supplies or services. These procedures apply to all schedules.

- a. FAR 8.405-1 Ordering procedures for supplies, and services not requiring a statement of work.
- b. FAR 8.405-2 Ordering procedures for services requiring a statement of work.

13. FEDERAL INFORMATION TECHNOLOGY/TELECOMMUNICATION STANDARDS

REQUIREMENTS: ordering activities acquiring products from this Schedule must comply with the provisions of the Federal Standards Program, as appropriate (reference: NIST Federal Standards Index). Inquiries to determine whether or not specific products listed herein comply with Federal Information Processing Standards (FIPS) or Federal Telecommunication Standards (FED-STDS), which are cited by ordering activities, shall be responded to promptly by the Contractor.

13.1 FEDERAL INFORMATION PROCESSING STANDARDS PUBLICATIONS (FIPS PUBS):

Information Technology products under this Schedule that do not conform to Federal Information Processing Standards (FIPS) should not be acquired unless a waiver has been granted in accordance with the applicable "FIPS Publication." Federal Information Processing Standards Publications (FIPS PUBS) are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Information concerning their availability and applicability should be obtained from the National Technical Information Service (NTIS), 5285 Port Royal Road, Springfield, Virginia 22161. FIPS PUBS include voluntary standards when these are adopted for Federal use. Individual orders for FIPS PUBS should be referred to the NTIS Sales Office, and orders for subscription service should be referred to the NTIS Subscription Officer, both at the above address, or telephone number (703) 487-4650.

13.2 FEDERAL TELECOMMUNICATION STANDARDS (FED-STDS): Telecommunication products under this Schedule that do not conform to Federal Telecommunication Standards (FED-STDS) should not be acquired unless a waiver has been granted in accordance with the applicable "FED-STD." Federal Telecommunication Standards are issued by the U.S. Department of Commerce, National Institute of Standards and Technology (NIST), pursuant to National Security Act. Ordering information and information concerning the availability of FED-STDS should be obtained from the GSA, Federal Acquisition Service, Specification Section, 470 East L'Enfant Plaza, Suite 8100, SW, Washington, DC 20407, telephone number (202)619-8925. Please include a self-addressed mailing label when requesting information by mail. Information concerning their applicability can be obtained by writing or calling the U.S. Department of Commerce, National Institute of Standards and Technology, Gaithersburg, MD 20899, telephone number (301)975-2833.

14. CONTRACTOR TASKS / SPECIAL REQUIREMENTS (C-FSS-370) (NOV 2003)

- (a) Security Clearances: The Contractor may be required to obtain/possess varying levels of security clearances in the performance of orders issued under this contract. All costs associated with obtaining/possessing such security clearances should be factored into the price offered under the Multiple Award Schedule.
- (b) Travel: The Contractor may be required to travel in performance of orders issued under this contract. Allowable travel and per diem charges are governed by Pub .L. 99-234 and FAR Part 31, and are reimbursable by the ordering agency or can be priced as a fixed price item on orders placed under the Multiple Award Schedule. Travel in performance of a task order will only be reimbursable to the extent authorized by the ordering agency. The Industrial Funding Fee does NOT apply to travel and per diem charges.
- (c) Certifications, Licenses and Accreditations: As a commercial practice, the Contractor may be required to obtain/possess any variety of certifications, licenses and accreditations for specific FSC/service code classifications offered. All costs associated with obtaining/ possessing such certifications, licenses and accreditations should be factored into the price offered under the Multiple Award Schedule program.

- (d) **Insurance:** As a commercial practice, the Contractor may be required to obtain/possess insurance coverage for specific FSC/service code classifications offered. All costs associated with obtaining/possessing such insurance should be factored into the price offered under the Multiple Award Schedule program.
- (e) **Personnel:** The Contractor may be required to provide key personnel, resumes or skill category descriptions in the performance of orders issued under this contract. Ordering activities may require agency approval of additions or replacements to key personnel.
- (f) **Organizational Conflicts of Interest:** Where there may be an organizational conflict of interest as determined by the ordering agency, the Contractor's participation in such order may be restricted in accordance with FAR Part 9.5.
- (g) **Documentation/Standards:** The Contractor may be requested to provide products or services in accordance with rules, regulations, OMB orders, standards and documentation as specified by the agency's order.
- (h) **Data/Deliverable Requirements:** Any required data/deliverables at the ordering level will be as specified or negotiated in the agency's order.
- (i) **Government-Furnished Property:** As specified by the agency's order, the Government may provide property, equipment, materials or resources as necessary.
- (j) **Availability of Funds:** Many Government agencies' operating funds are appropriated for a specific fiscal year. Funds may not be presently available for any orders placed under the contract or any option year. The Government's obligation on orders placed under this contract is contingent upon the availability of appropriated funds from which payment for ordering purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are available to the ordering Contracting Officer.
- (k) **Overtime:** For professional services, the labor rates in the Schedule should not vary by virtue of the Contractor having worked overtime. For services applicable to the Service Contract Act (as identified in the Schedule), the labor rates in the Schedule will vary as governed by labor laws (usually assessed at time and a half of the labor rate).

15. CONTRACT ADMINISTRATION FOR ORDERING ACTIVITIES: Any ordering activity, with respect to any one or more delivery orders placed by it under this contract, may exercise the same rights of termination as might the GSA Contracting Officer under provisions of FAR 52.212-4, paragraphs (l) Termination for the ordering activity's convenience, and (m) Termination for Cause (See 52.212-4)

16. GSA ADVANTAGE!

GSA Advantage! is an on-line, interactive electronic information and ordering system that provides on-line access to vendors' schedule prices with ordering information. GSA Advantage! will allow the user to perform various searches across all contracts including, but not limited to:

- (1) Manufacturer,
- (2) Manufacturer's Part Number; and
- (3) Product categories.

Agencies can browse GSA Advantage! by accessing the Internet World Wide Web utilizing a browser (ex.: NetScape). The Internet address is <http://www.gsaadvantage.gov>

17. PURCHASE OF OPEN MARKET ITEMS

NOTE: Open Market Items are also known as incidental items, noncontract items, non-Schedule items, and items not on a Federal Supply Schedule contract. ODCs (Other Direct Costs) are not part of this contract and should be treated as open market purchases. Ordering Activities procuring open market items must follow FAR 8.402(f).

For administrative convenience, an ordering activity contracting officer may add items not on the Federal Supply Multiple Award Schedule (MAS) -- referred to as open market items -- to a Federal Supply Schedule blanket purchase agreement (BPA) or an individual task or delivery order, **only if-**

- (1) All applicable acquisition regulations pertaining to the purchase of the items not on the Federal Supply Schedule have been followed (e.g., publicizing (Part 5), competition requirements (Part 6), acquisition of commercial items (Part 12), contracting methods (Parts 13, 14, and 15), and small business programs (Part 19));
- (2) The ordering activity contracting officer has determined the price for the items not on the Federal Supply Schedule is fair and reasonable;
- (3) The items are clearly labeled on the order as items not on the Federal Supply Schedule; and
- (4) All clauses applicable to items not on the Federal Supply Schedule are included in the order.

18. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

a. For the purpose of this contract, commitments, warranties and representations include, in addition to those agreed to for the entire schedule contract:

- (1) Time of delivery/installation quotations for individual orders;
- (2) Technical representations and/or warranties of products concerning performance, total system performance and/or configuration, physical, design and/or functional characteristics and capabilities of a product/equipment/ service/software package submitted in response to requirements which result in orders under this schedule contract.
- (3) Any representations and/or warranties concerning the products made in any literature, description, drawings and/or specifications furnished by the Contractor.

b. The above is not intended to encompass items not currently covered by the GSA Schedule contract.

19. OVERSEAS ACTIVITIES

The terms and conditions of this contract shall apply to all orders for installation, maintenance and repair of equipment in areas listed in the pricelist outside the 48 contiguous states and the District of Columbia, except as indicated below:

Installation, maintenance and repair service is available only within the 48 contiguous states, the District of Columbia, Alaska, Hawaii, the Commonwealth of Puerto Rico and all US Government installations and/or agencies abroad.

Upon request of the Contractor, the ordering activity may provide the Contractor with logistics support, as available, in accordance with all applicable ordering activity regulations. Such ordering activity support will be provided on a reimbursable basis, and will only be provided to the Contractor's technical personnel whose services are exclusively required for the fulfillment of the terms and conditions of this contract.

20. BLANKET PURCHASE AGREEMENTS (BPAs)

The use of BPAs under any schedule contract to fill repetitive needs for supplies or services is allowable. BPAs may be established with one or more schedule contractors. The number of BPAs to be established is within the discretion of the ordering activity establishing the BPA and should be based on a strategy that is expected to maximize the effectiveness of the BPA(s). Ordering activities shall follow FAR 8.405-3 when creating and implementing BPA(s).

21. CONTRACTOR TEAM ARRANGEMENTS

Contractors participating in contractor team arrangements must abide by all terms and conditions of their respective contracts. This includes compliance with Clauses 552.238-74, Industrial Funding Fee and Sales Reporting, i.e., each contractor (team member) must report sales and remit the IFF for all products and services provided under its individual contract.

22. INSTALLATION, DEINSTALLATION, REINSTALLATION

The Davis-Bacon Act (40 U.S.C. 276a-276a-7) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works with the United States, shall contain a clause that no laborer or mechanic employed directly upon the site of the work shall received less than the prevailing wage rates as determined by the Secretary of Labor. The requirements of the Davis-Bacon Act do not apply if the construction work is incidental to the furnishing of supplies, equipment, or services. For example, the requirements do not apply to simple installation or alteration of a public building or public work that is incidental to furnishing supplies or equipment under a supply contract. However, if the construction, alteration or repair is segregable and exceeds \$2,000, then the requirements of the Davis-Bacon Act apply.

The ordering activity issuing the task order against this contract will be responsible for proper administration and enforcement of the Federal labor standards covered by the Davis-Bacon Act. The proper Davis-Bacon wage determination will be issued by the ordering activity at the time a request for quotations is made for applicable construction classified installation, deinstallation, and reinstallation services under SIN 132-8.

23. SECTION 508 COMPLIANCE.

If applicable, Section 508 compliance information on the supplies and services in this contract are available in Electronic and Information Technology (EIT) at the following website as well as in the attachments section of this document starting on page 150:

<http://www.oracle.com/us/corporate/accessibility/oracle-accessibility-program-173235.html>

24. PRIME CONTRACTOR ORDERING FROM FEDERAL SUPPLY SCHEDULES.

Prime Contractors (on cost reimbursement contracts) placing orders under Federal Supply Schedules, on behalf of an ordering activity, shall follow the terms of the applicable schedule and authorization and include with each order –

- (a) A copy of the authorization from the ordering activity with whom the contractor has the prime contract (unless a copy was previously furnished to the Federal Supply Schedule contractor); and
- (b) The following statement:

This order is placed under written authorization from _____ dated _____. In the event of any inconsistency between the terms and conditions of this order and those of your Federal Supply Schedule contract, the latter will govern.

25. INSURANCE—WORK ON A GOVERNMENT INSTALLATION (JAN 1997) (FAR 52.228-5)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective—
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

26. SOFTWARE INTEROPERABILITY.

Offerors are encouraged to identify within their software items any component interfaces that support open standard interoperability. An item's interface may be identified as interoperable on the basis of participation in a Government agency-sponsored program or in an independent organization program. Interfaces may be identified by reference to an interface registered in the component registry located at <http://www.core.gov>.

27. ADVANCE PAYMENTS

A payment under this contract to provide a service or deliver an article for the United States Government may not be more than the value of the service already provided or the article already delivered. Advance or pre-payment is not authorized or allowed under this contract. (31 U.S.C. 3324)

**TERMS AND CONDITIONS APPLICABLE TO MAINTENANCE, REPAIR
SERVICE AND REPAIR PARTS/SPARE PARTS FOR GOVERNMENT-OWNED
GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY
EQUIPMENT (AFTER EXPIRATION OF GUARANTEE/WARRANTY
PROVISIONS AND/OR WHEN REQUIRED SERVICE IS NOT COVERED
BY GUARANTEE/WARRANTY PROVISIONS) AND FOR LEASED EQUIPMENT
(SPECIAL ITEM NUMBER 132-12)**

1. SERVICE AREAS

- a. The maintenance and repair service rates listed herein are applicable to any ordering activity location within a 25 mile radius of the Contractor's service points.
- b. When repair services cannot be performed at the ordering activity installation site, the repair services will be performed at a location nearest to the Government site. To locate a site nearest you, please call 1-877-DSI-4-GOV.

2. MAINTENANCE ORDER

- a. Agencies may use written orders, EDI orders, credit card orders, or BPAs, for ordering maintenance under this contract. The Contractor shall confirm orders within fifteen (15) calendar days from the date of receipt, except that confirmation of orders shall be considered automatic for renewals for maintenance (Special Item Number 132-12). Sun/Oracle will require continuous support on all equipment. If you elect to add Premier Support, Sun/Oracle will require that support services be backdated to the shipment date of the equipment or the last date the equipment was on contract. A reinstatement fee will be applied to any lapse in service. In addition, a recertification fee may apply once the warranty expires or if equipment has been off contract for more than 90 days.
- b. The Contractor shall honor orders for maintenance for the duration of the contract period or a lesser period of time, for the equipment shown in the pricelist. Maintenance service shall commence on a mutually agreed upon date, which will be written into the maintenance order. Orders for maintenance service shall not extend beyond the end of the contract period.
- c. Maintenance may be discontinued by the ordering activity on thirty (30) calendar days written notice, or shorter notice when agreed to by the Contractor; such notice to become effective thirty (30) or less calendar days from the date on the notification. However, the ordering activity may extend the original discontinuance date upon written notice to the Contractor, provided that such notice is furnished at least ten (10) calendar days prior to the original discontinuance date. Maintenance may not be discontinued retroactively.
- d. Annual Funding. When annually appropriated funds are cited on a maintenance order, the period of maintenance shall automatically expire on September 30th of the contract period, or at the end of the contract period, whichever occurs first. Renewal of a maintenance order citing the new appropriation shall be required, if maintenance is to continue during any remainder of the contract period.
- e. Cross-year Funding Within Contract Period. Where an ordering activity's specific appropriation authority provides for funds in excess of a 12 month, fiscal year period, and the ordering activity may place an order under this schedule contract for a period up to the expiration of the contract period, notwithstanding the intervening fiscal years.
- f. Ordering activities should notify the Contractor in writing thirty (30) calendar days prior to the expiration of maintenance service, if maintenance is to be terminated at that time. Orders for continued maintenance will be required if maintenance is to be continued during the subsequent period.

3. LOSS OR DAMAGE

When the Contractor removes equipment to his establishment for repairs, the Contractor shall be responsible for any damage or loss, from the time the equipment is removed from the ordering activity installation, until the equipment is returned to such installation.

4. SCOPE

- a. The Contractor shall provide maintenance for all equipment listed herein, as requested by the ordering activity during the contract term. Repair service and repair parts/spare parts shall apply exclusively to the equipment types/models within the scope of this Information Technology Schedule.
- b. Equipment placed under maintenance service shall be in good operating condition.
 - (1) In order to determine that the equipment is in good operating condition, the equipment shall be subject to inspection by the Contractor. Recertification fees may apply and shall be borne by the ordering activity.
 - (2) If the equipment was not under the Contractor's responsibility, the costs necessary to place the equipment in proper operating condition are to be borne by the ordering activity.

5. RESPONSIBILITIES OF THE ORDERING ACTIVITY

- a. Ordering activity personnel shall not perform maintenance or attempt repairs to equipment while such equipment is under the purview of a maintenance order, unless agreed to by the Contractor.
- b. Subject to security regulations, the ordering activity shall permit access to the equipment which is to be maintained or repaired.

6. MAINTENANCE RATE PROVISIONS

- a. Sun/Oracle maintenance prices are calculated by applying the applicable Premier support level discount (see support price percentage table below) to the GSA hardware and/or software price. There are currently (4) four support levels offered which are applicable to SINs 132-8, 132-32, 132-33 and 132-34:
 - Hardware (designated by either part # Q-PREM-SPRT-SYS, PREM-SPRT-SYS, Q-PRI-SVC-SUNRAY, B58121, B58179 or B59262)
 - Operating System Only (designated by either part # Q-PREM-SPRT-OS, PREM-SPRT-OS, B58123 or B58181)
 - Software Only (designated by either part # Q-SULS-SW-SVC, SULS-SW-SVC or B35470)
 - Data Retention (aka Secure Disk) (designated by either part # Q-DATA-RETENTION, DATA-RETENTION, B58122 or B58180).

Sun/Oracle Support Price Percentages	
Q-PREM-SPRT-SYS OR PREM-SPRT-SYS OR B58121 OR B58179 OR B59262	86.80%
Q-PREM-SPRT-OS OR PREM-SPRT-OS OR B58123 OR B58181	91.00%

Sun/Oracle Support Price Percentages	
Q-SULS-SW-SVC OR SULS-SW-SVC OR B35470	77.00%
Q-DATA-RETENTION OR DATA-RETENTION OR B58122 OR B58180	97.80%
Q-PRI-SVC-SUNRAY OR B59262	95.00%

These discounts are applicable to all types of customers and is applied to that customer’s net product price.

GSA PRICING EXAMPLE

FOR Part # Q-PREM-SPRT-SYS AT 86.80% OFF APPLICABLE GSA HARDWARE PRICE					
Part #	Product Category	Manufacturer HW List Price	GSA Discount off List Price	GSA HW Price	Minus 86.8% equals GSA Support Price
XTCTIER0-CPY	F	\$7,495.00	15.00%	\$6,370.75	\$840.94
TV9DKC610I-5	M	\$55,000.00	32.00%	\$37,400.00	\$4,936.80

List Price - Product Category Discount = GSA HW/SW Price

GSA HW/SW Price – Applicable Support Discount = GSA Support Price for that hardware or software

After Point of Sale (APOS) and Get Certified (GC) support is priced to the customer on a cost up model due to price variations for the same hardware part number. APOS and GC support prices are based on Oracle's "average cost calculator" for length of time the system was without support or on third-party support.

For complete accurate maintenance quotes, contact Dynamic Systems directly by calling 1-877-DSI-4-GOV.

- b. When equipment is covered by a maintenance contract, the Contractor shall bear all costs of maintenance, including labor, parts, and such other expenses as are necessary to keep the equipment in good operating condition, provided that the required repairs are not occasioned by fault or negligence of the ordering activity.

c. HOURS

The basic monthly rate for each make and model of equipment shall entitle the ordering activity to maintenance service in accordance with the response times listed below during a mutually agreed upon nine (9) hour principal period of maintenance, Monday through Friday, exclusive of holidays observed at the ordering activity location.

On-Site Response Times for Hardware Support:

Severity 1

Within 2 hours if within 25 miles of a designated metro center
Within 4 hours if within 26-49 miles of a designated metro center
Next business day if greater than 50 miles from a designated metro center

Severity 2

Within 4 hours if within 25 miles of a designated metro center
Within same business day if within 26-49 miles of a designated metro center
Next business day if greater than 50 miles from a designated metro center

Severity 3

Next business day from the close of local business hours or at a later mutually agreed-upon time (e.g., scheduled maintenance window)

d. TIME AND MATERIAL

The Oracle Time and Material offering is only available to customer who have a current support contract and who require time and material-based services that are out-of-scope from their support contract.

e. TRAVEL AND TRANSPORTATION

When equipment is covered by a maintenance contract, the response time may change (see On-Site Response Times for Hardware Support) because of the distance between the ordering activity location and the Contractor's service area.

f. QUANTITY DISCOUNTS

Quantity discounts from listed maintenance service rates for multiple equipment owned and/or leased by an ordering activity may be available. Please call 1-877-DSI-4-GOV for further information.

7. INVOICES AND PAYMENTS

a. Maintenance Service

(1) Invoices for maintenance service shall be submitted by the Contractor on a quarterly or monthly basis, after the completion of such period. Maintenance charges must be paid in arrears (31 U.S.C. 3324). **PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.**

(2) Payment for maintenance service of less than one month's duration shall be prorated at 1/30th of the monthly rate for each calendar day.

SunSpectrum Support Matrix

SunSpectrum PlatinumSM (Mission-Critical) Support, our premier service program, is for enterprises that demand maximum system availability. Designed to support mission-critical client/server solutions, this custom-care program focuses on 24/7 rapid response, year-round technical service planning and failure prevention.

SunSpectrum GoldSM (Business-Critical) Support is for customers who need personalized service to help manage key business systems. It combines proactive service with outstanding responsiveness to technical issues.

SunSpectrum SilverSM (Basic) Support provides basic hardware and software support services for customers wishing to take advantage of Sun's industry-leading expertise. It includes basic telephone and online support, on-site hardware service and access to new software releases.

SunSpectrum BronzeSM (Self-Maintenance) Support is a highly affordable solution for self-sufficient customers who primarily need back-up assistance, parts replacement and software support.

Hardware Only is available solely to the Federal Government. It includes basic hardware telephone and on-site support for the Government customer that does not require software support.

Oracle Support Matrix

Premier Support for Systems – See the attachments section for Oracle Premier Services At A Glance, under column called “Hardware”.

Premier Support for Operating Systems – See the attachments section for Oracle Premier Services At A Glance, under column called “Operating Systems”.

Premier Support for Software – See the attachments section starting for Oracle Premier Services At A Glance, under column called “Software”.

Premier Support for Customer Data & Device Retention - Based on unique customer needs, Sun/Oracle Customer Data and Device Retention Service offers support for retaining nonfunctioning disk drives that contain confidential data and managing compliance with government and various regulatory requirements. On-site (by authorized technician) and remote (by customer) disk drive retention is available.

b. Repair Service and Repair Parts/Spare Parts

Invoices for repair service and parts shall be submitted by the Contractor as soon as possible after completion of work. Payment under blanket purchase agreements will be made quarterly or monthly, except where cash payment procedures are used. Invoices shall be submitted separately to each ordering activity office ordering services under the contract. The cost of repair parts shall be shown as a separate item on the invoice, and shall be priced in accordance with the paragraphs above. PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

TERMS AND CONDITIONS APPLICABLE TO PERPETUAL SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-33) and TERM SOFTWARE LICENSES (SPECIAL ITEM NUMBER 132-32) OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY SOFTWARE

1. INSPECTION/ACCEPTANCE

The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The ordering activity reserves the right to inspect or test any software that has been tendered for acceptance. The ordering activity may require repair or replacement of nonconforming software at no increase in contract price. The ordering activity must exercise its post acceptance rights (1) within a reasonable time after the defect was discovered or should have been discovered; and (2) before any substantial change occurs in the condition of the software, unless the change is due to the defect in the software.

2. GUARANTEE/WARRANTY

a. Unless specified otherwise in this contract, the Contractor's standard commercial guarantee/warranty as stated in the contract's commercial pricelist will apply to this contract.

b. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

c. Limitation of Liability. Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the ordering activity for consequential damages resulting from any defect or deficiencies in accepted items.

d. Refer also to the SUN/ORACLE HARDWARE WARRANTY section under the TERMS AND CONDITIONS APPLICABLE TO PURCHASE OF GENERAL PURPOSE COMMERCIAL INFORMATION TECHNOLOGY EQUIPMENT.

3. TECHNICAL SERVICES

The Contractor, without additional charge to the ordering activity, shall provide a hot line technical support number for Sun/Oracle equipment only at (800) 223-1711 for the purpose of providing user assistance and guidance in the implementation of the software. The technical support number is available seven days per week, 24 hours per day.

4. SOFTWARE MAINTENANCE

a. Software maintenance as it is defined: (select software maintenance type):

 X 1. Software Maintenance as a Product (SIN 132-32 or SIN 132-33)

Software maintenance as a product includes the publishing of bug/defect fixes via patches and updates/upgrades in function and technology to maintain the operability and usability of the software product. It may also include other no charge support that is included in the purchase price of the product in the commercial marketplace. No charge support includes items such as user blogs, discussion forums, on-line help libraries and FAQs (Frequently Asked Questions), hosted chat rooms, and limited telephone, email and/or web-based general technical support for user's self diagnostics.

Software maintenance as a product does NOT include the creation, design, implementation, integration, etc. of a software package. These examples are considered software maintenance as a service.

5. UTILIZATION LIMITATIONS - (SIN 132-32 AND SIN 132-33)

a. Software acquisition is limited to commercial computer software defined in FAR Part 2.101.

b. When acquired by the ordering activity, commercial computer software and related documentation so legend shall be subject to the following:

- (1) Title to and ownership of the software and documentation shall remain with the Contractor, unless otherwise specified.
- (2) Software licenses are by site and by ordering activity. An ordering activity is defined as a cabinet level or independent ordering activity. The software may be used by any subdivision of the ordering activity (service, bureau, division, command, etc.) that has access to the site the software is placed at, even if the subdivision did not participate in the acquisition of the software. Further, the software may be used on a sharing basis where multiple agencies have joint projects that can be satisfied by the use of the software placed at one ordering activity's site. This would allow other agencies access to one ordering activity's database. For ordering activity public domain databases, user agencies and third parties may use the computer program to enter, retrieve, analyze and present data. The user ordering activity will take appropriate action by instruction, agreement, or otherwise, to protect the Contractor's proprietary property with any third parties that are permitted access to the computer programs and documentation in connection with the user ordering activity's permitted use of the computer programs and documentation. For purposes of this section, all such permitted third parties shall be deemed agents of the user ordering activity.
- (3) Except as is provided in paragraph 8.b(2) above, the ordering activity shall not provide or otherwise make available the software or documentation, or any portion thereof, in any form, to any third party without the prior written approval of the Contractor. Third parties do not include prime Contractors, subcontractors and agents of the ordering activity who have the ordering activity's permission to use the licensed software and documentation at the facility, and who have agreed to use the licensed software and documentation only in accordance with these restrictions. This provision does not limit the right of the ordering activity to use software, documentation, or information therein, which the ordering activity may already have or obtains without restrictions.
- (4) The ordering activity shall have the right to use the computer software and documentation with the computer for which it is acquired at any other facility to which that computer may be transferred, or in cases of Disaster Recovery, the ordering activity has the right to transfer the software to another site if the ordering activity site for which it is acquired is deemed to be unsafe for ordering activity personnel; to use the computer software and documentation with a backup computer when the primary computer is inoperative; to copy computer programs for safekeeping (archives) or backup purposes; to transfer a copy of the software to another site for purposes of benchmarking new hardware and/or software; and to modify the software and documentation or combine it with other software, provided that the unmodified portions shall remain subject to these restrictions.
- (5) "Commercial Computer Software" may be marked with the Contractor's standard commercial restricted rights legend, but the schedule contract and schedule pricelist, including this clause, "Utilization Limitations" are the only governing terms and conditions, and shall take precedence and supersede any different or additional terms and conditions included in the standard commercial legend.

6. SOFTWARE CONVERSIONS - (SIN 132-32 AND SIN 132-33)

Full monetary credit will be allowed to the ordering activity when conversion from one version of the software to another is made as the result of a change in operating system, or from one computer system to another. Under a perpetual license (132-33), the purchase price of the new software shall be reduced by the amount that was paid to purchase the earlier version. Under a term license (132-32), conversion credits which accrued while the earlier version was under a term license shall carry forward and remain available as conversion credits which may be applied towards the perpetual license price of the new version.

7. DESCRIPTIONS AND EQUIPMENT COMPATIBILITY

The Contractor shall include, in the schedule pricelist, a complete description of each software product and a list of equipment on which the software can be used. Also, included shall be a brief, introductory explanation of the modules and documentation which are offered.

8. RIGHT-TO-COPY PRICING

The Contractor shall insert the discounted pricing for right-to-copy licenses.

**TERMS AND CONDITIONS APPLICABLE TO INFORMATION TECHNOLOGY (IT)
PROFESSIONAL SERVICES (SPECIAL ITEM NUMBER 132-51)**

1. SCOPE

- a. The prices, terms and conditions stated under Special Item Number 132-51 Information Technology Professional Services apply exclusively to IT Professional Services within the scope of this Information Technology Schedule.
- b. The Contractor shall provide services at the Contractor's facility and/or at the ordering activity location, as agreed to by the Contractor and the ordering activity.

2. PERFORMANCE INCENTIVES I-FSS-60 Performance Incentives (April 2000)

- a. Performance incentives may be agreed upon between the Contractor and the ordering activity on individual fixed price orders or Blanket Purchase Agreements under this contract.
- b. The ordering activity must establish a maximum performance incentive price for these services and/or total solutions on individual orders or Blanket Purchase Agreements.
- c. Incentives should be designed to relate results achieved by the contractor to specified targets. To the maximum extent practicable, ordering activities shall consider establishing incentives where performance is critical to the ordering activity's mission and incentives are likely to motivate the contractor. Incentives shall be based on objectively measurable tasks.

3. ORDER

- a. Agencies may use written orders, EDI orders, blanket purchase agreements, individual purchase orders, or task orders for ordering services under this contract. Blanket Purchase Agreements shall not extend beyond the end of the contract period; all services and delivery shall be made and the contract terms and conditions shall continue in effect until the completion of the order. Orders for tasks which extend beyond the fiscal year for which funds are available shall include FAR 52.232-19 (Deviation – May 2003) Availability of Funds for the Next Fiscal Year. The purchase order shall specify the availability of funds and the period for which funds are available.
- b. All task orders are subject to the terms and conditions of the contract. In the event of conflict between a task order and the contract, the contract will take precedence.

4. PERFORMANCE OF SERVICES

- a. The Contractor shall commence performance of services on the date agreed to by the Contractor and the ordering activity.
- b. The Contractor agrees to render services only during normal working hours, unless otherwise agreed to by the Contractor and the ordering activity.
- c. The ordering activity should include the criteria for satisfactory completion for each task in the Statement of Work or Delivery Order. Services shall be completed in a good and workmanlike manner.
- d. Any Contractor travel required in the performance of IT Services must comply with the Federal Travel Regulation or Joint Travel Regulations, as applicable, in effect on the date(s) the travel is performed. Established Federal Government per diem rates will apply to all Contractor travel. Contractors cannot use GSA city pair contracts.

5. STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor,

and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either-

- (1) Cancel the stop-work order; or
- (2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if-

- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work; provided that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

6. INSPECTION OF SERVICES

The Inspection of Services–Fixed Price (AUG 1996) (Deviation 1 – May 2003) clause at FAR 52.246-4 applies to firm-fixed price orders placed under this contract. The Inspection–Time-and-Materials and Labor-Hour (May 2001) (Deviation 1 – May 2003) clause at FAR 52.246-6 applies to time-and-materials and labor-hour orders placed under this contract.

7. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall comply with all laws, ordinances, and regulations (Federal, State, City, or otherwise) covering work of this character. If the end product of a task order is software, then FAR 52.227-14 (Deviation – Dec 2007) Rights in Data – General, may apply.

8. RESPONSIBILITIES OF THE ORDERING ACTIVITY

Subject to security regulations, the ordering activity shall permit Contractor access to all facilities necessary to perform the requisite IT Professional Services.

9. INDEPENDENT CONTRACTOR

All IT Professional Services performed by the Contractor under the terms of this contract shall be as an independent Contractor, and not as an agent or employee of the ordering activity.

10. ORGANIZATIONAL CONFLICTS OF INTEREST

a. Definitions.

“Contractor” means the person, firm, unincorporated association, joint venture, partnership, or corporation that is a party to this contract.

“Contractor and its affiliates” and “Contractor or its affiliates” refers to the Contractor, its chief executives, directors, officers, subsidiaries, affiliates, subcontractors at any tier, and consultants and any joint venture involving the Contractor, any entity into or with which the Contractor subsequently merges or affiliates, or any other successor or assignee of the Contractor.

An “Organizational conflict of interest” exists when the nature of the work to be performed under a proposed ordering activity contract, without some restriction on ordering activities by the Contractor and its affiliates, may either (i) result in an unfair competitive advantage to the Contractor or its affiliates or (ii) impair the Contractor’s or its affiliates’ objectivity in performing contract work.

b. To avoid an organizational or financial conflict of interest and to avoid prejudicing the best interests of the ordering activity, ordering activities may place restrictions on the Contractors, its affiliates, chief executives, directors, subsidiaries and subcontractors at any tier when placing orders against schedule contracts. Such restrictions shall be consistent with FAR 9.505 and shall be designed to avoid, neutralize, or mitigate organizational conflicts of interest that might otherwise exist in situations related to individual orders placed against the schedule contract. Examples of situations, which may require restrictions, are provided at FAR 9.508.

11. INVOICES

The Contractor, upon completion of the work ordered, shall submit invoices for IT Professional services. Progress payments may be authorized by the ordering activity on individual orders if appropriate. Progress payments shall be based upon completion of defined milestones or interim products. Invoices shall be submitted monthly for recurring services performed during the preceding month.

12. PAYMENTS

For firm-fixed price orders the ordering activity shall pay the Contractor, upon submission of proper invoices or vouchers, the prices stipulated in this contract for service rendered and accepted. Progress payments shall be made only when authorized by the order. For time-and-materials orders, the Payments under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to time-and-materials orders placed under this contract. For labor-hour orders, the Payment under Time-and-Materials and Labor-Hour Contracts at FAR 52.212-4 (OCT 2008) (ALTERNATE I – OCT 2008) (DEVIATION I – FEB 2007) applies to labor-hour orders placed under this contract. 52.216-31(Feb 2007) Time-and-Materials/Labor-Hour Proposal Requirements—Commercial Item Acquisition As prescribed in 16.601(e)(3), insert the following provision:

(a) The Government contemplates award of a Time-and-Materials or Labor-Hour type of contract resulting from this solicitation.

(b) The offeror must specify fixed hourly rates in its offer that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate for each labor category applies to labor performed by—

- (1) The offeror;
- (2) Subcontractors; and/or
- (3) Divisions, subsidiaries, or affiliates of the offeror under a common control.

13. RESUMES

Resumes shall be provided to the GSA Contracting Officer or the user ordering activity upon request.

14. INCIDENTAL SUPPORT COSTS

Incidental support costs are available outside the scope of this contract. The costs will be negotiated separately with the ordering activity in accordance with the guidelines set forth in the FAR.

15. APPROVAL OF SUBCONTRACTS

The ordering activity may require that the Contractor receive, from the ordering activity's Contracting Officer, written consent before placing any subcontract for furnishing any of the work called for in a task order.

16. IT PROFESSIONAL SERVICES DESCRIPTION, PART NUMBERS AND PRICING**DYNAMIC SYSTEMS' PS LABOR CATEGORY DESCRIPTIONS****Technical Resource Level 6****PART NUMBER: PS_TECH_RESOURCE_6**

Primary responsibilities may include but are not limited to TRL 5 plus:

- Perform senior level leadership and oversight of large, complex, and sensitive program efforts
- Provide oversight of technical documentation and deliveries
- Perform complex technical duties involving relevant technical disciplines
- Define testing requirements
- Provide deep technical knowledge in required areas
- Assist customer with determining IT governance and architectural requirements
- Provide consulting support to executive level customer leadership
- Assist with determining customer specific security requirements and derivation
- Lead security related project activities as requested
- Provide oversight or input to security and technical documentation as required
- Apply all aspects of Project Planning, Project Management, Time Management, Risk Management, Quality Management, Resource Management, Cost Management, and Customer Expectation Management required to deliver a quality product
- Generate and evaluate performance metrics and program progress/results
- Primary customer interface for technical and programmatic matters
- Participate in solution design and lead the implementation aspects of project delivery to ensure a high quality integrated product is delivered within cost and schedule

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and ten (10) years' experience. Minimum of 10 years of experience in system integration or security and/or 7 years of experience in project administration with experience delivering enterprise level solutions.

Technical Resource Level 5**PART NUMBER: PS_TECH_RESOURCE_5**

Primary responsibilities may include but are not limited to TRL 4 plus:

- Provide systems design in support of project architecture development
- Provide in depth knowledge of customer infrastructure
- Provide systems infrastructure design and integration
- Lead engineering analyses and trade studies
- Provide in depth knowledge of customer security requirements

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and seven (7) years' experience. Minimum of 7 years of experience in system integration and/or 5 years of experience in security or project administration

Technical Resource Level 4**PART NUMBER: PS_TECH_RESOURCE_4**

Primary responsibilities may include but are not limited to TRL 3 plus:

- Provide subject matter expertise in support of project goals
- Engineering analyses and trade studies for hardware, operating systems, and applications
- Project requirements derivation
- Provide system level design
- Assist in project plan development
- Provide system level security planning
- Assist with the day to day management of project resources, schedule, budget, and risk
- Ongoing contract monitoring, management and maintenance
- Management of project deliverables schedule and quality

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and five (5) years' experience. Minimum of 5 years of experience in system integration and/or 3 years of experience in security or project administration.

Technical Resource Level 3**PART NUMBER: PS_TECH_RESOURCE_3**

Primary responsibilities may include but are not limited to TRL 2 plus:

- Document systems security posture as required to verify security requirements
- Support customer security testing
- Provides input to security and technical documentation as required
- Configuration and Data Management
- Documentation quality assurance and version control

Minimum Education and Experience: Bachelor's Degree or may be substituted for a High School degree and three (3) years' experience. Minimum of 3 years of experience in system integration and/or 2 years of experience in security or project administration.

Technical Resource Level 2

PART NUMBER: PS_Tech_Resource_2

Primary responsibilities may include but are not limited to TRL 1 plus:

- Hardware installation/integration
- OS installation/integration
- Application installation/integration
- Configure and test system networks
- Install and test application software
- Systems test
- Systems delivery
- Test project systems to validate security requirements

Minimum Education and Experience: AA, Bachelor's (or equivalent) Degree, or may be substituted for a High School degree and two (2) years' experience. Minimum of 2 years of experience in system integration and/or 1 years of experience in security or project administration.

Technical Resource Level 1

PART NUMBER: PS_Tech_Resource_1

Primary Responsibilities may include but are not limited to:

- Install and test systems hardware
- Install and test operating systems
- Assistance with the administration and tracking of the project schedule and calendar
- Provide project deliverables such as meeting minutes, action items, and regular reports
- Assist with editing, delivery and configuration management of project documentation
- Provide general administrative services to the Director and PS leadership team
- Facilitate and organize project related meetings and conference calls

Minimum Education and Experience: AA, Bachelor's (or equivalent) Degree, or may be substituted for a High School degree and one (1) years' experience.

DYNAMIC SYSTEMS' PS HOURLY RATES / PRICING**DYNAMIC SYSTEMS, INC.
PS HOURLY RATES**

Labor Category	Current GSA Rate 12/10/11 to Present
Technical Resource Level 1	\$72.70
Technical Resource Level 2	\$139.64
Technical Resource Level 3	\$174.53
Technical Resource Level 4	\$196.35
Technical Resource Level 5	\$257.33
Technical Resource Level 6	\$328.81

USA COMMITMENT TO PROMOTE SMALL BUSINESS PARTICIPATION PROCUREMENT PROGRAMS

PREAMBLE

Dynamic Systems, Inc. provides commercial products and services to ordering activities. We are committed to promoting participation of small, small disadvantaged and women-owned small businesses in our contracts. We pledge to provide opportunities to the small business community through reselling opportunities, mentor-protégé programs, joint ventures, teaming arrangements, and subcontracting.

COMMITMENT

To actively seek and partner with small businesses.

To identify, qualify, mentor and develop small, small disadvantaged and women-owned small businesses by purchasing from these businesses whenever practical.

To develop and promote company policy initiatives that demonstrates our support for awarding contracts and subcontracts to small business concerns.

To undertake significant efforts to determine the potential of small, small disadvantaged and women-owned small business to supply products and services to our company.

To insure procurement opportunities are designed to permit the maximum possible participation of small, small disadvantaged, and women-owned small businesses.

To attend business opportunity workshops, minority business enterprise seminars, trade fairs, procurement conferences, etc., to identify and increase small businesses with whom to partner.

To publicize in our marketing publications our interest in meeting small businesses that may be interested in subcontracting opportunities.

We signify our commitment to work in partnership with small, small disadvantaged and women-owned small businesses to promote and increase their participation in ordering activity contracts. To accelerate potential opportunities please contact **Erin Ballew, Director, Business Development, at 310/337-4400 x203.**

BASIC GUIDELINES FOR USING “CONTRACTOR TEAM ARRANGEMENTS”

Federal Supply Schedule Contractors may use “Contractor Team Arrangements” (see FAR 9.6) to provide solutions when responding to an ordering activity requirements.

These Team Arrangements can be included under a Blanket Purchase Agreement (BPA). BPAs are permitted under all Federal Supply Schedule contracts.

Orders under a Team Arrangement are subject to terms and conditions of the Federal Supply Schedule Contract. Participation in a Team Arrangement is limited to Federal Supply Schedule Contractors.

Customers should refer to FAR 9.6 for specific details on Team Arrangements.

Here is a general outline on how it works:

- The customer identifies their requirements.
- Federal Supply Schedule Contractors may individually meet the customer's needs, or -
- Federal Supply Schedule Contractors may individually submit a Schedules “Team Solution” to meet the customer's requirement.
- Customers make a best value selection.

ORACLE SUPPORT INFORMATION

ORACLE PREMIER SERVICES AT-A-GLANCE

Oracle Premier Services At A Glance

SYSTEMS	OPERATING SYSTEMS	SOFTWARE
<p>Fully-integrated support for your server hardware, OS, and virtualization software. Mission-critical storage system support.</p> <p>24/7 Technical Support Access to Oracle experts Remote diagnostic tools Lifetime Support for OS and virtualization software</p> <p>24/7 Online Resources Oracle knowledgebase Product documentation Oracle support communities Best practices</p> <p>24/7 Hardware Service Coverage Two-hour Onsite Hardware Response (You must be within an Oracle two-hour service coverage area to receive two-hour response as a standard service) Oracle Auto Service Request for Sun Systems Experienced field engineers OEM replacement parts Field Change Orders (FCOs)</p> <p>Oracle Sun System Analysis</p> <p>Proactive Support Tools Support alerts Software update tools Security resources Oracle Services Tools Bundle for Sun Systems Embedded diagnostic tools</p> <p>Operating System, Integrated Software (for example, Firmware) for Oracle Solaris for Oracle Enterprise Linux for Oracle VM for your Oracle hardware</p> <p>Alignment with Oracle Software Support Services Database Middleware Applications</p> <p>System Lifecycle Policy Receive support for your Sun hardware systems for 5 years from last shipment date</p> <p>More Information: http://www.oracle.com/us/support/systems/premier/index.html</p>	<p>Leverage single-price coverage for Oracle's operating systems and virtualization software to get the most out of your Oracle products and gain higher business value.</p> <p>Coverage for any or all of the following Oracle Solaris Oracle Enterprise Linux Oracle VM</p> <p>24/7 Technical Support Access to Oracle experts Remote diagnostic tools Lifetime Support</p> <p>24/7 Online Resources Oracle knowledgebase Product documentation Oracle support communities Best practices</p> <p>Proactive Support Tools Support alerts Software update tools Security resources Sun Services Tools Bundle Embedded diagnostic tools</p> <p>Software Updates for Oracle Solaris for Oracle Enterprise Linux for Oracle VM for integrated software (for example, firmware)</p> <p>Alignment with Oracle Software Support Services Database Middleware Applications</p> <p>More Information http://www.oracle.com/us/support/systems/operating-systems/index.html</p>	<p>Oracle Premier Support provides consistent coverage across all Oracle software.</p> <p>Data and Application Availability To maintain critical business functions</p> <p>Optimal Performance To achieve maximum productivity</p> <p>Security To protect your vital business interests</p> <p>Operational Efficiency To reduce costs and increase organizational effectiveness</p> <p>Ongoing Competitiveness To achieve long-term business success</p> <p>More Information http://www.oracle.com/us/support/software/premier/index.html</p>

**Oracle's Premier Support Services are subject to change. Most up-to-date policies may be found at the links above.
 A complete listing of Oracle Technical Support Policies may be found at: <http://www.oracle.com/support/policies.html>**

Revised February 15, 2012

ORACLE DELIVERY METHOD CHART

Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Overview:

This "Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates" document describes how Oracle provides replacement parts and/or integrated software updates under (i) Oracle Premier Support and/or (ii) the Oracle Hardware Warranty. For more information, please refer to the [Oracle Hardware and Systems Support Policies](#) and/or the [Oracle Hardware Warranty](#).

The chart below specifies the product, the Replacement Parts Delivery Method and/or the Integrated Software Updates Delivery Method. Please note the following regarding Replacement Parts Delivery Method and Integrated Software Updates Delivery Method:

• Replacement Parts Delivery Method

- **Customer Replaceable Unit:** If Oracle determines that the replacement of a hardware part is necessary, Oracle will send a replacement part to your location and it is your responsibility to install the replacement part.
- **Field Replaceable Unit:** If the hardware part is classified as a Field Replaceable Unit, then a replacement part will be sent to your location and an Oracle-dispatched engineer will install the replacement part.

Note: Products in the chart below may consist of a combination of Customer Replaceable Units and Field Replacement Units. For such products, the method of delivery for the replacement part will be reflected in the below chart as "Field or Customer Replaceable Unit." Please refer to the "Oracle System Handbook" on My Oracle Support for individual part designations.

• Integrated Software Updates Delivery Method

- **Customer Installable Integrated Software Updates:** It is your responsibility to download and install the integrated software updates.
- **Oracle Installable Integrated Software Updates:** Oracle will download and install the integrated software updates.

Subject to change at Oracle's discretion

Last Updated: September 13, 2016

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Oracle Desktop and Thin Client

Sun Desktop

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Sun Ray 3	Customer Replaceable Unit	X	-
Sun Ray 3i	Customer Replaceable Unit	X	-
Sun Ray 3 Plus	Customer Replaceable Unit	X	-
Sun Ray 3 Series Client	Customer Replaceable Unit	X	-

Oracle Server Systems

Sun Blade Servers

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
SPARC T3-1B Server Module	Field or Customer Replaceable Unit	X	-
SPARC T4-1B Server Module	Field or Customer Replaceable Unit	X	-
Sun Blade Storage Module M2	Field or Customer Replaceable Unit	X	-
Sun Blade X3-2B Server Module	Field or Customer Replaceable Unit	X	-
Sun Blade X6270 M2 Server Module	Field or Customer Replaceable Unit	X	-
Sun Blade X6275 M2 Server Module	Field or Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

Last Updated: September 13, 2016

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Sun Netra Carrier-Grade Servers

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Netra Modular System	Field or Customer Replaceable Unit	X	-
Netra Server X5-2	Field or Customer Replaceable Unit	X	-
Netra Server X3-2	Field or Customer Replaceable Unit	X	-
Netra SPARC T3-1BA Server	Field or Customer Replaceable Unit	X	-
Netra SPARC T3-1 Server	Field or Customer Replaceable Unit	X	-
Netra SPARC T4-1 Server	Field or Customer Replaceable Unit	X	-
Netra SPARC T4-2 Server	Field or Customer Replaceable Unit	X	-
Netra SPARC T5-1B Server Module	Field or Customer Replaceable Unit	X	-
Sun Netra 6000 Modular System	Field or Customer Replaceable Unit	X	-
Sun Netra CP3020 ATCA Blade	Customer Replaceable Unit	X	-
Sun Netra CP3060 ATCA Blade	Customer Replaceable Unit	X	-
Sun Netra CP3220 ATCA Blade	Customer Replaceable Unit	X	-
Sun Netra CP3250 ATCA Blade	Customer Replaceable Unit	X	-
Sun Netra CP3260 ATCA Blade	Customer Replaceable Unit	X	-
Sun Netra CP3270 ATCA Blade	Customer Replaceable Unit	X	-
Sun Netra CT900 ATCA Server	Customer Replaceable Unit	X	-
Sun Netra T5220 Server	Field or Customer Replaceable Unit	X	-
Sun Netra T5440 Server	Field or Customer Replaceable Unit	X	-
Sun Netra X4270 Server	Field or Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Oracle Engineered System

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Oracle Advanced Support Gateway Server	Field Replaceable Unit	X	-
Oracle Big Data Appliance	Field Replaceable Unit	X	-
Oracle Database Appliance	Field or Customer Replaceable Unit	X	-
Oracle Exadata Database Machine	Field Replaceable Unit	X	-
Oracle Exadata Storage Expansion Rack	Field Replaceable Unit	X	-
Oracle Exadata Storage Server	Field Replaceable Unit	X	-
Oracle Exalogic Elastic Cloud	Field Replaceable Unit	X	-
Oracle Exalytics In-Memory Machine	Field Replaceable Unit	X	-
Oracle Network Applications Platform	Field or Customer Replaceable Unit	X	-
SPARC SuperCluster T4-4	Field Replaceable Unit	-	X
Oracle SuperCluster T5-8	Field Replaceable Unit	-	X
Oracle SuperCluster M6-32	Field Replaceable Unit	-	X
Oracle SuperCluster M7	Field Replaceable Unit	-	X
Oracle Virtual Compute Appliance	Field or Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Sun SPARC Enterprise Servers

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Fujitsu M10-1 Server	Field or Customer Replaceable Unit	X	-
Fujitsu M10-4 Server	Field or Customer Replaceable Unit	X	-
Fujitsu M10-4S Server	Field or Customer Replaceable Unit	X	-
SPARC M5-32 server	Field or Customer Replaceable Unit	-	X
SPARC M6-32 server	Field or Customer Replaceable Unit	-	X
SPARC M7 servers	Field or Customer Replaceable Unit	X	-
SPARC T3-1BA Server	Field or Customer Replaceable Unit	X	-
SPARC T3-1B Server	Field or Customer Replaceable Unit	X	-
SPARC T3-1 Server	Field or Customer Replaceable Unit	X	-
SPARC T3-2 Server	Field or Customer Replaceable Unit	X	-
SPARC T3-4 Server	Field or Customer Replaceable Unit	X	-
SPARC T4-1 Server	Field or Customer Replaceable Unit	X	-
SPARC T4-2 Server	Field or Customer Replaceable Unit	X	-
SPARC T4-4 Server	Field or Customer Replaceable Unit	X	-
SPARC T5 Servers	Field or Customer Replaceable Unit	X	-
SPARC T7 Servers	Field or Customer Replaceable Unit	X	-
Sun SPARC Enterprise M3000 Server	Field or Customer Replaceable Unit	X	-
Sun SPARC Enterprise M4000 Server	Field or Customer Replaceable Unit	X	-
Sun SPARC Enterprise M5000 Server	Field or Customer Replaceable Unit	X	-
Sun SPARC Enterprise M8000 Server	Field or Customer Replaceable Unit	-	X

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Sun SPARC Enterprise M9000 Server	Field or Customer Replaceable Unit	-	X
Sun SPARC Enterprise T5440	Field or Customer Replaceable Unit	X	-

Sun x86 Servers

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Sun Fire X2270 M2 Server	Field or Customer Replaceable Unit	X	-
Sun Fire X4170 M2 Server	Field or Customer Replaceable Unit	X	-
Sun Fire X4270 M2 Server	Field or Customer Replaceable Unit	X	-
Sun Fire X4800 Server	Field or Customer Replaceable Unit	X	-
Sun Server X2	Field or Customer Replaceable Unit	X	-
Sun Server X3	Field or Customer Replaceable Unit	X	-
Sun Server X4	Field or Customer Replaceable Unit	X	-
Oracle Server X5	Field or Customer Replaceable Unit	X	-
Oracle Server X6	Field or Customer Replaceable Unit	X	-

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Oracle Storage Systems			
Oracle SAN Pillar Storage			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Pillar Axiom 300 System	Field or Customer Replaceable Unit	X	-
Pillar Axiom 600 Storage System	Field or Customer Replaceable Unit	X	-
Oracle SAN Sun Storage			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Sun Storage 2500-M2 Array	Field or Customer Replaceable Unit	X	-
Sun StorageTek 6180 Array	Field or Customer Replaceable Unit	X	-
Sun StorageTek 6580 Array	Field or Customer Replaceable Unit	X	-
Sun StorageTek 6780 Array	Field or Customer Replaceable Unit	X	-
StorageTek Tape Storage			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
StorageTek SL150 Modular Tape Library	Field or Customer Replaceable Unit	X	-
Sun StorageTek Crypto Key Management Station (SPARC)	Field Replaceable Unit	X	-
Sun StorageTek Crypto Key Management Station (x86)	Field Replaceable Unit	-	X
Sun StorageTek SL24 Tape Autoloader	Field or Customer Replaceable Unit	X	-
Sun StorageTek SL3000 Modular Library System	Field Replaceable Unit	-	X
Sun StorageTek SL48 Tape Library	Field or Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Sun StorageTek SL3000 Modular Library System	Field Replaceable Unit	-	X
Sun StorageTek SL8500 Modular Library System	Field Replaceable Unit	-	X
Sun StorageTek T10000A Tape Drive	Field Replaceable Unit	X	-
Sun StorageTek T10000B Tape Drive	Field Replaceable Unit	X	-
Sun StorageTek T10000C Tape Drive	Field Replaceable Unit	X	-
Sun StorageTek T10000D Tape Drive	Field Replaceable Unit	X	-
Sun StorageTek 9840A Tape Drive	Field Replaceable Unit	-	X
Sun StorageTek 9840B Tape Drive	Field Replaceable Unit	-	X
Sun StorageTek 9840C Tape Drive	Field Replaceable Unit	X	-
Sun StorageTek 9840D Tape Drive	Field Replaceable Unit	X	-
Sun StorageTek Virtual Storage Manager (VSM) System	Field Replaceable Unit	-	X
Sun StorageTek Virtual Tape Library Plus (VTL Plus)	Field or Customer Replaceable Unit	-	X
Sun StorageTek Virtual Tape Library Prime (VTL Prime) System	Field or Customer Replaceable Unit	-	X
Tape Drive LTO FC Drv	Field Replaceable Unit	X	-
Tape Drive LTO SCSI Drv	Field Replaceable Unit	X	-
Sun Modular Data Center			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Sun Storage F5100 Flash Array	Field or Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Oracle Networking			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Brocade Switches	Field or Customer Replaceable Unit	X	-
Brocade DCX-4S Backbone	Field or Customer Replaceable Unit	X	-
Brocade DCX Backbone	Field or Customer Replaceable Unit	X	-
Brocade FC10-6 Port Blade	Field or Customer Replaceable Unit	X	-
Brocade FCoE10-24 Blade	Field or Customer Replaceable Unit	X	-
Brocade FR4-18i Director Blade	Field or Customer Replaceable Unit	X	-
Brocade FX8-24 Extension Blade	Field or Customer Replaceable Unit	X	-
Cisco MDS 9000 18/4-Port Multiservice Module	Field or Customer Replaceable Unit	X	-
Cisco MDS 9000 24-Port 8 Gb Fibre Channel Switching Module	Field or Customer Replaceable Unit	X	-
Cisco MDS 9000 4/44 Port Host-Optimized Fibre Channel Switching Modu	Field or Customer Replaceable Unit	X	-
Cisco MDS 9000 48-Port 8 Gb Fibre Channel Switching Module	Field or Customer Replaceable Unit	X	-
Cisco MDS 9000 4-Port 10 Gb Switching Module	Field or Customer Replaceable Unit	X	-
Cisco MDS 9124 24-Port Multilayer Fabric Switch	Field or Customer Replaceable Unit	X	-
Cisco MDS 9500 Series Supervisor-2 Module	Field or Customer Replaceable Unit	X	-
Cisco MDS 9509 Multilayer Director	Field or Customer Replaceable Unit	X	-
Cisco MDS 9513 Multilayer Director	Field or Customer Replaceable Unit	X	-
Oracle Ethernet Switch ES1	Field or Customer Replaceable Unit	X	-
Oracle Ethernet Switch ES2	Field or Customer Replaceable Unit	X	-
Host Bus Adapter	Field or Customer Replaceable Unit	-	X

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

NAS Storage			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Oracle ZFS Storage Appliance	Field or Customer Replaceable Unit	X	-
Sun ZFS Backup Appliance	Field or Customer Replaceable Unit	X	-
Sun ZFS Storage 7120	Field or Customer Replaceable Unit	X	-
Sun ZFS Storage 7320	Field or Customer Replaceable Unit	X	-
Sun ZFS Storage 7420	Field or Customer Replaceable Unit	X	-
Oracle Storage DE2-24C	Field or Customer Replaceable Unit	X	-
Oracle Storage DE2-24P	Field or Customer Replaceable Unit	X	-
Oracle ZFS Storage Appliance Racked System ZS4	Field or Customer Replaceable Unit	X	-
Oracle ZFS Storage ZS3	Field or Customer Replaceable Unit	X	-
Oracle ZFS Storage ZS4	Field or Customer Replaceable Unit	X	-
Oracle ZFS Storage ZS5	Field or Customer Replaceable Unit	X	-

SAN Storage			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
FS1 Flash Storage System	Field or Customer Replaceable Unit	X	-
Oracle MaxRep Replication Engine	Field or Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Tape Media			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Sun StorageTek 9840 Data Cartridge	Customer Replaceable Unit	n/a	n/a
Sun StorageTek DLTtape IV Media	Customer Replaceable Unit	X	-
Sun StorageTek Linear Tape Open (LTO) Ultrium Data Cartridge	Customer Replaceable Unit	X	-
Sun StorageTek Super DLT Tape Media	Customer Replaceable Unit	X	-
Sun StorageTek T10000 Data Cartridge	Customer Replaceable Unit	X	-
Sun StorageTek VolSafe Secure Media Technology	Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Oracle Virtual Networking			
Xsigo Systems Products			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Oracle Fabric Interconnect	Field or Customer Replaceable Unit	X	-
Oracle Fabric Interconnect Ethernet Modules	Customer Replaceable Unit	X	-
Oracle Fabric Interconnect F1-15	Field or Customer Replaceable Unit	X	-
Oracle Fabric Interconnect F1-4	Field or Customer Replaceable Unit	X	-
Oracle Fabric Interconnect Fibre Channel Modules	Customer Replaceable Unit	X	-
Oracle Communications			
Acme Packet Service Provider Platforms			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Acme Packet 1100	Customer Replaceable Unit	X	-
Acme Packet 3820	Customer Replaceable Unit	X	-
Acme Packet 4500	Customer Replaceable Unit	X	-
Acme Packet 6300	Customer Replaceable Unit	X	-
Acme Packet 6100	Customer Replaceable Unit	X	-
Acme Packet 4600	Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

EAGLE Hardware

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Oracle Communications EAGLE Control Frame	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Extension Frame	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Chassis	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Application B Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Measurement Collection and Polling B Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Service Module 8 GB B Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Asynchronous Transfer Mode B Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Ethernet B Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE E1T1 B Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Translations Services Module Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Maintenance and Administration Subsystem Processor Card with SSD Locking	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Maintenance Disk and Alarm Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Peripheral Service Module Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE HIPR 2 Card A	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Service Module 4 GB Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Ethernet Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE E1T1 Card	Customer Replaceable Unit	X	-
Oracle Communications EAGLE Asynchronous Transfer Mode Card	Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

HP Servers for Tekelec Solutions

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
HP Compute Rack Mount Server	Customer Replaceable Unit	X	-
HP Enclosure	Customer Replaceable Unit	X	-
HP Compute Blade	Customer Replaceable Unit	X	-

Front Porch Digital Hardware

SAMMA

Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
SAMMA Prep	Customer Replaceable Unit	-	X
SAMMA Robot	Field or Customer Replaceable Unit	-	X
SAMMA Clean	Customer Replaceable Unit	-	X
SAMMA Solo	Field or Customer Replaceable Unit	-	X

Subject to change at Oracle's discretion

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Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates

Other			
Options			
Product	Replacement Parts Delivery Method	Customer Installable Integrated Software Updates	Oracle Installable Integrated Software Updates
Sun Monitors	Customer Replaceable Unit	X	-
Sun Rack II	Field or Customer Replaceable Unit	-	X
System Boards	Customer Replaceable Unit	X	-
x-options	Customer Replaceable Unit	X	-

Subject to change at Oracle's discretion

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ORACLE SERVICE LOCATIONS

Oracle Service Locations

Effective Date: 26-July-2016

The Service Locations noted below are subject to change at Oracle's discretion.

COUNTRY	STATE/PROVINCE	SERVICE LOCATION
Andorra		Madrid (Spain)
Australia		Adelaide, Brisbane, Canberra, Darwin, Melbourne, Perth, Sydney
Austria		Wien
Argentina	Distrito Federal	Buenos Aires
Belgium		Brussels
Brazil	Minas Gerais Distrito Federal Rio de Janeiro Sao Paulo	Belo Horizonte Brasillia Rio De Janeiro Sao Paulo
Canada	Alberta British Columbia Nova Scotia Ontario Quebec	Calgary, Edmonton Richmond, Kamloops Dartmouth London, Mississauga, Ottawa Montreal, Quebec City
Channel Islands	Guernsey Jersey	St. Peter Port Leipzig (Germany)
Chile	Santiago	Santiago
China		Beijing, Chengdu, Chongqing, Fuzhou, Guangzhou, Jinan, Nanjing, Qingdao, Shanghai, Shenyang, Shenzhen, Suzhou, Urumqi, Wuhan
Colombia	Distrito Capital Antioquia	Bogota Medellin
Costa Rica	San Jose	San Jose
Czech Republic		Prague
Denmark		Copenhagen
Egypt		Cairo
Finland		Helsinki
France	Mainland Overseas Territories	Gennevilliers, Lille, Lyon, Toulouse, Wissous Baie-Mahaut, Cayenne, Fort de France, Sainte Marie
Germany		Berlin, Düsseldorf, Frankfurt, Hamburg, München, Stuttgart
Gibraltar		Leipzig (Germany)
Greece		Athens
Hong Kong		Hong Kong
Hungary		Budapest
India		Bangalore, Chennai, Delhi, Hyderabad, Kolkotta, Mumbai, Noida, Pune, Vashi
Indonesia		Jakarta
Ireland		Dublin
Isle of Man		Braddan
Israel		Telaviv
Italy		Bologna, Milan, Naples, Padua, Rome
Japan	Fukuoka Aichi Okinawa Tochigi Hokkaido Miyagi Osaka Tokyo	Fukuoka Nagoya Naha Oyama Sapporo Sendai Suita Hachioji, Ota
Kingdom of Saudi Arabia		Alkhobar, Jeddah, Riyadh
Korea		Daejeon, Osan, Pusan, Seoul
Lichtenstein		Leipzig (Germany)
Luxembourg		Luxembourg
Malaysia		Kuala Lumpur

COUNTRY	STATE/PROVINCE	SERVICE LOCATION
Mexico	Jalisco Distrito Federal Nuevo Leon Queretaro	Guadalajara Mexico City Monterey Queretaro
Monaco		Leipzig (Germany)
Netherlands		Amsterdam
New Zealand		Auckland
Norway		Oslo
Peru	Lima	Lima
Philippines		Paranaque City
Poland		Warsaw
Portugal		Lisboa
Puerto Rico	Catano	Catano
Republic of South Africa		Capetown, Joburg
Russia		Moscow
Slovakia		Bratislava
Singapore		Singapore
Spain	Barcelona Canary Islands Madrid	Barcelona Madrid Madrid
Sweden		Stockholm
Switzerland		Bern, Geneva, Zurich
Taiwan		Tainan, Taipei
Thailand		Bang Phli
Turkey		Ankara, Istanbul, Izmir
United Arab Emirates		Dubai
United Kingdom		Birmingham, Bristol, Hounslow, Leeds, Livingston, London E16, Manchester, Milton Keynes
United States	Alabama	Birmingham
	Arizona	Tempe
	Arkansas	Little Rock
	California	Fullerton, Hollywood, San Diego, San Jose, West Sacramento
	Colorado	Denver
	Connecticut	East Hartford
	Florida	Miami, Orlando, Tampa
	Georgia	Norcross
	Hawaii	Honolulu
	Iowa	Carter Lake, Des Moines
	Illinois	Chicago, Elk Grove Village
	Indiana	Plainfield
	Kansas	Lenexa
	Kentucky	Louisville
	Louisiana	Harahan
	Massachusetts	Waltham
	Maryland	Baltimore
	Michigan	Troy
	Minnesota	Brooklyn Park
	Missouri	St. Louis
	New Jersey	Teterboro
	Nevada	Las Vegas, Reno
	New York	Long Island City, Rochester
	North Carolina	Charlotte, Raleigh
	Ohio	Brooklyn Heights, Cincinnati, Lockbourne
	Oklahoma	Tulsa
	Oregon	Portland
	Pennsylvania	Folcroft
	Tennessee	Knoxville, Nashville
	Texas	Austin, Carrollton, Houston, San Antonio
	Utah	Salt Lake City
	Virginia	Fairfax, Richmond
	Washington	Kent
	Wisconsin	Milwaukee

COUNTRY	STATE/PROVINCE	SERVICE LOCATION
Venezuela	Aragua Distrito Federal	Maracay Caracas

ATTACHMENT 1 ~ ORACLE SUPPORT POLICIES

Oracle Hardware and Systems Support Policies

Effective Date: 26-September-2016

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1. Overview

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

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

For Oracle operating system software, technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of the operating system, running unaltered, and on a certified hardware configuration, as specified in your order or program documentation.

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 server and storage equipment and/or point of sale products manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized distributor) ("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 technical support is referred to as a "covered hardware system." Components and options purchased separately from Oracle 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 technical support service as described below.

For Oracle to provide technical support for hardware relocated outside the original country of delivery, notice of hardware relocation is required (unless the original country of delivery is in the European Union and the hardware is relocated within the European Union). To provide notice of hardware relocation, you must submit a completed Hardware Relocation Form which can be found [here](#). If the original country of delivery is in the European Union, and the hardware is relocated within the European Union, notice is not required; however, at your option, you may submit a completed Hardware Relocation Form to facilitate the provision of technical support. Relocated hardware will be entitled to the technical support available in the country to which the hardware is relocated.

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 integrated software 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 (including modification or removal of the Oracle serial number tag on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation; (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 or (xi) purchased from any entity other than Oracle or an Oracle-authorized distributor.

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.

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> and Oracle's Global Customer Support Security Practices, as referenced below.

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).

2. Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or 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 technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Technical support is effective upon the date of delivery of the hardware unless stated otherwise in your order. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle 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, except Oracle Retail and Hospitality Hardware, (e.g., under Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems or Oracle Communications EAGLE Premier Support) or all hardware systems must be unsupported. The preceding sentence pertains to: (i) all of your hardware systems running the Solaris Operating system release 10 Update 9 or later, (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. When acquiring technical support for point of sale hardware such as Oracle Retail and Hospitality Hardware, all such point of sale hardware systems must be supported or all must be unsupported if the point of sale hardware systems are: (i) the same type (e.g., workstations); (ii) located at the same physical location; and (iii) benefit in any way from your support of a covered

point of sale hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). Hardware systems that have reached an end of service life or that you register with Oracle as retired are excluded from the above policy.

Reinstatement of Oracle Technical Support

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

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

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

If you previously acquired support from an Oracle-authorized distributor and are now acquiring support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee for the hardware system.

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, receive, or apply updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported hardware systems. Parts in a covered hardware system may not be transferred to an unsupported system. CD

packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported hardware systems.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported 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.

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 for 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.

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.

Right to End of Service Life

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

Other Third Party Products

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

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

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

Technology Refresh

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 delivery 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).

3. Lifetime Support

Lifetime Support consists of the following service levels:

- Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, and Oracle Communications Network Premier Support
- Extended Support for Operating Systems (if offered)
- Sustaining Support for Operating Systems

A description of the services available under Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, Oracle Communications Network Premier Support, Extended Support for Operating Systems and Sustaining Support for Operating Systems is included in the Oracle Technical Support Levels section below.

When offered, Oracle Premier Support for Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, and Oracle Communications Network Premier Support will be available for a minimum of five years from the last ship date of the hardware system. When offered, support for the operating systems included under either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems will be available for ten years from the date a release of the operating system becomes generally available, except as noted below. If offered, support for specific releases of the operating system may be extended for an additional three years with Extended Support for Operating Systems. In addition to the technical support fee, an Extended Support for Operating Systems fee applies for each support period for which Extended Support for Operating Systems is purchased. Alternatively, and if offered, support for specific releases of the operating system may be extended with Sustaining Support for Operating Systems, which will be available for as long as you maintain either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems for your Oracle hardware system.

If an operating system included under Oracle Premier Support for Systems moves into Extended Support for Operating Systems and/or Sustaining Support for Operating Systems, you may maintain Oracle Premier Support for Systems except that the technical support received for the operating system will be provided under Extended Support for Operating Systems or Sustaining Support for Operating Systems as described above and in the Oracle Technical Support Levels section below.

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

Notes:

1. Solaris Express - Program fixes and security patches for Solaris Express will be provided for six (6) months from the date that a release of Solaris Express becomes generally available. This applies to program fixes and security patches released by Oracle and does not include freely available updates from the OpenSolaris or Solaris Express Community.
2. Oracle Solaris 8 – For customers with a current support contract for the Oracle Solaris 8 release, new Severity 1 fixes and new security fixes will be available for the period of July 2012 – October 2014.

4. 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 (including integrated software options). For hardware systems, this support is limited to (i) server and storage hardware and (ii) Tekelec BNS and PIC hardware. For Oracle servers, this support applies to the following operating system software: Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. For Tekelec BNS and PIC hardware, this support applies to the operating system software included with the hardware system.

Unless otherwise stated in this section, Oracle Premier Support for Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products

- Major product and technology releases for operating system software and integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Installation of integrated software updates specified as Oracle Installable in the ["Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates"](#)
- Onsite hardware support for Oracle 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
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot¹
- Hardware certification
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Access to Oracle Enterprise Tape Analysis and Data Recovery services for the Oracle StorageTek tape media specified at <http://www.oracle.com/us/support/library/ent-tape-analysis-dr-services-1708102.pdf>
- Non-technical customer service during normal business hours

Notes:

1. Oracle has made available at linux.oracle.com certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.
2. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation.

System Maintenance

You agree to perform prescribed system maintenance, including but not limited to, installing software updates for system software or integrated software, maintaining file systems, replacing air filters and batteries 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 in accordance with the ["Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates."](#) Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality. After five (5) years from last ship date, replacement parts may not be available and/ or the response times for sending replacement parts may be delayed.

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 or courier instructions from Oracle (unless you have an agreement with Oracle

allowing you to retain the malfunctioning part). You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives (“drives”) before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning part within forty-five (45) days of shipment to you, you will be charged the then-current fee for the malfunctioning part.

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, and Oracle VM and (ii) integrated software (including integrated software options).

Unless otherwise stated in this section, Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (including integrated software options), if and when made available at Oracle’s discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Installation of integrated software updates specified as Oracle Installable in the ["Delivery Method Chart: Replacement Parts and Installation of Integrated Software 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
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot¹
- Hardware certification
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Non-technical customer service during normal business hours

Notes:

1. Oracle has made available at linux.oracle.com certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the “Tools Used to Perform Support Services” section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.
2. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation.

Extended Support for Operating Systems

Extended Support for Operating Systems may be offered for certain supported Oracle Solaris and Oracle Linux operating system software releases after Premier Support expires. Please see Oracle's Lifetime Support Policies for more information. When Extended Support for Operating Systems is offered, it is generally available for the terminal codeline release of a program.

Unless otherwise stated in this section, supported Oracle Solaris and Oracle Linux operating system software releases for which Extended Support for Operating Systems is offered and in the Extended Support lifecycle will receive Oracle Premier Support for Operating Systems or technical support for Oracle Solaris and Oracle Linux under Oracle Premier Support for Systems limited to the following:

- Program updates
- Fixes, security patches, security alerts, and critical patch updates for Oracle Solaris operating system software
- Access to Oracle Linux operating system patches and fixes for critical security errata and select high-impact critical bug fixes. These updates will be limited to the packages listed on the inclusion list at <http://linux.oracle.com/es/packageelist.html>
- Upgrade tools
- Major product and technology releases for Oracle Solaris operating system software, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24 x 7 access to Oracle Unbreakable Linux Network
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot¹
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- 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
- Hardware certification
- Backport of fixes for any Oracle Linux program

Extended Support for Operating Systems is not available for OpenSolaris, Trusted Solaris 8, and Oracle VM.

Notes:

1. Oracle has made available at linux.oracle.com certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.
2. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation.

Sustaining Support for Operating Systems

Sustaining Support for Operating Systems may be available for certain operating system software releases. Program releases eligible for Sustaining Support for Operating Systems will receive Oracle Premier Support for Operating Systems or technical support for the operating system under Oracle Premier Support for Systems limited to the following:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems, and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Critical patch updates for Oracle Solaris operating system software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Upgrade tools created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems period and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- 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 Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to: <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.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 critical patch updates for Oracle Solaris operating system software
- 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 Premier Support for Oracle Retail and Hospitality Hardware

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

Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/acquisitions/micros/support/index.html>
- Onsite hardware support for Oracle Retail and Hospitality Hardware specified as Field Replaceable Units in the “[Oracle Retail and Hospitality Hardware Delivery Method Chart](#)”. Availability varies by country.
- Non-technical customer service during normal business hours

System Maintenance

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

Replacement Oracle Retail and Hospitality Hardware

If Oracle determines that the replacement of Oracle Retail and Hospitality Hardware is necessary, Oracle will send replacement Oracle Retail and Hospitality Hardware (“replacement hardware”) to your location in accordance with the ["Oracle Retail and Hospitality Delivery Method Chart"](#). Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five (5) years from last ship date, of the Oracle Retail and Hospitality Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Oracle Retail and Hospitality Hardware

If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives (“drives”) before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning hardware within forty-five (45) days of shipment to you and/or if Oracle determines the malfunctioning hardware has been maltreated or used in a manner other than in accordance with the relevant documentation, you will be charged the then-current fee for the malfunctioning hardware.

Oracle Advanced Parts Exchange for Retail and Hospitality Hardware

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

Oracle Advanced Parts Exchange for Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Next business day parts exchange
- Ability to log service requests as specified in the following link:
<http://www.oracle.com/us/corporate/acquisitions/micros/support/index.html>
- Non-technical customer service during normal business hours

System Maintenance

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

Replacement Oracle Retail and Hospitality Hardware

If Oracle determines that the replacement of Oracle Retail and Hospitality Hardware is necessary, Oracle will send replacement Oracle Retail and Hospitality Hardware (“replacement hardware”) to your location. Oracle will use reasonable efforts to send replacement hardware to you consistent with the response time target guidelines above. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five (5) years from last ship date, of the Oracle Retail and Hospitality Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Oracle Retail and Hospitality Hardware

If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives (“drives”) before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning hardware within forty-five (45) days of shipment to you and/or if Oracle

determines the malfunctioning hardware has been maltreated or used in a manner other than in accordance with the relevant documentation, you will be charged the then-current fee for the malfunctioning hardware.

Oracle Communications Network Premier Support

Oracle Communications Network Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for (i) Oracle Communications EAGLE hardware products and (ii) Oracle Acme Packet hardware products except as otherwise specified in this section. Oracle Communications EAGLE hardware products and the Oracle Acme Packet hardware products, will be referred to collectively in this section as, "Oracle Communications Network Hardware". The following Oracle Acme Packet hardware products are excluded and not eligible for Oracle Communications Network Premier Support: Oracle Acme Packet 1100 and 3820 hardware products, Oracle Enterprise Session Border Controller integrated software, Oracle Communications Applications Session Border Controller integrated software and Oracle Enterprise Communications Broker integrated software.

- Oracle Communications Network Premier Support consists of: Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options) for Oracle Communications EAGLE hardware
- Major product and technology releases for integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to 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

System Maintenance

You agree to perform system maintenance on the Oracle Communications Network Hardware as prescribed by Oracle in the relevant Oracle Communications Network Hardware documentation.

Replacement Hardware Parts

If Oracle determines that the replacement of Oracle Communications Network Hardware is necessary, Oracle will send replacement Oracle Communications Network Hardware ("replacement hardware") to your location in accordance with the ["Oracle Communications Network Delivery Method Chart"](#). Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five (5) years from last ship date, of the Oracle Communications Network Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Hardware

If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives ("drives") before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning hardware within forty-five (45) days of shipment to you and/or if Oracle determines the malfunctioning hardware has been maltreated or used in a manner other than in accordance with the relevant documentation, you will be charged the then-current fee for the malfunctioning hardware.

For Oracle Communications Network Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the

times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time ¹	Remote Restoration Time ¹	Resolution Time ¹
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable hardware system and when Oracle notifies you that a resolution has been offered. The Remote Restoration Time frames do not apply if (i) you do not have spares available onsite, (ii) integrated software or integrated software option code changes are required or (iii) onsite assistance is required by Oracle.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Oracle Communications EAGLE Premier Support

Effective July 7, 2015, Oracle Communications EAGLE Premier Support is no longer available with new first year license and technical support orders. If you are currently under an active support contract for Oracle Communications EAGLE Premier Support then you may continue to renew Oracle Communications EAGLE Premier Support.

Oracle Communications EAGLE Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for Oracle Communications EAGLE hardware products only.

Oracle Communications EAGLE Premier Support consists of:

- Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options)
- Major product and technology releases for integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to 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

For Oracle Communications EAGLE Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time ¹	Remote Restoration Time ¹	Resolution Time ¹
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable hardware system and when Oracle notifies you that a resolution has been offered. The Remote Restoration Time frames do not apply if (i) you do not have spares available onsite, (ii) integrated software or integrated software option code changes are required or (iii) onsite assistance is required by Oracle.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

5. Additional Services Available for Purchase

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

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

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.

If you renew Oracle Customer Data & Device Retention Services, the renewal fee for such services will be based on the Oracle Customer Data & Device Retention Service pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Onsite Spares

Oracle 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 Onsite Spares consists of the following:

- Parts
- Maintenance and replacement of parts
- Setup of parts onsite
- Annual physical inventory
- Retrieval of parts at end of Support Period

If you acquire Oracle 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 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.

If you renew Oracle Onsite Spares, the renewal fee for such services will be based on the Oracle Onsite Spares pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Business Critical Service for Systems

Oracle offers a service to provide additional service-levels for systems running mission critical business functions. For information about the available service, please refer to <http://www.oracle.com/us/corporate/contracts/bus-critical-service-for-systems-1927926.pdf>

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Business Critical Service for Systems is not subject to the Reinstatement policies stated above.

Advanced Customer Support

If you acquire any of the below Advanced Customer Support services on your order, Oracle will provide the services described in the applicable exhibit(s) specified below:

- [Oracle Priority Support](#)
- [Oracle Priority Support Advantage](#)
- [Oracle Functional Help Desk](#)
- Oracle Standard Systems Installations:
 - [Oracle Standard System Installation \("OSSI"\) - Basic Service Exhibit](#)
 - [Oracle Standard System Installation \("OSSI"\) with Site Audit Services Exhibit](#)
 - [Oracle Standard System Installation \("OSSI"\) without Site Audit Services Exhibit](#)
- [Oracle Standard Software Installation and Configuration for Systems](#)
- [Oracle Engineered Systems Configuration Services](#)
- [Oracle Preproduction Readiness Review for Systems Service](#) or [Oracle Preproduction Readiness Review for Oracle Platinum Services](#)
- [Oracle Go-Live Support for Systems Service](#) or [Oracle Go-Live Support for Oracle Platinum Services](#)
- [Oracle Start-Up Pack for Engineered Systems](#)

Oracle Tekelec Professional Services

If you acquire any of the below Tekelec Professional Services on your order, Oracle will provide the services described in the [Tekelec Professional Services Descriptions](#).

- Oracle Communications Hardware Engineering Site Survey – Per Node Per Site
- Oracle Communications Hardware Installation – Per DC Frame or DC Application Frame enclosure extension
- Oracle Communications Hardware Installation – Per AC Frame
- Oracle Communications DC Hardware Extension Installation – Per Frame – Rack mount server and Shelf additions
- Oracle Communications Hardware Extension Installation – AC or DC Blade Server/Eagle Card/Switches – Per 16 cards/switches per site
- Oracle Communications AC Hardware Extension Installation – Per Frame – Rack mount servers and AC enclosure additions

6. Web-Based Customer Support Systems

My Oracle Support

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.

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.

7. 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 hardware system (e.g., Oracle Shared Shell for hardware)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Auto Service Request)) 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. The tools may be subject to availability for selected products.

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 order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme.

Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

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 telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. 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.

8. 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 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>.

Notwithstanding the restriction above, if you are subject to the United States Health Insurance Portability and Accountability Act (HIPAA) and would like to submit protected health information (PHI) to Oracle as part of receiving technical support services, then you must:

- Execute a business associate agreement with Oracle that specifically references and covers your technical support services
- Submit PHI only in service request attachments on the My Oracle Support customer portal
- Not include PHI in the body of service requests
- When prompted in My Oracle Support, indicate that the service request attachment may contain PHI
- Disable automated file uploads that send files to Oracle as service request attachments

9. 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

Except as otherwise specified, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications EAGLE Premier Support, please see the Oracle Communications EAGLE Premier Support section above. For response efforts associated with Oracle Communications Network Premier Support, please see the Oracle Communications Network Premier Support section above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported hardware systems (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. 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, 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.

10. Onsite Response Time Targets for Hardware Support

Except as otherwise specified herein, response time targets for hardware support are as specified below. 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. The response time targets for (i) hardware eligible for Oracle Communications EAGLE Premier Support or Oracle Communications Network Premier Support and (ii) Tekelec BNS and PIC hardware, regardless of severity level, are limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle's acknowledgement that replacement of a hardware part is necessary. The response time target for the Oracle Acme Packet hardware products excluded and not eligible for Oracle Communications Network Support, regardless of severity level, is limited to Advanced Parts Exchange with next business day shipment to your location. Please review the Oracle Communications Network Premier Support section above for excluded Oracle Acme Packet hardware products. The response time targets for Front Porch Digital hardware, regardless of severity level, are limited to (i) Advanced Parts Exchange with next business day delivery to your location or (ii) next business day, if Oracle determines, in its sole discretion, that onsite support is appropriate. The response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware and Oracle Advanced Parts Exchange for Retail and Hospitality Hardware (i) on a ship or other water vessel, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle's receipt of the malfunctioning hardware, and (iii) on an island country, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle's acknowledgement that replacement of a hardware part is necessary. Except as provided in the preceding sentence, the response time targets for Oracle Advanced Parts Exchange for Retail and Hospitality, regardless of severity level, are 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. Onsite response times are during local business hours only.

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.

11. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

Oracle Software Technical Support Policies

Effective Date: 26-September-2016

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1. 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.

Except as otherwise specified in this section, product release and supported platforms information for all Oracle programs, other than Phase Forward, Nimbula, and MICROS Systems programs (US Cruise only), 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.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g., Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and 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).

2. Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate (“payment plan”). Your payment or 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 technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. 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 order, Oracle technical support terms, including pricing, reflect a 12 month support period (the “support period”). Once placed, your order for technical support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle 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), Data Enterprise Management programs* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code**, or (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, (iv) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement (“BLRA”) between you and Oracle, or (v) if you are distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Platform Integrator program (“OJPI”), all of the end user’s licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*As specified on Oracle’s price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, Oracle Database Standard Edition 2 and Personal Edition
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

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.

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

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 order 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, receive, or apply updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported programs. CD

packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs 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.

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 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.

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 for 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.

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.

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.

3. Lifetime Support

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, “Software Update License & Support” or “Oracle Communications Network Software Premier 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.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view [“Lifetime Support Policy: Coverage for Technology Products”](#) (PDF)
- For fusion middleware programs view [“Lifetime Support Policy: Coverage for Fusion Middleware”](#) (PDF)
- For application programs view [“Lifetime Support Policy: Coverage for Applications”](#) (PDF)
- For retail application programs view [“Lifetime Support Policy: Coverage for Retail Applications”](#) (PDF)
- For Sun software and operating system products view [“Lifetime Support Policy: Coverage for Sun Software and Operating System Products”](#) (PDF)
- For Oracle Linux program releases view [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF)

- For OFSS programs view “[Lifetime Support Policy: Coverage for Oracle Financial Services Software](#)” (PDF)

Exceptions - For customers with a current support contract running:

1. **PeopleTools.** The PeopleTools program, 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: images, 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. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 - May 2017. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle’s then current Extended Support pricing from: August 2013 – July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

For customers running Oracle Database 10gR2 on:

Platform	
Fujitsu BS2000	The Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS on Itanium	The Extended Support fee will be waived from August 2010 – July 2016. For the period of August 2016 – 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 z/OS	After July 2013, Extended Support will continue to be available at Oracle’s 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 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.

4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Oracle Program Release	
Oracle Database 10gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. 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	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. 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.
WebLogic Server 9.2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. 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.
Tuxedo 9.1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. 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.

5. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
6. **JD Edwards EnterpriseOne and JD Edwards World:**
- 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 Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
 - JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
7. **Oracle Portal 11gR1 and Oracle Discoverer 11gR1 (Oracle Fusion Middleware):** The Extended Support fee will be waived from July 2014 – June 2015.
8. **Oracle Exadata Storage Server Software 11.2 (program releases 11.2.3.2.2 and above):** The Extended Support fee will be waived from October 2014 – September 2015.
9. **Java SE 6:** The Extended Support fee will be waived from January 2016 – December 2018.
10. **Oracle Database Standard Edition 2:** Customers with a current support contract for Oracle Database Standard Edition 2 will continue to receive technical support for previously licensed Oracle Database Standard Edition or Oracle Database Standard Edition One program releases. License restrictions are as specified in the license definitions and rules of the Oracle Database Standard Edition 2 order.
11. **Oracle Enterprise Manager Cloud Control 12.1:** The Extended Support fee will be waived from November 2016 – October 2017.

12. **Governance, Risk and Compliance Programs:** For Sustaining Support for the Governance, Risk and Compliance program releases specified below, Oracle will continue to provide Severity 1 fixes through May 2018.

Program	Program Release
Application Access Controls Governor	8.x
Configuration Controls Governor	5.x
Enterprise Governance, Risk, and Compliance Manager	8.x
Enterprise Transaction Controls Governor	8.x
Fusion Governance, Risk, and Compliance Intelligence	3.x
Preventive Controls Governor	7.x

13. **InForm 4.5.6:** For Sustaining Support for the InForm 4.6.5 program release, Oracle will continue to provide Severity 1 fixes through October 2018.

4. 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 (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week. Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- 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>
- Until July 1, 2016, remote program updates and patch installation assistance for DIVA programs during normal business hours
- Non-technical customer service during normal business hours

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network

- Hardware Certification¹
- Backport of fixes, 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. Hardware certification will be provided for the first six (6) years from the data a release of the Oracle Linux program becomes generally available. After six (6) 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 (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal,Trace), InForm, and LabPas). 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/support/contact/health-sciences-license-support/index.html>
- Non-technical customer service during normal business hours

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. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

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

Extended Support does not include:

- Certification with new third party products/versions

Extended Support for 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

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

Sustaining Support

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

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

Sustaining Support does not include:

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

Sustaining Support for 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

Sustaining Support for 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 Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- 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

Sustaining Support for 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

Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively “Oracle Communications Network Premier Programs”): Diameter Signaling Router & Integrated Diameter Intelligence Hub - Network Function Editions; Perpetual license of Session Border Controller, Session Router and Core Session Manager; Application Orchestrator and Evolved Communications Application Server; Net-Net Central applications; Elastic Charging Engine; Network Service Orchestration; Converged Service Charging Controller; Recharge and Voucher Management; and Notification Gateway.

Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, and security alerts
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle’s discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Remote installation of Oracle Communications Network Premier Programs
- 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

For Oracle Communications Network Software Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle’s failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle’s discretion.

Severity Level	Response Time ¹	Remote Restoration Time ¹	Resolution Time ¹
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

1. For purposes of the above table, the following definitions apply:
 - Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
 - Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
 - Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Premier Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes and security alerts created during the Premier Support period
- Upgrade scripts (availability may vary by program) created during the Premier Support period
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates.
- Assistance with service requests 24 hours per day, 7 days a week
- Access to 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 Oracle Communications Network Premier Program releases does not include:

- New program updates, fixes, and security alerts
- Remote installation of Oracle Communications Network Premier Programs
- New upgrade scripts
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

Oracle Communications Network Software Support & Sustaining Support

Oracle Communications Network Software Support is available for the following program categories (collectively "Oracle Communications Network Software Programs"): Oracle Communications EAGLE (non ISO), Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management, Oracle Communications User Data Repository, and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Support consists of:

- Program updates, fixes, and security alerts
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software Programs
- 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

For Oracle Communications Network Software Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle's failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle's discretion.

Severity Level	Response Time ¹	Remote Restoration Time ¹	Resolution Time ¹
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days

Severity 3	N/A	N/A	180 calendar days
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1. For purposes of the above table, the following definitions apply:

- Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
- Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
- Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, and security alerts created during the Support period
- 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 for the Oracle Communications Network Software Program releases does not include:

- New program updates, fixes, and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

5. Additional Support Services Available for Purchase

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, and Internet Application Server Java Edition

Incident Server Support consists of:

- 10 service requests
- 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

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. 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 renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

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. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Developer Studio Tools Support

Oracle Developer Studio Tools Support is available for the Oracle Developer Studio program.

Oracle Developer Studio 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 Developer Studio Tools Support does not include upgrades to new program releases or access to Oracle Solaris or Oracle Linux updates, fixes or patches. Contractual caps on technical support fees do not apply to this service, unless expressly stated otherwise in the applicable order.

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. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Java SE Support and Java SE Support for Independent Software Vendors

Java SE Support and Java SE Support for Independent Software Vendors (“ISVs”) are available for Java SE program releases.

Java SE Support and Java SE Support for ISVs consist 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 or Java SE Support for ISVs, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any 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. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support

Oracle Java Embedded Development Support is available for Oracle Java SE Embedded or Oracle Java ME Embedded program releases per Standard Binary. Oracle Java Embedded Suite Development Support is available for the Oracle Java Embedded Suite.

Both Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support consist 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 Oracle Java Embedded Development Support or Oracle Java Embedded Suite Development Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any 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 Oracle Java SE Embedded, Oracle Java ME Embedded programs or Oracle Java Embedded Suite. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

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. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

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 at <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.

Oracle Priority Support

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described [here](#).

Oracle Priority Support Advantage

If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described [here](#).

Oracle Functional Help Desk for Oracle Retail and Hospitality

If you acquire Oracle Functional Help Desk for Oracle Retail and Hospitality on your order, Oracle will provide Oracle Functional Help Desk for Oracle Retail and Hospitality as described [here](#).

North American Payroll Tax Updates

North American Payroll Tax Updates is available for the PeopleSoft HRMS Payroll for North America program releases specified in the North American Payroll Tax Updates Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of tax updates for the applicable PeopleSoft HRMS Payroll for North America program release, including tax updates for that calendar year made available in January of the following calendar year. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

The following North American Payroll Tax Updates Service Availability Matrix describes the service availability and time frames.

North American Payroll Tax Updates Service Availability Matrix	
PeopleSoft HRMS Payroll for North American Program Releases	Availability
8.8	January 1, 2012 – December 31, 2018
8.9	January 1, 2013 – December 31, 2017
9.0	July 1, 2015 – December 31, 2018
9.1	February 1, 2018 – December 31, 2019

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.

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for Oracle E-Business Suite release 11.5.10. If you purchase these services, you will receive Severity 1 fixes for Oracle E-Business Suite release 11.5.10

The Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10 service consists of the following:

Tier 1 - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Tier 1 is currently available through December 31, 2016 for a fee to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

Information on Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available on [My Oracle Support \(E-Business Suite Releases – Support Policy FAQ \(Doc ID 1494891.1\)\)](#). Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following only applies to Oracle E-Business Suite 11.5.10:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher).
- Country-specific financials legislative updates (“localized updates”) provided under US Federal Government will only be made available if such localized updates are also made available in a subsequent release of Oracle E-Business Suite. In the event localized updates are provided for additional countries in a subsequent release of Oracle E-Business Suite, such localized updates for the additional countries will not be provided for Oracle E-Business Suite 11.5.10.
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite.
- The prerequisite for these services is based on the current minimum prerequisite level as described on [My Oracle Support](#) in [E-Business Suite 11.5.10 Minimum Patch Level and Extended Support Information Center \(Doc ID 1199724.1\)](#) and [Oracle E-Business Suite Error Correction Support Policy \(Doc ID 11905034.1\)](#).

In order to acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) tax year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release. In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

Country	2014 Tax Year	2015 Tax Year	2016 Tax Year
United	See note 1 below	April 6, 2014 – April 5, 2015	April 6, 2015 – April 5,

Kingdom			2016
United States	See note 1 below	January 1, 2015 – December 31, 2015	January 1, 2016 – December 31, 2016

Notes:

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) document [Mandatory Family pack/Rollup patch \(RUP\) levels for Oracle Payroll \(Doc ID 295406.1\)](#)).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

Financial and Payroll Legislative Updates for JD Edwards

Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE, 8.0 and 8.12 and JD Edwards World program releases A7.3, A8.1 and A9.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates and Severity 1 fixes for the applicable JD Edwards release. In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates. Tier 1, Tier 2 and Tier 3 consists of services for more than one country. Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates consist of services for an individual country.

The components are as follows:

Tier 1 - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and payroll legislative and financials legislative updates for the applicable calendar year for the United States and Canada. If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

Tier 2 - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

	JD Edwards EnterpriseOne	JD Edwards World
Payroll Legislative Updates	United States, Canada, Australia and New Zealand	United States, Canada
Financials Legislative Updates	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China

Tier 3 - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

	JD Edwards EnterpriseOne	JD Edwards World
Payroll legislative updates	United States, Canada, Australia and New Zealand	United States, Canada
Financials legislative updates	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, New Zealand, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan and China

Single Country Financial Legislative Updates: Single Country Financial Legislative Updates consists of: Severity 1 fixes and financial legislative updates for the programs and countries specified in the table below. If you purchase Single Country Financial Legislative Updates, your fee for such service will be based on the then-current Single Country for Financial Legislative Updates fee.

Program	Countries
JD Edwards EnterpriseOne	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India
JD Edwards World	United States, Mexico, Brazil, United Kingdom, Ireland, Japan and China

Single Country Payroll Legislative Updates: Single Country Payroll Legislative Updates consists of: payroll legislative updates for the programs and countries specified in the table below. If you purchase Single Country Payroll Legislative Updates, your fee for such service will be based on the then-current Single Country for Payroll Legislative Updates fee.

Program	Countries
JD Edwards EnterpriseOne	United States, Canada, Australia and New Zealand
JD Edwards World	United States and Canada

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on [My Oracle Support](#) (i.e., [JD Edwards EnterpriseOne Globalizations \(Doc ID 752291.1\)](#) and [JD Edwards World Globalizations \(Doc ID 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates (“localized updates”) provided under Tier 2, Tier 3 and Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.
- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates

for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Financials and Payroll Legislative Updates for JD Edwards is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is available for the PeopleSoft Human Capital Management (HCM) and Financials and Supply Chain Management (FSCM) releases identified in the Service Availability Matrix below (“PeopleSoft Enterprise Applications”). Customers who acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will receive one (1) calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

PeopleSoft Enterprise Application Service Availability Matrix

PeopleSoft HCM and FSCM program release	Availability
9.0	July 1, 2015 – December 31, 2017
9.1	February 1, 2018 – December 31, 2019

In order to acquire this service, your licensed PeopleSoft Enterprise Applications must be currently supported with Software Update License & Support. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is not subject to the Reinstatement policies stated above.

Oracle Market-Driven Support for Oracle Database 10g Release 2

Oracle Market-Driven Support for Oracle Database 10g Release 2 is available for the Oracle Database Enterprise Edition Release 10.2.0.5. The service is available for the following period:

Service	Availability	
Oracle Market-Driven Support for Oracle Database 10g Release 2	August 1, 2015-July 31, 2016	August 1, 2016- July 31, 2017

If you purchase Oracle Market-Driven Support for Oracle Database 10g Release 2, you will receive the following services for the number of production 10.2.0.5 databases identified in your order:

1. Oracle Market-Driven Support for Oracle Database 10g Release 2 will be limited to Severity 1 fixes and critical patch update(s) (“CPU”).
2. A database upgrade planning workshop (“Workshop”) that includes:
 - a. One (1) remote presentation for up to four (4) hours, not to exceed thirty (30) attendees to provide advice and guidance on the creation of your upgrade plan from Oracle Database Enterprise Edition Release 10.2.0.5 to an Oracle Database Enterprise Edition Release that is covered by Software Update License & Support; and
 - b. After the conclusion of the Workshop, Oracle will provide telephone support (Monday through Friday, 9:00am to 5:00pm local time, excluding local holidays) to respond to questions and offer guidance regarding your upgrade plan for up to the number of hours identified in your order.
3. Access to Oracle’s Unlimited Learning Subscription (“ULS”) for up to five (5) Named Users. The ULS includes Training On Demand, Learning Streams and Cloud Learning Subscription access. More information on ULS can be found at <http://education.oracle.com/us/terms/termspolicies030115.html>

Your fee for Oracle Market-Driven Support for Oracle Database 10g Release 2 services will be based upon Oracle's then current pricing in effect at the time of your order.

In order to acquire Oracle Market-Driven Support for Oracle Database 10g Release 2 services, your licensed Oracle database(s) must be currently supported with Software Update License & Support. Severity 1 fixes and CPUs will be delivered through My Oracle Support.

Oracle Market-Driven Support for Oracle Database 10g Release 2 services are not renewable or available after July 31, 2017. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Market-Driven Support for Oracle Database 10g Release 2 services are not subject to the Reinstatement policies stated above.

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>.

6. 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 (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), Nimbula, and MS CRM (for MICROS Systems).

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

7. 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") and not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to

assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your 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 order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

8. Global Customer Support Security Practices

Oracle will provide technical support in accordance with Oracle's services privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

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>.

Notwithstanding the restriction above, some customers may have executed agreements with Oracle governing Global Customer Support's handling of the personal data of residents in the European Economic Area ("EEA Personal Data") as well as protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA"). If you would like to submit EEA Personal Data or PHI to Oracle as part of receiving technical support services, you must:

- Execute either (i) EU standard Contractual Clauses or data transfer agreement, or (ii) a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services
- Submit EEA Personal Data or PHI only in service request attachments on the My Oracle Support customer portal
- Not include EEA Personal Data or PHI in the body of service requests (other than contact information required for Oracle to respond to the SR)
- When prompted in My Oracle Support, indicate that the service request attachment may contain EEA Personal Data or PHI

9. 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. For response efforts associated with Oracle Communications Network Software Premier Support and Oracle Communications Network Software Support & Sustaining Support, please see the Oracle Communications Network Premier & Sustaining Support and Oracle Communications Network Software Support & Sustaining Support sections above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported programs (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. 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.

* For Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), the severity levels are denoted as P0, P1, P2 and P3 and correspond to the above as follows: P0= Severity 1; P1=Severity 2, P2=Severity 3 and P3=Severity 4.

10. Hyperion 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.

11. Contact Information

Phone numbers and contact information can be found on Oracle's support web site located [here](#).

Oracle Linux and Oracle VM Support Policies

Effective Date: 4-April-2016

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1. Overview

Unless otherwise stated, these Oracle Linux and Oracle VM Support Policies apply to support services for Oracle Linux and/or Oracle VM programs, as defined in your Oracle Linux and Oracle VM Services Agreement or Oracle Master Agreement. All patches, bug fixes, and other code received from Oracle as part of the support services shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation.

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

To receive services as provided by Oracle Support Services (OSS) and described in the Oracle Linux and Oracle VM Support Levels section below, all Oracle Linux and Oracle VM programs must be properly licensed.

Technical support is provided for issues (including issues that you create) that are demonstrable in the currently supported release(s) of the Oracle Linux or Oracle VM program, running unaltered, and on an appropriate architecture and hardware configurations, as specified on <http://linux.oracle.com/hardware.html>.

Oracle will provide support services in accordance with Oracle's privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

These Oracle Linux and Oracle VM 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 during the support period (defined below) for which fees for the services have been paid.

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

2. Support Terms

Oracle Linux and Oracle VM Support Fees

Fees for support services are due and payable in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your support services 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 will be provided pursuant to the terms of the order under which it is acquired; however, support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Support services are effective upon the effective date of your order unless stated otherwise in your order. 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 order, support terms, including pricing, will reflect either a 12-month or 36-month support period (the "support period"). Once placed, your order for support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide support services beyond the end of the support period.

Service Levels

If acquiring Oracle Linux support services, all of your Oracle supported systems must be supported with any combination of Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support. If acquiring Oracle VM support services, all of your Oracle supported systems must be supported with Oracle VM Premier Support.

If you use or apply services or materials of a higher service level to a system supported with a lower service level, or to a system not supported by Oracle, you agree that you have upgraded such system to the higher service level, and commit to promptly order the appropriate services and pay the difference in fees prorated for the remainder of the term. For the purposes of calculating the prorated fees, service for the upgraded system will be deemed to have begun on the date such services or materials were used for, or applied to, such system. For purposes of this paragraph, the level of Oracle Linux support services ranks as follows from highest to lowest: Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support, and no support. Additionally, the level of Oracle VM support services ranks as follows from highest to lowest: Oracle VM Premier Support and no support.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for services of supported 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 Linux operating system and/or the Oracle VM 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 contacts 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 the services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Oracle Linux and/or Oracle VM support services, except Oracle Linux Network Support, you may designate one (1) primary and four (4) backup individuals ("technical contact"), to serve as liaisons with OSS. With each USD\$250,000 in net support fees, 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.

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 for 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 Services 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.

Right to Desupport

It may become necessary as a part of Oracle's support lifecycle to desupport certain Oracle Linux and Oracle VM program releases and, therefore, Oracle reserves that right. However, Oracle Linux and Oracle VM program releases that are expressly identified in the attached "[Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)" (PDF) document will be governed by the terms of the Lifetime Support policy. Desupport information is subject to change.

3. Lifetime Support

Lifetime Support consists of the following service levels:

- Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support and Oracle VM Premier Support
- Oracle Linux Extended Support (when offered)
- Sustaining Support for Oracle Linux and Sustaining Support for Oracle VM

A description of the services available under Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support, Oracle VM Premier Support, Oracle Linux Extended Support, Sustaining Support for Oracle Linux, and Sustaining Support for Oracle VM is included in the Oracle Technical Support Levels section below.

When offered, Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support for Oracle Linux program releases 5, 6 and 7 will be available for ten (10) years from the date a release of the Oracle Linux program becomes generally available. For all other Oracle Linux program releases, Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support will be available for eight (8) years from the date a release of the Oracle Linux program becomes generally available. If offered, support for Oracle Linux program releases 5, 6, and 7 may be extended for an additional three years with Oracle Linux Extended Support. In addition to the technical support fee for Oracle Linux Premier Support, a fee for Oracle Linux Extended Support applies for each support period for which Oracle Linux Extended Support is purchased. If offered, support may be extended with Sustaining Support for Oracle Linux, which will be available for as long as you maintain Oracle Linux Premier Support for your Oracle Linux programs.

When offered, Oracle VM Premier Support will be available for eight (8) years from the date a release of the Oracle VM program becomes generally available. If offered, support may be extended with Sustaining Support for Oracle VM which will be available for as long as you maintain Oracle VM Premier Support for your Oracle VM programs.

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.

4. Oracle Linux and Oracle VM Support Levels

Oracle Linux Premier Support

Oracle Linux Premier Support consists of:

- Unlimited service requests¹,
- Access to patches, fixes, security patches and security alerts,
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot³
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification²,
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of (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. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document. Oracle Linux Premier Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the [Scope of Coverage](#) (PDF) document. All security and bug fix errata will be Oracle Linux binaries. However, such binaries are fully compatible and will work without any reinstallation or other coding changes.
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 six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.
3. Oracle has made available at <http://linux.oracle.com/> certain tools for download required to enable the applicable security patches to be applied to your supported systems while the supported system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported system is operating, and (ii) you will be required to reboot the supported systems in order to apply the security patch.

Oracle Linux Basic Support

Oracle Linux Basic Support consists of:

- Unlimited service requests¹,
- Access to patches, fixes, security patches and security alerts,
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification²

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document. Oracle Linux Basic Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics

identified in the [Scope of Coverage](#) (PDF) document. All security and bug fix errata will be Oracle Linux binaries. However, such binaries are fully compatible and will work without any reinstallation or other coding changes.

- 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 six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Oracle Linux Network Support

Oracle Linux Network Support consists of:

- Access to patches, fixes, security patches and security alerts
- 24x7 access to Oracle Unbreakable Linux Network

Oracle VM Premier Support

Oracle VM Premier Support consists of:

- Unlimited service requests¹,
- Access to patches, fixes, security patches and security alerts,
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification², and
- Backport of fixes, using commercially reasonable efforts, for any Oracle VM program released from Oracle for a period of six (6) month from the date the next release of the Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>,
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Notes:

- Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.
- Hardware certification will be provided for the first four (4) years from the date a release of the Oracle VM 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.

Oracle Linux Extended Support

Oracle Linux Extended Support may be offered for certain supported Oracle Linux program releases after Oracle Linux Premier Support expires. Please see Oracle's Lifetime Support Policies for more information. When Oracle Linux Extended Support is offered, it is generally available for the terminal codeline release of a program. Unless otherwise stated in this section, supported Oracle Linux program releases for which Oracle Linux Extended Support is offered will receive Oracle Linux Premier Support limited to the following:

- Unlimited service requests¹,
- Access to patches and fixes for critical security errata and select high-impact critical bug fixes. These updates will be limited to the packages listed on the inclusion list at <http://linux.oracle.com/es/packagelist.html>
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot²
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network

Oracle Linux Extended Support does not include:

- Hardware certification
- Backport of fixes

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document. Oracle Linux Extended Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the [Scope of Coverage](#) (PDF) document. All security and bug fix errata will be Oracle Linux binaries. However, such binaries are fully compatible and will work without any reinstallation or other coding changes.
2. Oracle has made available at <http://linux.oracle.com/> certain tools for download required to enable the applicable security patches to be applied to your supported systems while the supported system is operating. These tools are subject to the “Tools Used to Perform Support Services” section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported system is operating, and (ii) you will be required to reboot the supported systems in order to apply the security patch.

Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

Sustaining Support for Oracle Linux – Oracle Linux program releases eligible for Sustaining Support for Oracle Linux will receive Oracle Linux Premier Support limited to the following:

- Access to patches, fixes, security patches and security alerts created during the Oracle Linux Premier Support period
- Access to certain security patches created during the Oracle Linux Premier Support period that may be applied while your supported systems are operating and that do not require a system reboot
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Sustaining Support for Oracle Linux does not include:

- New patches, fixes, security patches 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

Sustaining Support for Oracle VM - Oracle VM program releases eligible for Sustaining Support for Oracle VM will receive Oracle VM Premier Support limited to the following:

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

- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Sustaining Support for Oracle VM does not include:

- New patches, fixes, security patches 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

5. Additional Support Services Available for Purchase

Oracle Priority Support for Oracle Linux or Oracle VM

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described [here](#).

Oracle Priority Support Advantage

If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described [here](#).

6. 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, which are subject to change. Access to My Oracle Support is limited to your designated technical contacts, and is included with Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle VM Premier Support.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support, and Oracle VM Premier Support.

7. Tools Used to Perform 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 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 order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

8. Global Customer Support Security Practices

Oracle 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).

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>.

9. Severity Definitions

Service requests may be submitted by you either online through My Oracle Support 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

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. 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.

Reasonable efforts will be made to respond to Severity 2 service requests within four (4) business hours. Status updates will be provided every three (3) business days, unless otherwise agreed.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Reasonable efforts will be made to respond to Severity 3 service requests within four (4) business hours. Status updates will be provided as necessary, unless otherwise agreed.

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.

Reasonable efforts will be made to respond to Severity 4 service requests within four (4) business hours. Status updates will be provided as necessary, unless otherwise agreed.

10. Contact Information

Phone numbers and contact information for Oracle Linux and Oracle VM support can be found on Oracle's support web site located [here](#).

Oracle Exadata Technical Support Policies

Effective Date: 7-April-2014

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1. Overview

These Oracle Exadata Technical Support Policies apply only to Oracle Exadata products acquired (i) prior to March 16, 2010 and/or (ii) between March 16, 2010 and May 31, 2010 with a 3-year warranty. For all other Oracle Exadata products, Oracle's then-current software technical support policies or hardware and system support policies apply, as applicable.

For those Oracle Exadata products acquired prior to March 16, 2010, technical support may be renewed under these Oracle Exadata Technical Support Policies for such products until they are retired. For Oracle Exadata products acquired between March 16, 2010 and May 31, 2010 with a 3-year warranty, technical support may be renewed under these Oracle Exadata Technical Support Policies for such products during the 3-year warranty term only. When the 3-year warranty term expires, technical support may be renewed in accordance with Oracle's then-current software technical support policies or hardware and system support policies apply, as applicable. Except as expressly provided for herein, the technical support services described in these Oracle Exadata Technical Support Policies may not be ordered.

"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") 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 (i) an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation and/or (ii) the Oracle Linux program, running unaltered, and on an appropriate architecture and hardware configuration, as specified on <http://linux.oracle.com/hardware.html>. Supported release information for the Oracle Linux program is available on <http://linux.oracle.com/supported.html>.

Product release and supported platforms information for all Oracle Exadata programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below.

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> and Oracle's Global Customer Support Security Practices, as referenced below.

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 Exadata Technical Support Policies and the previous version of the Oracle Exadata Technical Support Policies, please refer to the attached [Statement of Changes](#) (PDF).

2. Support Terms

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or 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 technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

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

License Set

A license set consists of all of your licenses of a program. 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.

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., Exadata Premier Support or unsupported). If you add Extended Support, you still must maintain Exadata Premier 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

For those Oracle Exadata products acquired prior to March 16, 2010, you may reinstate technical support for such products, subject to the Reinstatement of Oracle Technical Support policy specified below. For Oracle Exadata products acquired between March 16, 2010 and May 31, 2010 with a 3-year warranty, you may reinstate technical support for such products, subject to the Reinstatement of Oracle Technical Support policy specified below, during the 3-year warranty term only. When the 3-year warranty term expires, then you may reinstate technical support in accordance with Oracle's then-current software technical support policies or hardware and system support policies, as applicable.

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 technical support fee for a twelve month period 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 order 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.

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 the 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 services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs 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.

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 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.

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 for 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.

3. Lifetime Support

Lifetime Support consists of the following service levels:

- "Exadata Premier Support" which refers to the first 5 years of basic technical support services
- Extended Support (if offered)
- Sustaining Support

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

When offered, Exadata 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. 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 licenses.

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and time frames refer to the following:

- For server technology programs view "[Lifetime Support Policy: Coverage for Technology Products](#) (PDF)
- For Oracle Linux program releases view "[Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)" (PDF)

4. Oracle Technical Support Levels

Exadata Premier Support

Exadata Premier Support consists of services in support of Exadata Storage Server software and services in support of Oracle Linux as defined in this section.

Support of the Exadata Storage Server Software program consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Major product 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
- Non-technical customer service during normal business hours

Support of the Oracle Linux programs is available only for Oracle Linux programs installed on the same disk drive as the Exadata Storage Server Software and the Database Servers of the Database Machine, if ordered.

Support for the Oracle Linux programs consists of:

- Unlimited service requests¹,
- Access to patches, fixes, security patches and security alerts,
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification²,
- Backport of fixes², using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule available at <http://linux.oracle.com/backport-schedule.html>,
- Right to use Oracle Management Pack for Linux,
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>,
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.

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 six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

Extended Support

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

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Major product 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 for Oracle Linux - Extended Support is not available for the Oracle Linux programs.

Sustaining Support

Sustaining Support will be available after Exadata Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

Exadata Storage Server Software - Program releases eligible for Sustaining Support will receive Exadata Premier Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Exadata Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Upgrade scripts created during Exadata Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product 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 for Exadata Storage Server Software does not include:

- New program updates, fixes, security alerts, and critical patch 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

Oracle Linux - Program releases eligible for Sustaining Support will receive Exadata Premier Support limited to the following:

- Access to patches, fixes, security patches and security alerts created during the Exadata Premier Support period
- Unlimited service requests (as defined above)

- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Sustaining Support for the Oracle Linux programs does not include:

- New patches, fixes, security patches 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

Software Update License & Support

Oracle offers Software Update License & Support services to customers, for licensed programs outside of the Exadata programs. For information about the available services, please refer to the Oracle Software Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

Oracle Premier Support for Systems

Oracle offers Oracle Premier Support for Systems services to customers for Oracle hardware. For information about the available services, please refer to the Oracle Hardware and Systems Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

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/us/support/policies/index.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/us/support/policies/index.html>.

5. 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.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Exadata Premier Support for the Oracle Linux programs installed on the same disk drive as the Exadata Storage Server Software only.

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

7. 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 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>.

8. Severity Definitions

Service requests for supported Oracle Exadata programs may be submitted by you either 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 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

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle Exadata programs: 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.

9. Contact Information

Phone numbers and contact information can be found on Oracle's support web site at [here](#).