

**Oracle PartnerNetwork Policies
(for Oracle PartnerNetwork Agreements executed after November 14, 2009)**

PURPOSE

This document describes the current policies applicable to your membership in the Oracle PartnerNetwork. Oracle may change these policies at its discretion. Please read these policies carefully as they contain the specific terms applicable to each Oracle PartnerNetwork membership level and are incorporated into the terms of your Oracle PartnerNetwork agreement (the "OPN Agreement"). For more information about the Oracle PartnerNetwork benefits listed in this document, go to <http://www.oracle.com/partners>.

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I. Membership and Benefits Overview

- a. Oracle PartnerNetwork Membership Levels. There are three membership levels in the Oracle PartnerNetwork program:
 - Silver
 - Gold
 - Platinum

You may enroll in the Oracle PartnerNetwork at any membership level for which you meet the criteria and requirements which are available at <http://www.oracle.com/partners> <select OPN Program/OPN Details by Level>.

- b. Oracle PartnerNetwork Membership Fees. The annual Oracle PartnerNetwork membership fees are set forth in the schedule below (plus applicable local taxes) and are payable within 30 days of enrollment in accordance with the terms of your OPN Agreement via the payment methods made available to you during the online enrollment process. If you are permitted to pay by purchase order, you must send a copy of the purchase order by mail or fax to Oracle within 3 days of enrollment.

Annual Membership Fee Schedule for Standard, Worldwide and Associate Partners

OPN Membership Level	Standard	Worldwide	Associate of a Gold level Worldwide member	Associate of a Platinum level Worldwide member
Platinum	US\$9,995	US\$9,995	50% of the Platinum Worldwide fee	\$0
Gold	US\$2500	US\$2500	50% of the Gold Worldwide fee	\$0
Silver	US\$500	N/A	\$500	\$0

- c. Oracle PartnerNetwork Specialized Program Benefits. As a member of the Oracle PartnerNetwork, you may receive the benefits and resources to support your business applicable to your membership level within the Oracle PartnerNetwork. The benefits that are available to you at your membership level are shown in the [OPN Specialized Program Benefits Table](#). The [OPN Specialized Program Benefits Table](#) and [Oracle's Benefit Decommissioning Policy](#) are incorporated into this policy by reference and are subject to change at Oracle's discretion. Please note that not all Oracle PartnerNetwork benefits and resources may be available to Oracle PartnerNetwork members that are United States government entities (including federal, state and local, public utility and higher educational entities) as indicated on the [OPN Specialized Program Benefits Table](#).
- d. Oracle PartnerNetwork Education Benefits Terms and Conditions. The Oracle PartnerNetwork Education training benefits and discounts provided to you as an Oracle PartnerNetwork member are for use solely in support of your employees' readiness and effectiveness in their roles using Oracle technologies in Oracle-related activities subject to the terms of your OPN Agreement and any applicable Oracle PartnerNetwork distribution agreement(s). Oracle PartnerNetwork Education training benefits and discounts may not:
- be used in support of your internal use of any programs licensed to you by Oracle or any Oracle partner;
 - be used in order to perform a competitive evaluation or to build a similar or competitive product or service or to develop competitive sales readiness for your sales teams offering products in competition with Oracle programs;
 - be extended to your end users, nor can they be used by you to provide training to your end users;
 - be combined with any other pricing promotions;
 - be redistributed and are nontransferable.

When purchasing Learning Credits, execution of a separate Learning Credits order document will be required at the time of purchase. Any Oracle PartnerNetwork Education training discounts are applied to the local price list of education products and services as found on the [Oracle University Complete Course Catalog](#) web page at the time of purchase, or for any private event training events, as presented to you by the local education representative. For [private events](#), any travel and expense (T&E) incurred by Oracle University as a part of the private event is not discountable. All T&E incurred by Oracle University is fully re-billable to you at 100%. Your Oracle PartnerNetwork education discount number must be provided at the time of your registration or purchase ([online or by phone](#)); if it is not, the order will be charged at Oracle's list price. Your OPN education discount may be applied to **Oracle Certification Program** ("OCP") exam vouchers purchased from Oracle University for the use of your employees only. OCP exam vouchers may not be resold or transferred to employees outside of your company.

- e. Benefits Measured on Revenue, Transactions, and/or Customer References. You may be eligible for some Oracle PartnerNetwork membership benefits or initiatives based on criteria that include revenue amounts, numbers of transactions, or numbers of customer references. Your achievement of such criteria will be based only on transactions with commercial customers. Transactions with public sector entities (including any government, legislature or decision making body, judiciary, court, instrumentality, department, or agency at any level (national, state, city, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank; and public utilities, public higher education, public K-12 schools, or public healthcare business entities) will not be included in the determination of your eligibility for such benefits or initiatives.

II. Technology Programs

If you are a member of the Oracle PartnerNetwork at the Gold or Platinum level, the term “technology programs” refers to those programs identified in the Database Knowledge Zone and Middleware Knowledge Zone. You may order an unlimited number of development and/or demonstration licenses for any technology programs included in the Database Knowledge Zone and the Middleware Knowledge Zone.

If you are a member of the Oracle PartnerNetwork at the Silver level, the term “technology programs” refers to those programs identified in the 1-Click Technology Knowledge Zone. You may order an unlimited number of development and/or demonstration licenses for any technology programs included in the 1-Click Technology Knowledge Zone.

Your use of any demonstration and/or development licenses is subject to the terms of your OPN Agreement and the License Definitions and Rules which is available at <http://www.oracle.com/partners> (log in, select Membership / Agreements and Policies). Please also review the [Development, Demonstration and Integration Licenses](#) web page on Oracle PartnerNetwork.

III. Application Programs

The term “application programs” refers to those programs identified in any Knowledge Zone other than the Database Knowledge Zone, the Middleware Knowledge Zone, and the 1-Click Technology Knowledge Zone.

If you are a member of the Oracle PartnerNetwork at the Gold or Platinum level, you may order an unlimited number of demonstration and/or integration licenses for the application programs identified in the Knowledge Zone(s) for which you have applied and been accepted.

If you are a member of the Oracle PartnerNetwork at the Silver level, you are not eligible to join any Knowledge Zones other than the 1-Click Technology Knowledge Zone and you may not order demonstration licenses or integration licenses for application programs.

Your use of any demonstration and/or integration licenses for application programs is subject to the terms of your OPN Agreement and the License Definitions and Rules document which is available at <http://www.oracle.com/partners> <log in, select Membership / Agreements and Policies). Please also review the [Development, Demonstration and Integration Licenses](#) web page on Oracle PartnerNetwork. **Please note that Oracle does not grant and partners do not receive development licenses for application programs.**

IV. Technical Support

You are eligible to receive the technical support benefits identified in the [OPN Specialized Program Benefits Table](#) applicable to your membership level and Specialization, if applicable, for the programs identified in the Knowledge Zone(s) into which you have been admitted. Unless otherwise specified in the [OPN Specialized Program Benefits Table](#), technical support benefits

may only be used for the purposes of supporting any development, demonstration or integration licenses granted to you pursuant to your OPN Agreement.

V. Methodology and Engagement Materials

Oracle may provide methodologies and engagement materials to you in support of your Oracle PartnerNetwork membership provided you have become “Specialized” in the particular Knowledge Zone for which such methodologies and engagement materials are available. Methodologies are sets of documents that define an operational framework designed to assist and accelerate consulting implementation projects. Engagement materials consist of: training, implementation tools, technical support, and personnel resources. The methodologies and engagement materials that are available vary by Knowledge Zone, and are documented on the applicable Knowledge Zone web pages on the Oracle PartnerNetwork website. Oracle shall at all times retain all rights, title, and interest, including intellectual property rights, in the methodologies and engagement materials.

VI. Logos

To promote your relationship with Oracle, you are allowed to use the Oracle logo applicable to your membership level provided that you meet the criteria and requirements which are available at <http://www.oracle.com/partners> <select OPN Program/OPN Details By Level>. If you are properly designated as “Specialized,” then you also may use the logo applicable to that Specialization. Your use of any logo is subject to the terms of your OPN agreement and Oracle’s Logo and Advertising Template Guidelines set forth at <http://www.oracle.com/partners> (log in, select Membership / Agreements and Policies).

VII. Marketing Benefits

You are eligible to receive the marketing benefits identified in the [OPN Specialized Program Benefits Table](#) that are applicable to your membership level and Specialization, if applicable, for the programs identified in the Knowledge Zones into which you have been accepted. The availability of marketing benefits is subject to Oracle’s sole discretion and other guidelines set forth in the [OPN Specialized Program Benefits Table](#).

VIII. Oracle PartnerNetwork Solutions Catalog

You may be permitted to enter information regarding your Oracle based software solutions into the Oracle PartnerNetwork Solutions Catalog provided that you accept the OPN Solutions Catalog Terms and Conditions and follow the submission process at <http://solutions.oracle.com>.

IX. Oracle Partner Management Application

You may be eligible to use Oracle’s Partner Management application. If you use Oracle’s Partner Management application, your use must maintain continuous compliance with your Privacy and Data Protection obligations in the OPN Agreement and Oracle’s Partner Management Opportunity Routing Policy. You may access Oracle’s Partner Management Opportunity Routing Policy at <http://oracle.com/partners> (log in, select Membership / Agreements and Policies). In the event that you register an opportunity and Oracle chooses not to pursue the opportunity, Oracle may pass the information on to another OPN member; you will ensure that you have provided any notices or obtained any consents necessary for Oracle to do so.

X. Additional Oracle Resources

During the term of your OPN Agreement, from time to time, Oracle may provide you with access to Oracle materials and services as described in the [OPN Specialized Program Benefits Table](#). Your use of the additional materials and/or services shall be subject to the terms of your OPN Agreement, these policies, and any additional written terms posted on the Oracle PartnerNetwork website related to the additional materials and/or services.

XI. Specialization

If you are a member of the Oracle PartnerNetwork at the Gold or Platinum level, or an Associate of a Worldwide partner at the Gold or Platinum level, you may apply to become “Specialized.” The term “Specialized” is a formal brand and is used as a way to market your company’s skills and expertise in key Oracle solution areas.

Each Knowledge Zone has its own criteria to become Specialized. You must apply for and be accepted as Specialized in each Knowledge Zone separately. Within the Oracle PartnerNetwork program, there are two different criteria sets that may enable you to become Specialized:

1. **Competency criteria** define the required number of qualified individuals, recognized as *specialists*, in sales, pre-sales, implementation, development and/or support.
2. **Business criteria** demonstrate your positive track record of implementing Oracle solutions by measuring numbers of implementations, sales transactions, and/or customer references.

For simplicity and to ensure that our standards are consistent when applied to all partners around the world, each Knowledge Zone specifies only one set of criteria that must be met to become Specialized. When you become Specialized in a Knowledge Zone, you will be eligible for the Specialization Benefits applicable to that Knowledge Zone as shown in the [OPN Specialized Program Benefits Table](#). By branding you Specialized and providing Specialization Benefits Oracle is not warranting your products or services to customers.

Once Specialized in a Knowledge Zone, you must maintain your Specialized status for that Knowledge Zone throughout the term of your Oracle PartnerNetwork membership. The Specialized criteria are subject to change at Oracle's sole discretion. If Specialized criteria applicable to you change during your Oracle PartnerNetwork membership, then you will have 6 months to meet the new criteria. You must validate that you continue to meet the then-current applicable Specialized criteria (i) six months after the Specialized criteria change, if such a change occurs, and (ii) when you renew your Oracle PartnerNetwork membership. In either case, if you fail to meet the then-current Specialized criteria, then your Specialized status and any related benefits, including your ability to use the applicable Specialized logo, will be withdrawn.

Specialization Criteria Measured on Revenue, Transactions, and/or Customer References. Your achievement of criteria measured on revenue amounts, numbers of transactions, and/or numbers of customer references will be based only on transactions with commercial customers. Transactions with public sector entities (including any government, legislature or decision making body, judiciary, court, instrumentality, department, or agency at any level (national, state, city, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank; and public utilities, public higher education, public K-12 schools, or public healthcare business entities) will not be included in the determination of your eligibility for such benefits or initiatives.

XI. Partner PRM Administrator

The Partner PRM Administrator is responsible for registering for Oracle Global Partner Relationship Management (PRM) System access from the Oracle PartnerNetwork. The Partner PRM Administrator's responsibilities are:

- manage your employees access to various application functions;
- create registrations and manage opportunities in Oracle's PRM application

The Partner PRM Administrator can assign the following roles and associated responsibilities to himself or to each of your employees who request access to OPN:

- ***Partner Program Administrator*** – Responsibility that provides the ability to manage your membership in the OPN, including enrolling in level programs, offerings and Specializations. They will also be responsible to bind your company to additional terms and conditions by clicking acceptance of agreements and addenda made available to you as part of your Oracle PartnerNetwork membership.

- **Partner OPN Member** – The default responsibility that only provides access to OPN content.
- **Partner Business User** – Responsibility that provides the ability to collaborate with Oracle on sales opportunities and register opportunities through the Open Market Model (OMM) initiative.
- **Partner Business Manager** – Responsibility that provides the ability to collaborate with Oracle on sales opportunities, register opportunities through the OMM initiative, and view or update all submitted or registered opportunities for your company.