

Oracle PartnerNetwork Policies

This document describes the current policies applicable to your membership in the Oracle PartnerNetwork (“OPN”). 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>.

CONTENT

- I. [Membership and Benefits Overview](#)
- II. [Products](#)
- III. [Technical Support](#)
- IV. [Methodology and Engagement Materials](#)
- V. [Logos](#)
- VI. [Marketing Benefits](#)
- VII. [Oracle Cloud Application Marketplace](#)
- VIII. [Oracle PartnerNetwork Solutions Catalog](#)
- IX. [Oracle Partner Store](#)
- X. [Additional Oracle Resources](#)
- XI. [Specialization](#)
- XII. [Cloud Designation](#)
- XIII. [Partner Administrator](#)

I. Membership and Benefits Overview

- a. Oracle PartnerNetwork Membership Levels. The following membership levels are addressed in these Oracle PartnerNetwork policies:
 - Silver
 - Gold
 - Platinum

- b. Oracle PartnerNetwork Membership Level Requirements. The following requirements apply to the membership levels indicated:
 - Gold membership level: Gold level members may achieve Specializations (see below) and qualification designations such as Exastack Optimized and Oracle Validated Integrations. For Gold membership, the maximum number of qualified Specializations, as defined below, and qualification designations combined is four (4). If a Gold member exceeds a combined total of four (4) qualified Specializations/qualification designations, then you must upgrade your membership to the Platinum membership level at the next renewal.

 - Platinum membership level: Platinum level members must achieve, at minimum, one of the following combinations of qualifying Specializations and/or qualification designations within the first twelve months of their OPN membership: (a) any combination of five (5) qualifying Specializations, Oracle Validated Integrations, or Exastack Optimized designations; or (b) any combination of five (5) total Exastack Ready or Exastack Optimized designations provided that at least one designation is an Exastack Optimized designation. If you fail to achieve one of the aforementioned combinations within the specified time period, then you must renew your membership at the Gold membership level.

- c. Oracle PartnerNetwork Membership Fees. The annual Oracle PartnerNetwork membership fees are set forth in the schedule below (not including 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 Members

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\$2,995	US\$2,995	50% of the Gold Worldwide fee	\$0
Silver	US\$500	N/A	\$500	N/A

The term “Associate” means your wholly and majority owned subsidiaries that are accepted into the Oracle PartnerNetwork pursuant to your Oracle PartnerNetwork Worldwide Agreement with Oracle. Associates must join the Oracle PartnerNetwork at the Silver membership level or above.

- d. Oracle PartnerNetwork Benefits. As a member of the Oracle PartnerNetwork, you may receive the benefits and resources to support your business. The benefits that are available to you at your membership level are shown in the [OPN Benefits Table](#). The [OPN 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 Benefits Table.
- e. 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 use of any Oracle products that you have acquired for your internal business operations;
 - 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 in competition with Oracle products and/or services;
 - 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. Pricing for any private event training will be presented to you by the local education representative and 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.

- f. Benefits Measured on Revenue, Transactions, and/or Customer References. **This section applies to Oracle PartnerNetwork members in the U.S. and Canada only.** You may be eligible for some Oracle PartnerNetwork membership benefits (excluding Specialization benefits) 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 will not be included in the determination of your eligibility for such benefits. Public sector entities include 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.

II. Products

a. 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 Technology Programs Knowledge Zones Table specified at <http://www.oracle.com/partners> (log in, select Manage Membership / Agreements & Policies). You may order an unlimited number of development and/or demonstration licenses for the foregoing technology programs.

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 for Midsize Companies Knowledge Zone which you may access at <http://www.oracle.com/partners>. You may order an unlimited number of development and/or demonstration licenses for any technology programs included in the 1-Click Technology for Midsize Companies Knowledge Zone.

If you have met the reselling criteria to distribute the programs in the Oracle Exadata Database Machine, Oracle Exalytics In-Memory Machine, or Oracle Exalogic Elastic Cloud Knowledge Zones, then the term "technology programs" in the OPN Agreement also applies to the programs in the applicable Knowledge Zone and you may order an unlimited number of demonstration licenses for such programs. **Please note that Oracle does not grant and OPN members do not receive development licenses for the programs in the Knowledge Zones listed in this paragraph pursuant to these OPN Policies.**

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>.

b. Application Programs

The term "application programs" refers to those programs identified in the Applications Programs Knowledge Zones Table specified at <http://www.oracle.com/partners>. If you are a member of the Oracle PartnerNetwork at the Gold or Platinum level, for the foregoing application programs, you may order an

unlimited number of (i) integration licenses for use with your proprietary application program as described in your OPN agreement; and/or (ii) demonstration licenses.

If you are a member of the Oracle PartnerNetwork at the Silver level, 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>. **Please note that Oracle does not grant and OPN members do not receive development licenses for application programs.**

c. Hardware

The term "hardware" refers to those offerings identified in the Hardware Knowledge Zones Table specified at <http://www.oracle.com/partners>. If you are a member of the Oracle PartnerNetwork at the Gold or Platinum level, for the foregoing hardware offerings, subject to Oracle's approval in its sole discretion, you may be eligible to order demonstration equipment subject to the OPN Agreement and additional written terms required by Oracle.

If you are a member of the Oracle PartnerNetwork at the Silver level, you may not order demonstration equipment.

d. Cloud Services

The term "cloud services" refers to those offerings identified in the Cloud Services Knowledge Zones Table specified at <http://www.oracle.com/partners>. If you are a member of the Oracle PartnerNetwork at the applicable level, for the foregoing cloud services offerings, subject to Oracle's approval in its sole discretion, you may be eligible to access cloud services demonstration environments and/or rights to demonstrate and market the interoperability of Oracle cloud services with your cloud offerings subject to the terms of the OPN Agreement and additional written terms required by Oracle.

III. Technical Support

During your Oracle PartnerNetwork membership, you are eligible to receive the technical support benefits identified in the [OPN Benefits Table](#) applicable to your membership level and Specialization, if applicable, for the programs identified in the applicable Knowledge Zone(s) or in the OPN Benefits Table. Unless otherwise specified in the [OPN 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.

To the extent you provide personal information to Oracle (other than necessary contact information regarding your respective employees, partners, customers and prospects in connection with the performance of the agreement) as part of Oracle's provision of any support services under the OPN Agreement, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the support services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to such support services is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference. The Oracle Data Processing Agreement for Oracle Services does not apply to education services.

IV. Methodologies 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 implementation and/or installation projects. Engagement materials may consist of: implementation tools, templates, installation tools, installation scripts, utilities, the Enterprise Installation Services DVD, training, 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.

V. Logos

To promote your relationship with Oracle, you are allowed to use the Oracle logos specified below which are made available to you. Your use of any logo is subject to the terms of your OPN Agreement and the Oracle PartnerNetwork Brand Guidelines set forth at <http://www.oracle.com/partners> as well as the terms set forth below.

- a. OPN Membership logos
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>.
- b. Specialized logos
If you are properly designated as “Specialized,” then you also may use the logo applicable to that Specialization.
- c. Advanced Specialized logos
If you are properly designated as “Advanced Specialized,” then you also may use the logo applicable to that Advanced Specialization.
- d. Cloud Designation logos
If you apply for and are accepted for a Cloud Designation, pursuant to the terms in Section XII herein, then you may use the logo for that Cloud Designation, subject to the terms of these Oracle PartnerNetwork Policies and of the Oracle PartnerNetwork Brand Guidelines set forth at <http://www.oracle.com/partners>. If you no longer meet any of the requirements, you must stop using the applicable logo. If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of any Oracle Cloud Designation logo, you will remove the logo from any and all websites within three business days of the date of Oracle’s notice to you of such breach and you will stop distributing collateral containing the logo immediately upon Oracle’s notice of such breach. In addition, Oracle may terminate your participation in the Oracle Cloud Designation initiative and/or the Oracle PartnerNetwork, at Oracle’s sole discretion. Oracle may create and publish lists of OPN members participating in the Oracle Cloud Designation initiative. By applying to participate in the Oracle Cloud Designation initiative, you agree that Oracle may use your name in such lists.

The following is the list of Cloud Designation logos:

Global Cloud Elite
Cloud Elite
Cloud Premier
Cloud Select
Cloud Standard

Global Cloud Elite Human Capital Management
Global Cloud Elite Enterprise Resource Planning
Global Cloud Elite Enterprise Performance Management
Global Cloud Elite Customer Experience
Global Cloud Elite Platform as a Service

Global Cloud Elite Infrastructure as a Service

Cloud Elite - North America
Cloud Elite - Latin America
Cloud Elite - Europe, Middle East, and Africa
Cloud Elite - Japan
Cloud Elite - Asia Pacific
Cloud Elite Human Capital Management - North America
Cloud Elite Human Capital Management - Latin America
Cloud Elite Human Capital Management - Europe, Middle East, and Africa
Cloud Elite Human Capital Management - Japan
Cloud Elite Human Capital Management - Asia Pacific
Cloud Elite Enterprise Resource Planning - North America
Cloud Elite Enterprise Resource Planning - Latin America
Cloud Elite Enterprise Resource Planning - Europe, Middle East, and Africa
Cloud Elite Enterprise Resource Planning - Japan
Cloud Elite Enterprise Resource Planning - Asia Pacific
Cloud Elite Enterprise Performance Management - North America
Cloud Elite Enterprise Performance Management - Latin America
Cloud Elite Enterprise Performance Management - Europe, Middle East, and Africa
Cloud Elite Enterprise Performance Management - Japan
Cloud Elite Enterprise Performance Management - Asia Pacific
Cloud Elite Customer Experience - North America
Cloud Elite Customer Experience - Latin America
Cloud Elite Customer Experience - Europe, Middle East, and Africa
Cloud Elite Customer Experience - Japan
Cloud Elite Customer Experience - Asia Pacific
Cloud Elite Platform as a Service - North America
Cloud Elite Platform as a Service - Latin America
Cloud Elite Platform as a Service - Europe, Middle East, and Africa
Cloud Elite Platform as a Service - Japan
Cloud Elite Platform as a Service - Asia Pacific
Cloud Elite Infrastructure as a Service - North America
Cloud Elite Infrastructure as a Service - Latin America
Cloud Elite Infrastructure as a Service - Europe, Middle East, and Africa
Cloud Elite Infrastructure as a Service - Japan
Cloud Elite Infrastructure as a Service - Asia Pacific

Cloud Premier - North America
Cloud Premier - Latin America
Cloud Premier - Europe, Middle East, and Africa
Cloud Premier - Japan
Cloud Premier - Asia Pacific

Cloud Select - North America
Cloud Select - Latin America
Cloud Select - Europe, Middle East, and Africa
Cloud Select - Japan
Cloud Select - Asia Pacific

e. Validated Integration logos

If you participate in the Oracle Validated Integration initiative and have executed the Oracle Application Integration Validation Addendum to the OPN Agreement then you also may use the applicable logo.

f. Value Added Distributor logos

If you have entered into a Value Added Distributor agreement with Oracle then you also may use the applicable logo.

g. Oracle Exastack Ready logos

- Quality Control and Technical Requirements
 - In order to be eligible to participate in the Oracle Exastack Ready Program and to use the applicable logos which are available at <http://www.oracle.com/partners>, you must meet the following criteria, in addition to any eligibility criteria specified on the OPN website.
 - (1) Your application must be generally commercially available to commercial customers.
 - (2) You must publish a commercial price for your application on your standard price list or price schedule.
 - (3) Your application must be supported by a professional technical support service organization.
 - (4) You must have (i) a minimum of one OPN Support Specialist for the applicable Oracle Exastack Ready software program; (ii) be a member in the Oracle Collaborative Vendor Support Program, also known as the Multi-Vendor Support Program; or (iii) be listed as a TSA-net vendor.
 - (5) You must regularly release new updates of your application and/or new version releases of your application to your customers to whom you provide technical support.
 - (6) You agree to update your application to work with any version of the applicable related Oracle software product that is currently supported by the corresponding Oracle Engineered System (e.g., for Exadata Ready, your application can support Oracle Database 11g or 12c).
 - (7) You agree to issue a public support statement, data sheet, or press release verifying that your application supports the applicable Oracle Engineering System.
- Logo Placement
 - You may place the applicable Oracle Exastack Ready logo on collateral and your website.
 - You may not place the applicable Oracle Exastack Ready logo on your software product (e.g., not in splash screens, about screens, help screens, help menus, product media such as a DVD, or product packaging).
 - You may not place the applicable Oracle Exastack Ready logo on any hardware product.
- If your product no longer meets any of these requirements, you must stop using the applicable logo.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of any Oracle Exastack Ready logo, you will remove the logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle Exastack Ready Program and/or the Oracle PartnerNetwork, at Oracle's sole discretion.
- Oracle may create and publish lists of OPN members and/or products participating in the Oracle Exastack Ready Program. By applying to participate in the Oracle Exastack Ready Program you agree that Oracle may use your name and/or your application's name in such lists.

h. Oracle Exastack Optimized logos

- Quality Control and Technical Requirements
 - Oracle Exastack Optimized includes the use of the following logos: Oracle Exadata Optimized, Oracle Exalogic Optimized and SPARC SuperCluster Optimized. In order to use the Oracle Exastack Optimized logos you must continuously comply with your obligations under the Oracle Exastack Optimized Addendum to the OPN Agreement.
 - (1) You agree to update your application to work with any version of the applicable related Oracle software product that is currently supported by the corresponding Oracle Engineered System (e.g., for Exastack Optimized, your application can support Oracle Database 11g or 12c).
 - Oracle Exadata Optimized
 - You must have tested your application with the latest version of Oracle Exadata Database Machine and completed Oracle Exadata Optimized testing according to Oracle Exastack Optimized standards.

- Oracle Exalogic Optimized
You must have tested your application with the latest version of Oracle Exalogic Elastic Cloud and completed Oracle Exalogic Optimized testing according to Oracle Exastack Optimized standards.
- SPARC SuperCluster Optimized
You must have tested your application with the latest version of SPARC SuperCluster and completed SPARC SuperCluster Optimized testing according to SPARC SuperCluster Optimized standards.
- Oracle Exalytics In-Memory Machine Optimized
You must have tested your application with the Oracle Exalytics In-Memory Machine and completed Oracle Exalytics In-Memory Machine Optimized testing according to Oracle Exalytics In-Memory Machine Optimized standards.
- Oracle Database Appliance Optimized
You must have tested your application with the Oracle Database Appliance and completed Oracle Database Appliance Optimized testing according to Oracle Database Appliance Optimized standards.
- Oracle Big Data Appliance Optimized
You must have tested your application with the Oracle Big Data Appliance and completed Oracle Big Data Appliance Optimized testing according to Oracle Big Data Appliance Optimized standards.
- Logo Placement
 - You may place the applicable Oracle Exastack Optimized logo on collateral and your website.
 - You may not place the applicable Oracle Exastack Optimized logo on your software product (e.g., not in splash screens, about screens, help screens, help menus, product media such as a DVD, or product packaging).
 - You may not place the applicable Oracle Exastack Optimized logo on any hardware product.
- If your product no longer meets any of these requirements, you must stop using the applicable logo.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of any Oracle Exastack Optimized logo, you will remove the logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle Exastack Optimized Program and/or the Oracle PartnerNetwork, at Oracle's sole discretion.

i. Oracle Cloud Platform Ready logo

In order to qualify for Oracle Cloud Platform Ready, OPN members must:

- have an active OPN membership at Silver level or higher;
- complete the Oracle Cloud Marketplace landing pad registration form;
- have an application product which supports an Oracle Cloud compatible operating system and/or technology products; and
- have an application product that is commercially available and licensable.
- Logo Placement
 - You may place the Oracle Cloud Platform Ready logo on collateral and your website.
 - You may not place the applicable Oracle Cloud Platform Ready logo on your software product (e.g., not in splash screens, about screens, help screens, help menus, product media such as a DVD, or product packaging).

- You may not place the applicable Oracle Platform Ready logo on any hardware product.
- If your product no longer meets any of these requirements, you must stop using the Cloud Platform Ready logo.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of the Oracle Cloud Platform Ready logo, you will remove the logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle Cloud Marketplace and/or the Oracle PartnerNetwork, at Oracle's sole discretion.
- Oracle may create and publish lists of OPN members and/or products qualifying for the Oracle Cloud Platform Ready logo and/or participating in the Oracle Cloud Marketplace. By applying for the Oracle Cloud Marketplace program and/or by using the Cloud Platform Ready logo you agree that Oracle may use your name and/or your application's name in such lists.

j. Oracle Cloud Managed Service Provider logo

In order to qualify for Oracle Cloud Managed Service Provider logo, OPN members must:

- have an active OPN membership at Gold level or higher;
- complete all applicable requirements on the Oracle Cloud Managed Services Provider Knowledge Zone; and
- be accepted by Oracle into the Oracle Cloud Managed Service Provider Program, at Oracle's sole discretion; and
- sign Oracle's required contractual documents.
- Logo Placement
 - You may place the Oracle Cloud Managed Service Provider logo on collateral and your website.
 - You may not place the applicable Oracle Managed Service Provider logo on your software product (e.g., not in splash screens, about screens, help screens, help menus, product media such as a DVD, or product packaging).
 - You may not place the applicable Oracle Cloud Managed Service Provider logo on any hardware product.
- If you no longer meet any of these requirements, you must stop using the Oracle Cloud Managed Service Provider logo.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of the Oracle Cloud Managed Service Provider logo, you will remove the logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle Cloud Managed Service Provider Program, Oracle Cloud Marketplace, and/or the Oracle PartnerNetwork, at Oracle's sole discretion.
- Oracle may create and publish lists of OPN members and/or products qualifying for the Oracle Cloud Managed Service Provider logo and/or participating in the Oracle Cloud Marketplace. By applying for the Oracle Cloud Marketplace program and/or by using the Cloud Managed Service Provider logo you agree that Oracle may use your name and/or your application's name in such lists.

k. Oracle Cloud Excellence Implementer logo

In order to qualify for the Oracle Cloud Excellence Implementer logo, OPN members must:

- have an active OPN membership at Gold level or higher;
- complete all applicable requirements for the Oracle Cloud Excellence Implementer program specified at <http://www.oracle.com/partners>; and
- be accepted by Oracle into the Oracle Cloud Excellence Implementer program, at Oracle's sole discretion; and
- sign Oracle's required contractual documents.
- Logo Placement
 - You may place the Oracle Cloud Excellence Implementer logo on collateral and your website.
 - You may not place the applicable Oracle Cloud Excellence Implementer logo on your software product (e.g., not in splash screens, about screens, help screens, help menus, product media such as a DVD, or product packaging).
 - You may not place the applicable Oracle Cloud Excellence Implementer logo on any hardware product.
- If you no longer meet any of these requirements, you must stop using the Oracle Cloud Excellence Implementer logo.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of the Oracle Cloud Excellence Implementer logo, you will remove the logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle Cloud Excellence Implementer program and/or the Oracle PartnerNetwork, at Oracle's sole discretion.
- Oracle may create and publish lists of OPN members and/or services qualifying for the Oracle Cloud Excellence Implementer logo. By applying for the Oracle Cloud Excellence Implementer program and/or by using the Oracle Cloud Excellence Implementer logo you agree that Oracle may use your name and/or your services' name in such lists.

I. Powered By Oracle Cloud and Integrated With Oracle Cloud logos

In order to qualify for the Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s), OPN members must:

- have an active OPN membership at Silver level or higher;
- complete the Oracle Cloud Marketplace landing pad registration form;
- have an application product which runs on Oracle PaaS/IaaS and/or integrates with Oracle SaaS/PaaS/IaaS; and
- have an application product that is commercially available and licensable.
- Logo Placement
 - You may place the applicable Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s) on collateral and your website.
 - You may not place the applicable Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s) on your software product (e.g., not in splash screens, about screens, help screens, help menus, product media such as a DVD, or product packaging).
 - You may not place the applicable Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s) on any hardware product.
- If you no longer meet any of these requirements, you must stop using the Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s).
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of the

Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s), you will remove the applicable logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the applicable logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle Cloud Marketplace and/or the Oracle PartnerNetwork, at Oracle's sole discretion.

- Oracle may create and publish lists of OPN members and/or products qualifying for the Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s). By applying for the Oracle Cloud Marketplace program and/or by using the Powered By Oracle Cloud and/or Integrated With Oracle Cloud logo(s) you agree that Oracle may use your name and/or your application's name in such lists.

m. Oracle Product Images

You are allowed to use certain Oracle product images, as specified below, in your marketing and sales materials. Your use of any product image is subject to the terms of your OPN Agreement and the Oracle PartnerNetwork Brand Guidelines set forth at <http://www.oracle.com/partners> as well as the terms set forth below.

- Oracle has developed product packaging artwork, box shots, photography and images ("product images") for a number of Oracle products and services. These Oracle product images may contain logos, logotypes, and signatures developed by Oracle. If you are a member of the Oracle PartnerNetwork at the Silver level, then you are allowed to use the product images for those Oracle products identified in the 1-Click Technology for Midsize Companies, Oracle Database Appliance, and Oracle Cloud Solutions Knowledge Zones. If you are a member of the Oracle PartnerNetwork at the Gold level or higher, then you are allowed to use the product images for those Oracle products for which Oracle makes images available to you in the Oracle image library.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of any Oracle product image, you will remove that product image from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the product image immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle PartnerNetwork at Oracle's sole discretion.

n. Oracle Product Logos

You are allowed to use certain Oracle product logos, as specified below, in your marketing and sales materials. Your use of any product logo is subject to the terms of your OPN Agreement and the Oracle PartnerNetwork Brand Guidelines set forth at <http://www.oracle.com/partners> as well as the terms set forth below.

- Oracle has developed product logos for a number of Oracle products and services. If you are a member of the Oracle PartnerNetwork at the Silver level, then you are allowed to use the product logos for those Oracle products identified in the 1-Click Technology for Midsize Companies, Oracle Database Appliance, and Oracle Cloud Solutions Knowledge Zones. If you are a member of the Oracle PartnerNetwork at the Gold level or higher, then you are allowed to use the product logos for those Oracle products you are authorized to sell.
- If you breach any of the requirements set forth in these OPN Policies, or the OPN Agreement, or the Oracle PartnerNetwork Brand Guidelines with regard to use of any Oracle product logo, you will remove that product logo from any and all websites within three business days of the date of Oracle's notice to you of such breach and you will stop distributing collateral containing the product logo immediately upon Oracle's notice of such breach. In addition, Oracle may terminate your participation in the Oracle PartnerNetwork at Oracle's sole discretion.

VI. Marketing Benefits

During your Oracle PartnerNetwork membership, you are eligible to receive the marketing benefits identified in the [OPN Benefits Table](#) that are applicable to your membership level, Specialization, and/or Cloud Designation. The availability of marketing benefits is subject to Oracle's sole discretion and other guidelines set forth in the OPN Benefits Table.

VII. Oracle Cloud Application Marketplace

You may be permitted to enter information regarding your cloud software solutions into the Oracle Cloud Marketplace at <http://cloud.oracle.com/marketplace> if you meet the requirements defined on the Oracle PartnerNetwork. Your use of the Oracle Cloud Marketplace shall be subject to the terms of your OPN Agreement, these policies, and the Oracle Terms of Use posted on the Oracle Cloud Marketplace excluding the following restrictions in the Oracle Terms of Use: (i) section 4 (a) prohibiting use for commercial purposes and (ii) section 6 (j) regarding the promoting or advertising of goods or services.

VIII. Oracle PartnerNetwork Solutions Catalog

You may be permitted to enter information regarding your Oracle based software solutions into the Oracle PartnerNetwork Solutions Catalog <http://solutions.oracle.com/>. Your use of the Solutions Catalog shall be subject to the terms of your OPN Agreement, these policies, and the Oracle Terms of Use posted on the Oracle PartnerNetwork website excluding the following restrictions in the Oracle Terms of Use: (a) section 4 (a) prohibiting use for commercial purposes and (b) section 6 (j) regarding the promoting or advertising of goods or services.

IX. Oracle Partner Store

You may be eligible to use the Oracle Partner Store, subject to the Oracle Store Policies stated therein. If you use the Oracle Partner Store, your use must maintain continuous compliance with your Privacy and Data Protection obligations in the OPN Agreement and the Oracle Open Market Model Policy. You may access the OPN Agreement and the Oracle Open Market Model Policy at <http://www.oracle.com/partners>. In the event that you register an opportunity on the Oracle Partner Store 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 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 member 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. By branding you Specialized and providing Specialization Benefits, Oracle is not warranting your products or services to customers.

Each Specialization within a Knowledge Zone has unique criteria for determining "Specialized" status. You must apply for and be accepted as Specialized in each Specialization separately. Within the Oracle PartnerNetwork program, there are two different kinds of criteria used to qualify members for Specialized status:

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 OPN members around the world, each Specialization within a Knowledge Zone specifies only one set of criteria that must be met to achieve Specialized status. You may access the rules for criteria validation at <http://www.oracle.com/partners>.

You may also apply to become Advanced Specialized. To become Advanced Specialized you must achieve Specialized status for the applicable product and in addition you must employ 50 or more Oracle certified implementation specialists.

Where applicable, a Specialization is based on a specific product version which is identified in the Specialization on OPN and in its logo. You apply and are approved for Specialized or Advanced Specialized status based on the current product version. When the product version of a Specialization changes, you must achieve the criteria and apply for the new product version of the Specialization within one year of its launch date. You will be notified of new Specialization product version launch dates through Oracle communications.

Specializations not based on specific product versions may be updated to ensure currency. If the update includes a change in criteria, you will be notified through Oracle communications that you will have 180 days to meet the new criteria.

When you achieve a Specialization, you will be eligible for the Specialization Benefits as shown in the OPN Benefits Table. In order to receive Benefits for Specialization and/or to meet the criteria for Platinum membership status, you must be on a qualifying version of the Specialization. In cases where Specialization criteria include prerequisite Specializations, the prerequisite Specializations must be on qualifying versions, unless otherwise stated.

A “qualifying version” of a Specialization is either (i) the most recent version or (ii) the previous version if within one year of the launch date of the most recent version. Once you achieve Specialized status on the most recent version then your Specialization in the previous version remains valid but is no longer eligible for Specialization Benefits and will not count towards the criteria for Platinum membership status.

Oracle may retire Specializations. When a Specialization is retired, it will be identified as either:

- (i) a non-qualifying Specialization, meaning that it remains a valid Specialization, but is no longer eligible for Specialization Benefits and will not count towards the criteria for Platinum membership status*; or
- (ii) an expired Specialization that is no longer valid.

In either case, you will be notified through Oracle communications at least 180 days prior to the status change.

(*In cases where Oracle no longer has an exam available for fulfilling the criteria for a specific non-qualifying Specialization, a notification will be placed in the description of such non-qualifying Specialization in the Specialization Guide at <http://www.oracle.com/partners>. The notification will indicate that partners possessing such non-qualifying Specialization met the criteria at the time they achieved such non-qualifying Specialization, but adherence to criteria is no longer validated since Oracle no longer has a qualifying exam available.)

Once your Specialized status for a Specialization is approved it will remain valid as long as the Specialization has not been retired by Oracle and you continue to meet the Specialization criteria and remain a member of OPN with a valid OPN agreement.

Worldwide members and their Associates, at the Gold or Platinum membership level, will be given credit for their collective resources toward meeting the Specialization business and competency criteria provided the Worldwide and/or Associate member deploys such resources globally.

The Specialized criteria are subject to change at Oracle's sole discretion. If Specialized criteria change you will have 180 days to meet the new criteria. Oracle may, from time to time, verify that you continue to meet Specialization criteria. You agree to provide any and all information requested by Oracle in order to conduct such verification. If Oracle notifies you that you do not meet the Specialization criteria, you will be given 180 days to achieve the Specialization criteria. If you fail to meet the then-current Specialization criteria at the end of the 180 day period 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. **This section applies to Oracle PartnerNetwork members in the U.S. and Canada only.** If you are an Oracle PartnerNetwork member in the U.S. or Canada and you achieve Specialized status by meeting the business criteria using (a) transactions with public sector entities and/or (b) customer references from public sector entities then your Specialization Benefits will be limited as shown in the OPN Benefits Table. Public sector entities include 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.

XII. Cloud Designation

If you are a member of the Oracle PartnerNetwork at the Silver, Gold, or Platinum level, or an Associate of a Worldwide member at the Silver, Gold, or Platinum level, you may apply for Cloud Designations, as applicable. The Cloud Designations are formal brands and are used as a way to market your company's skills and expertise in key Oracle solution areas. By allowing you to use the Cloud Designations and providing you with associated benefits, Oracle is not warranting your products or services to customers.

Each Cloud Designation has unique qualification criteria. You must separately apply for and be accepted for each Cloud Designation. You may access the rules for criteria validation in the Cloud Designation Guide at <http://www.oracle.com/partners>. When you achieve a Cloud Designation, you will be eligible for the benefits for that Cloud Designation as shown in the OPN Benefits Table.

Once your Cloud Designation is approved, it will remain valid as long as you continue to meet the applicable criteria for that Cloud Designation and remain a member of OPN with a valid OPN agreement.

Worldwide members and their Associates, at the Silver, Gold, or Platinum membership level, will be given credit for their collective resources toward meeting the criteria for the global or regional Cloud Designation for which they apply, provided the Worldwide and/or Associate member deploys such resources in the territory to which such Cloud Designation applies.

The criteria for each Cloud Designation are subject to change at Oracle's sole discretion. If the criteria for a Cloud Designation change you will have 180 days to meet the new criteria. Oracle may, from time to time, verify that you continue to meet the criteria for the applicable Cloud Designation. You agree to provide any and all information requested by Oracle in order to conduct such verification. If Oracle notifies you that you do not meet the criteria for the applicable Cloud Designation, you will be given 180 days to achieve the criteria. If you fail to meet the then-current Cloud criteria for the applicable Cloud Designation at the end of the 180 day period, then your Cloud Designation status and any related benefits, including your ability to use the applicable Cloud Designation logo, will be withdrawn.

Cloud Designation Criteria Measured on Revenue, Transactions, and/or Customer References. **Public Sector:** OPN members in the U.S., Canada, and Latin America may not include transactions (resell, referral, or cosell) with public sector entities for the purposes of achieving Cloud Designation status.

Furthermore, transactions with public sector entities in the U.S., Canada, and Latin America will not be included in determining any benefit associated with any Cloud Designation that is based on the number of transactions, revenue amounts, or any other metric based on sales. Public sector entities include 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.

XIII. Partner Administrator

As a member of the Oracle PartnerNetwork, you will have access to the Oracle PartnerNetwork website and applications. You are responsible for assigning system roles and responsibilities to your users including the Partner Administrator role described below. You acknowledge and agree that (A) the Partner Administrator has the capacity and authority to enter into contracts on your company's behalf for the Oracle PartnerNetwork benefits, programs, offerings or initiatives as part of your Oracle PartnerNetwork membership and to bind your company and your wholly and majority owned subsidiaries to the terms of your OPN Agreement and any amendments or addenda thereto, and (B) you acknowledge and agree that Oracle may treat any contracts entered into by your Partner Administrator as authorized by you.

The Partner Administrator is responsible for managing your company's membership in the OPN. The Partner Administrator's responsibilities include but are not limited to the following:

- membership enrollment and renewal;
- apply for the ability to resell Oracle products and services and bind your company and majority owned subsidiaries to any applicable contractual terms and conditions;
- apply for Specializations;
- apply for any other initiatives and offerings; and
- if you have a Worldwide membership, accept your Associate members and bind them to the terms of your OPN Agreement.

The Partner Administrator is responsible for registering your company for access to Oracle Partner Store (OPS). The Partner Administrator's responsibilities include but are not limited to the following:

- all of the Partner Administrator responsibilities shown above;
- grant or remove access to the Oracle PartnerNetwork for your employees/contractors and define each employee/contractor's access to certain functionality within the Oracle PartnerNetwork system;
- perform an active review of your employees/contractors' access at least once per quarter; and
- create registrations and manage opportunities in OPS as defined above.

The Partner Administrator can assign the following roles and associated responsibilities to itself or to each of your users who request access to the Oracle PartnerNetwork and OPS:

- **Partner User** – The default role that provides access to OPN content and OPS.
- **Deal Registration User** – Responsibility that provides access to OPN secure content and OPS, with the ability to register deals and opportunities.