



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 ("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>.

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I. Membership and Benefits Overview

- a. Oracle PartnerNetwork Membership Levels. There are four membership levels addressed in these Oracle PartnerNetwork policies:
 - Silver
 - Gold
 - Platinum
 - Diamond
- b. 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 Partners

OPN Membership Level	Standard	Worldwide	Associate of a Gold level Worldwide member	Associate of a Platinum level Worldwide member	Associate of a Diamond level Worldwide member
Diamond	US\$9,995	US\$9,995	50% of the Diamond Worldwide fee	\$0	\$0
Platinum	US\$9,995	US\$9,995	50% of the Platinum Worldwide fee	\$0	\$0
Gold	US\$2,995	US\$2,995	50% of the Gold Worldwide fee	\$0	\$0
Silver	US\$500	N/A	\$500	\$0	\$0

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.

- c. 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.
- 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. 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.

- e. **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. Technology Programs

If you are a member of the Oracle PartnerNetwork at the Gold, Platinum or Diamond level, the term "technology programs" refers to those programs identified on the Sell tab of the Database Knowledge Zone and Middleware Knowledge Zone as available for resale. 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 for Midsize Companies Knowledge Zone. 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.

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).

III. Application Programs

The term "application programs" refers to those programs identified on the Sell tab of any Knowledge Zone as available for resale other than the Database Knowledge Zones, the Middleware Knowledge Zones, and the Server and Storage Systems Knowledge Zones.

If you are a member of the Oracle PartnerNetwork at the Gold, Platinum, or Diamond 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 for Midsize Companies 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 note that Oracle does not grant and partners do not receive development licenses for application programs.**

IV. 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 Knowledge Zone(s) into which you have been admitted. 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.

V. 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.

VI. 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> (log in, select Membership / Agreements and Policies) 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> (log in, select OPN Program / OPN Details by Level).
- 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. 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.
- e. Value Added Distributor logos
If you have entered into a Value Added Distributor agreement with Oracle then you also may use the applicable logo.
- f. Oracle Exastack Ready logos
 - Quality Control and Technical Requirements
 - The Oracle Exastack Ready Program includes the use of the following logos: Oracle Solaris Ready, Oracle Linux Ready, Oracle Database Ready, Oracle WebLogic Ready, Oracle Exadata Ready, Oracle Exalogic Ready and Oracle VM Ready. In order to be eligible to participate in the Oracle Exastack Ready Program and to use the applicable logos, 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) You must validate your application to function with the applicable Oracle Exastack Ready software program at the application suite level and not the application module level.
 - (4) Your application must be supported by a professional technical support service organization.
 - (5) 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 Multi-Vendor Support Program; or (iii) be listed as a TSAnet vendor.
 - (6) 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.
 - (7) You agree to update your application to work with the applicable Oracle Exastack Ready software program within 12 months of Oracle's release of a new major release or version of the applicable Oracle Exastack Ready software program.
- Oracle Solaris Ready
You must have tested your application with the latest version of Oracle Solaris and validated that it meets generally accepted industry standards for the general availability of a production (not alpha or beta release) software product.
 - Oracle Linux Ready
You must have tested your application with Oracle Enterprise Linux v5.5 and validated that it meets generally accepted industry standards for the general availability of a production software product.
 - Oracle Database Ready
You must have tested your application with the latest version of the Oracle Database and validated that it meets generally accepted industry standards for the general availability of a production software product.
 - Oracle WebLogic Ready
You must have tested your application with the latest version of Oracle WebLogic and validated that it meets generally accepted industry standards for the general availability of a production software product.
 - Oracle Exadata Ready
You must have tested your application with the latest version of Oracle Exadata Database Machine and validated that it meets generally accepted industry standards for the general availability of a production software product.
 - Oracle Exalogic Ready
You must have tested your application with the latest version of Oracle Exalogic Elastic Cloud and validated that it meets generally accepted industry standards for the general availability of a production software product.
 - Oracle VM Ready
You must have tested your application with Oracle VM 3.0 or higher and validated that it meets generally accepted industry standards for the general availability of a production software product
 - 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 partners 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.

g. Oracle Exastack Optimized logos

- **Quality Control and Technical Requirements**
 - Oracle Exastack Optimized includes the use of the following logos: Oracle Exadata Optimized and Oracle Exalogic 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.
 - **Oracle Exadata Optimized**
You must have tested your application with the latest version of Oracle Exadata Database Machine and complete 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 complete Oracle Exalogic Optimized testing according to Oracle Exastack 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.

VII. 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 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 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 <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 restriction in the Terms of Use section 6 (j) regarding the promoting or advertising of goods or services.

IX. Oracle Partner Relationship Management Application

You may be eligible to use Oracle's Partner Relationship Management application. If you use Oracle's Partner Relationship Management application, your use must maintain continuous compliance with your Privacy and Data Protection obligations in the OPN Agreement and Oracle's Partner Relationship Management Opportunity Routing Policy. You may access Oracle's Partner Relationship 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 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, Platinum or Diamond level, or an Associate of a Worldwide partner at the Gold, Platinum or Diamond 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 unique criteria for determining "Specialized" status. You must apply for and be accepted as Specialized in each Knowledge Zone separately. Within the Oracle PartnerNetwork program, there are two different kinds of criteria used:

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 achieve Specialized status. 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 Benefits Table. By branding you Specialized and providing Specialization Benefits Oracle is not warranting your products or services to customers.

Once your Specialized status for a Knowledge Zone is approved, your Specialized status in that Knowledge Zone shall continue for 1 year from the approval date provided that you have a valid OPN agreement and are an active member in OPN in good standing. Once Specialized in a Knowledge Zone, you must annually renew and validate that you continue to meet the Specialized criteria for that Knowledge Zone. The Specialized criteria are subject to change at Oracle's sole discretion. If Specialized criteria change during the 12 month term of your Specialized status, 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, and (ii) when you renew your Oracle PartnerNetwork Specialization status annually. 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. **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. Partner PRM Administrator and Partner Program 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 Program Administrator role and the Partner PRM Administrator role described below. You acknowledge and agree that (A) the Partner Program Administrator and the Partner PRM Administrator have 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 Program Administrator and/or Partner PRM Administrator as authorized by you.

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

- membership enrollment and renewal;
- apply for Knowledge Zones;
- apply for the ability to resell Oracle programs 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 PRM Administrator is responsible for registering your company for access to Oracle's Global Partner Relationship Management (PRM) System. The Partner PRM Administrator's responsibilities include but are not limited to the following:

- all of the Partner Program Administrator responsibilities shown above;
- grant or remove access to the Oracle PartnerNetwork for your employees and define each employee's access to certain functionality within the Oracle PartnerNetwork system; and
- create registrations and manage opportunities in Oracle's Partner Management application as defined above.

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

- **Partner OPN Member** – The default responsibility that only provides access to OPN content.

- **Partner Business User** – Responsibility that provides the ability to communicate with Oracle on sales opportunities and register opportunities Oracle's Partner Management application as defined above.
- **Partner Business Manager** – Responsibility that provides the ability to communicate with Oracle on sales opportunities, register opportunities, and view or update all submitted or registered opportunities for your company in Oracle's Partner Management application as defined above.