Oracle Cloud – IaaS Hosting and Delivery Policies  
**Effective Date:** 29-Oct-2014

Unless otherwise stated, these Oracle Cloud Hosting and Delivery Policies (the “Delivery Policies”) describe the Oracle Cloud Infrastructure-as-a-Service ordered by you (the “IaaS Cloud Services”). These Delivery Policies may reference other Oracle Cloud Policy documents; any reference to “Customer” in these Delivery Policies or in such other policy documents shall be deemed to refer to “You” as defined in the ordering document.

**Overview and Table of Contents**

The IaaS Cloud Services apply to the Oracle Hardware identified as part of your ordering document, and are provided under the terms of the agreement, ordering document and these Delivery Policies. Oracle’s delivery of the services is conditioned on your and your users’ compliance with your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Oracle’s discretion; however Oracle policy changes will not result in a material reduction in the level of performance or availability of services provided during the Services Period.

The Hosting and Delivery Policies include the following:

1. Network Connection Requirement
2. Infrastructure as a Service Capacity on Demand Activation Process
3. Support Policy for Infrastructure as a Service
4. PlatinumPlus Services Policy for Infrastructure as a Service
5. Global Customer Support Security Practices

**1. Network Connection Requirement**

Oracle utilizes a gateway to connect to the Hardware to deliver the IaaS Cloud Services. A “gateway” is the computing platform, consisting of the Oracle Advanced Support Gateway available on [My Oracle Support](http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf) and a physical or virtual hardware platform, which hosts Oracle’s fault monitoring tools (e.g., Auto Service Request, Oracle Configuration Manager and Oracle Enterprise Manager). You are responsible for providing the hardware that meets the gateway specifications described here:

You agree that Oracle may access the Oracle Hardware using a VPN.

You are responsible for ensuring that your network and systems comply with specifications that Oracle provides and that all components monitored and patched by Oracle are accessible through the VPN connection. You agree to open ports and adjust firewall rules to allow network traffic to pass between the gateway and Oracle.

Oracle is not responsible for network connections or for issues, problems, or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If the established VPN fails to allow Oracle access to perform the Cloud Services, you agree that Oracle may be unable to perform all of the services described under the ordering document.

**2. Infrastructure as a Service Capacity on Demand Activation Process**

If the ordering document or Services Descriptions for IaaS Cloud Services state that you have the option and elect to activate the Additional Cores per Socket available in the Hardware, the activation, deactivation and reporting processes are as described in this Section.
2.1 Enabling and Disabling CPUs

You may activate or deactivate the Additional Cores if available in your IaaS Cloud Services by following the instructions available for your service in the Owner’s Guide for the offering.

2.2 Reporting of the Activated Cores

You are responsible for reporting your use of the Additional Cores per Socket permitted as part of your IaaS Cloud Services using the reporting template available at this link and providing it within 10 days of the end of each calendar quarter as described in the reporting template.

3. Technical Support Policy for IaaS Cloud Services (Hardware)

As part of the IaaS Cloud Services, Technical Support for the Hardware shall be provided as follows:

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

To receive technical support as provided by Oracle Support Services (“OSS”) and described below, you must: (i) provide Oracle with the serial number and/or other identification and entitlement information for the Hardware provided by Oracle as part of the IaaS Cloud Services, including all Hardware components and options in the manner specified by Oracle; and (ii) pay the IaaS subscription fee. Oracle will make commercially reasonable efforts to provide the technical support services for the Hardware as described below.

Oracle’s obligations under these Policies do not apply to any malfunctions in the Hardware that could be avoided if you incorporate or implement a hardware or integrated software update or any workaround previously provided by Oracle which would correct the malfunction or to the Hardware that has been (i) modified, altered or adapted without Oracle’s written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation; (iii) used with equipment or software not covered by the IaaS Cloud Services offering, to the extent that problems are attributable to such use; (iv) relocated, to the extent that problems are attributable to the relocation; (v) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (vi) used by parties appearing on the most current U.S. export exclusion list; (ix) relocated to countries subject to U.S. trade embargo or restrictions; or (vii) used remotely to facilitate any activities in the countries referenced in (ix) above or (x) purchased from any entity other than Oracle or an Oracle-authorized distributor.

Oracle may use subcontractors in the performance of technical support and it warrants the quality of subcontractor work per the warranty terms of the agreement.

3.1 Support Terms

3.1.1 Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support. Your technical contacts must have, at a minimum, initial basic product training and, as needed, suplemental training appropirate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle Hardware and your Oracle IaaS environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.
With the order of the IaaS Cloud Services, you must designate one (1) primary and four (4) backup individuals ("technical contact") per data center location, to serve as liaisons with OSS. With each additional full rack system included within the subscription, you have the option to designate an additional two (2) primary and four (4) backup technical contacts per data center location. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

3.1.2 First and Second Line Support
You are required to establish and maintain the organization and processes to provide "First Line Support" for the Hardware directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the Hardware, (ii) a direct response to users with respect to problems or issues with the Hardware, (iii) a diagnosis of problems or issues of the Hardware, and (iv) a resolution of problems or issues of the Hardware.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the Hardware, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., accept remote connections, provide Explorer Files and/or Core Files) required to provide Second Line Support; however, you must not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices Section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the Hardware and (ii) reasonable commercial efforts to resolve reported and verifiable errors in the Hardware so that such hardware performs in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

3.1.3 Program Updates
"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates to software within the Hardware are provided when available (as determined by Oracle) and updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates, unless installed by Oracle as part of the PlatinumPlus service.

3.1.4 Third Party Products
Oracle's technical support under this Policy does not apply to any third-party product unless such product is expressly identified in the applicable product documentation for the Hardware. Oracle does not support any other third-party products installed into or attached to Hardware. Further, if a third-party product is installed, or fails, in a manner that damages the Hardware, then the technical support will not cover such damage. Replacement or repair of any damaged components in these situations would be subject to additional charges.

Installation of a non-Oracle product into the Hardware may impede and/or add costs in obtaining technical support for certain failure conditions. Interoperability, timing, and intermittent failures are some examples of failure conditions that may require the removal or replacement of the third-party product from the Hardware.
For those failure conditions directly or indirectly related to a third-party product (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the third-party product, or require you to remove the third-party product, before commencing with the troubleshooting process. Oracle's services for removing the third-party product will be subject to additional charges.

If it is determined that the cause of the failure is the third-party product, then Oracle will charge for the entire service call.

If it is determined that the third-party product is not the cause of the failure (i.e., if the problem would have occurred even if third-party product was not installed in or attached to the Hardware), then Oracle's service call will be addressed under the terms of this technical support Policy; provided that the removal of any third-party product by Oracle will be subject to additional charges.

3.2 Technical Support Services

Technical support consists of services in support of the following components within the Hardware provided by Oracle as part of the IaaS Cloud Services: (i) hardware systems, (ii) operating system and virtualization software for Oracle Solaris, Oracle Linux and Oracle VM, and (iii) integrated software (e.g., firmware). Technical support consists of:

- Program updates, patches, fixes\(^1\), security patches, and security alerts for operating system software and integrated software (e.g., firmware)
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (e.g., firmware), which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "Hardware Products Delivery Method and Installation Chart"
- Onsite support for server or storage systems within the Hardware
- Field Change Orders – system modification recommendations
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to certain Oracle Linux security patches that may be applied while the Hardware is operating and does not require a system reboot\(^2\)
- Hardware certification
- Backport of fixes\(^1\), using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at http://linux.oracle.com/backport-schedule.html
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html
- Non-technical customer service during normal business hours

Notes:
1. Oracle will only provide bug fixes for certain versions of Oracle Linux and Oracle VM programs as provided on http://linux.oracle.com/supported.html.
2. Oracle has made available at linux.oracle.com certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to the Hardware while the Hardware is operating.
These tools are subject to the “Tools Used to Perform Support Services” section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.

3.3 System Maintenance
You agree to perform prescribed system maintenance, including but not limited to, installing software updates for systems software or integrated software (unless installed by Oracle as part of PlatinumPlus), maintaining file systems, replacing air filters and batteries as needed, and tracking proactive diagnostic information.

3.4 Replacement Hardware Parts
If Oracle determines that the replacement of a hardware part is necessary, Oracle will send a replacement part to your location in accordance with the “Hardware Products Delivery Method and Installation Chart.” Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Times Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality.

3.5 Return of Malfunctioning Parts
If Oracle sends a replacement part to you, you will ensure that the malfunctioning part is returned to Oracle in accordance with all shipping or courier instructions from Oracle (unless you have an agreement with Oracle allowing you to retain the malfunctioning part during the Services Period, such as Oracle’s separate offering of Customer Device and Data Retention for Infrastructure as a Service). Title in the malfunctioning part is retained by Oracle at all times. If you fail to return any malfunctioning part within forty-five (45) days of shipment to you, you will be charged the then-current fee for the malfunctioning part.

3.6 Web-Based Customer Support Systems

3.6.1 My Oracle Support
My Oracle Support is Oracle’s customer support web site for hardware support. Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

3.6.2 Oracle Unbreakable Linux Network
Access to the Oracle Unbreakable Linux Network is included as part of the IaaS Cloud Services.

3.7 Tools Used to Perform Technical Support Services
Oracle will make available collaboration tools (such as tools that enable Oracle, to access the Hardware (e.g., Oracle Shared Shell for hardware) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Auto Service Request)) to assist with issue resolution. For IaaS Cloud Services subscriptions, these tools will at a minimum consist of Auto Service Request and Oracle Configuration Manager. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your Services Environment (“tools data”). By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support.

If Oracle expressly provides in the tools documentation, technical support policies, an ordering document, or readme that a tool is provided under separate license terms (“Separate Terms”) then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under
Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme.

3.8 Severity Definitions

Service requests may be submitted by you online through Oracle’s web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1
Your production use of the Hardware provided as part of the IaaS Cloud Services is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts
- System functionality failure causes data loss or renders system unstable
- System malfunction causes mission critical applications to restart, hang, or suspend

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

24 Hour Commitment to Severity 1 Service Requests: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2
You experience a severe loss of service. Important features are unavailable with no acceptable workaround, impaired or broken functionality with significant impact to applications, and/or frequent application failure but not data loss; however, operations can continue in a restricted fashion.

Severity 3
You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4
You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

3.9 Onsite Response Time Targets for Hardware Support

Response time targets for hardware support are as specified below.

Please refer to the attached document titled “Oracle Service Locations” (PDF) for a listing of service locations.

Severity 1
If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below.

Within 2 hours: The IaaS Cloud Services Hardware must be within 25 miles/40 kilometers of a designated Oracle service location
Within 4 hours: The IaaS Cloud Services Hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location

Next Day: The IaaS Cloud Services Hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

**Severity 2**
If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below. Onsite response times are during local business hours only.

Within 4 hours: The IaaS Cloud Services Hardware system must be within 25 miles/40 kilometers of a designated Oracle service location

Within same business day: The IaaS Cloud Services Hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location

Next Business Day: The IaaS Cloud Services Hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

**Severity 3**
If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location the next business day from the close of local business hours or at a later mutually agreed-upon time (e.g., scheduled maintenance window).

**Note:**
The geographic location of the Hardware may cause on-site service to be unavailable or may require additional charges or longer Severity 1, Severity 2 and Severity 3 response times. Oracle reserves the right, in its sole discretion, to adjust Severity 1, Severity 2 and Severity 3 on-site response times or charge additional fees based on the location of the Hardware. Actual response times are subject to acts and conditions beyond Oracle’s control and, therefore, Oracle’s response may be delayed. Oracle is not responsible for response delays caused by factors outside its control. You should contact an Oracle Support Sales representative for more details regarding availability for the Hardware.

### 4. Technical Support Policy for IaaS Cloud Services (Software*)

*This policy applies only to Oracle Programs that are part of the IaaS Cloud Services and are not operating systems or integrated software, which are covered by section 3 of these Cloud Hosting and Delivery Policies.


These Technical Support Policies are subject to change at Oracle's discretion; however Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the services term for which fees for the applicable services have been paid.

#### 4.1 Support Terms

#### 4.1.1 Technical Contacts
Your technical contacts are the sole liaisons between you and OSS for technical support services. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training
appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle supported programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each additional full rack system included within the subscription, you have the option to designate an additional two (2) primary and four (4) backup technical contacts per data center location. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

4.1.2 First and Second Line Support
You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects as described in the associated documentation.

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

4.1.3 Program Updates
Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

4.2 Oracle Technical Support Levels
The Oracle Programs that are part of the IaaS Cloud Service will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

4.3 Oracle Technical Support Levels

4.3.1 My Oracle Support
Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts.

4.4 Tools Used to Perform Technical Support Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the My Oracle Support Terms of Use, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment (“tools data”). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

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

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms (“Separate Terms”) then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.
4.5 **Severity Definitions**

Service requests for supported Oracle programs may be submitted by you online through Oracle’s web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the severity definitions specified below.

**Severity 1**
Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour.

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle programs, except as otherwise specified herein: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

**Severity 2**
You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

**Severity 3**
You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality

**Severity 4**
You request information, an enhancement, or documentation clarification regarding your software but there is no impact on the operation of the software. You experience no loss of service. The result does not impede the operation of a system.

5. **PlatinumPlus Services Policy for Infrastructure as a Service**

5.1 **Requirements to Receive Benefits of PlatinumPlus Services**

5.1.1 **Certified Platinum Configuration**
A “Certified Platinum Configuration” is a combination of the hardware systems, integrated software, operating system and programs for the IaaS Cloud Services Hardware, as described here:

5.1.2 **Requirements**
To receive PlatinumPlus Services as provided by Oracle Support Services (“OSS”) and described in the “PlatinumPlus Services” section herein, you must: (i) have a Certified Platinum Configuration running the program releases unaltered, (ii) be current on a technical support services contract for Software Update License &
Support, as described here: [http://www.oracle.com/us/support/library/057419.pdf](http://www.oracle.com/us/support/library/057419.pdf) for all Programs licensed separately from the Infrastructure as a Service, (iii) properly license all programs in the Certified Platinum Configuration, (iv) enable continuous connection to the Certified Platinum Configuration, as specified by Oracle, and (v) provide Oracle with administrative level privileges and access to the Certified Platinum Configuration. PlatinumPlus Services are in addition to Software Update License & Support and the Technical Support Policy for Infrastructure as a Service, as described above.

5.2 Initiating PlatinumPlus Services

5.2.1 Oracle’s Obligations in the Initiation Process
In preparation for the PlatinumPlus Services, Oracle will work with you to prepare a plan: (i) for the transfer of relevant information to Oracle regarding the Certified Platinum Configuration, (iii) for the deployment of Oracle fault monitoring tools into your Certified Platinum Configuration, (iii) that describes the pre-requisites for the PlatinumPlus Services that you must meet before Oracle can commence PlatinumPlus Services, and (iv) that identifies the tasks to be executed by Oracle and you to facilitate the delivery of the PlatinumPlus Services.

With respect to initiating the PlatinumPlus Services, Oracle will:

1. Conduct meetings and/or organize efforts with you to determine the following:
   - Certified Platinum Configuration, including current version levels, patch levels and configuration.
   - The network architecture in which the Certified Platinum Configuration is deployed, including connectivity to external networks and the internet.
   - The appropriate location for the deployment of the gateway and VPN within your Certified Platinum Configuration.
2. Participate in technical discussions with you on issues related to the PlatinumPlus Services.
3. Provide instruction to you on Oracle’s notification process, service request process, configuration, and change management processes that are integral to the delivery of the PlatinumPlus Services.
4. Provide instruction to you on the use and functionality of the Portal, as defined below.
5. Provide instruction to you on the Oracle installation of the gateway, VPN, and Oracle fault monitoring tools required by Oracle to monitor, restore, and/or patch the Certified Platinum Configuration.
6. Describe the remote patch installation processes that will occur once the PlatinumPlus Services are initiated.
7. Describe the necessary pre-requisites that are required before the PlatinumPlus Services can be initiated.
8. Perform a one-time high level assessment of your Certified Platinum Configuration patch profile and provide you a patch assessment report of Oracle’s findings. The assessment may cover the following topics:
   - Reviewing the Certified Platinum Configuration patch inventory to determine what patches have been installed;
   - Reviewing recommended patches to identify possible conflicts between the recommended patches and the installed patches; and
   Oracle will remotely review the report with you. Oracle will provide you with any recommended patch set(s). You will be responsible for approving any patches to be installed, implementing the recommended patch set(s), and installing the most current patch sets for your Certified Platinum Configuration prior to Oracle performing your first remote patch installation.

5.2.2 Customer’s Obligations in the Initiation Process
In support of the initiation of the PlatinumPlus Services, you will:

1. Provide technical resources to participate in the meetings and discussions with Oracle, described above.
2. Provide your configuration documents, technical architecture documents, inventory information and other appropriate documentation related to the Certified Platinum Configuration, within five (5) days of the order for the gateway.
3. Provide Oracle with any other necessary documentation, information, and data required for Oracle to initiate the PlatinumPlus Services.
5.3 PlatinumPlus Services

5.3.1 Customer Specific Portal
Oracle will provide you with a customer specific web portal (“Portal”) to track the status of the PlatinumPlus Services, which may consist of one or more of the following items:

a) Orientation session materials;
b) Contact and account information;
c) Escalation procedures;
d) Useful links (e.g., Oracle’s technical support policies);
e) Reports (see below);
f) Certified Platinum Configuration information;
g) Overall service status; or
h) Service request change management status and patch management status.

Oracle will provide you with a password to access your Portal. Access to the Portal is subject to the My Oracle Terms of Use posted on My Oracle Support. It is your responsibility to provide and maintain current notification contact information in the Portal.

5.3.2 Event and Certified Platinum Configuration Reporting
Oracle will provide you the following reports which will be made available via the Portal:

1. Event Reports. Oracle will provide event reports to assist you in identifying patterns that may help predict or identify improperly tuned components of the Certified Platinum Configuration. Oracle will determine the specific performance indicator data that will be collected for these reports. Event reports are updated once per hour, twenty-four (24) hours per day. Event reports contain the most recent thirty (30) days of data collected, and are organized by date, and event type.

2. Certified Platinum Configuration Reports. Oracle will provide Certified Platinum Configuration reports which will include a list of targets, associated versions, and patch history. Any such reports will be based on data provided or received during the performance of the Platinum Services.

5.3.3 Fault Monitoring Services
Oracle will monitor the Certified Platinum Configuration twenty-four (24) hours per day, seven (7) days a week (“24x7”) to identify events that represent faults in the proper functioning of the Certified Platinum Configuration. Each detected event that results from an unplanned interruption or immediate material reduction in the quality of performance of the Certified Platinum Configuration is referred to as a “fault.” Oracle will determine whether an event constitutes a fault.

For each detected fault, Oracle will:

a) Gather additional information pertaining to the fault.
b) Categorize the fault based upon the definitions of Severity in Oracle’s technical support policies, which are available at http://www.oracle.com/us/support/policies/index.html.
c) Create a service request in the Portal for faults assigned as Severity 1 or Severity 2. For all other Severity levels, Oracle will post the fault to the Portal, but will not create a service request. You may, at your discretion, create a service request in My Oracle Support.
d) Notify you of all Severity 1 and Severity 2 service requests using the e-mail information of your designated contact in the Portal.

Oracle will provide the following fault monitoring services and Oracle will determine the tasks and criteria used to monitor the Certified Platinum Configuration:

1. Hardware System and Integrated Software Monitoring. Oracle will monitor the hardware system and integrated software for faults in the proper functioning of the hardware system and integrated software.
2. **Operating System Monitoring.** Oracle will monitor the operating system(s) for faults in the proper functioning of the operating system.

3. **Software Monitoring.** Oracle will monitor the certified Platinum Services program releases for faults. Software monitoring services consist of: (i) monitoring the fault generated by the certified Platinum Services program release, and (ii) capturing key configuration parameters using Oracle fault monitoring tools.

4. **Oracle Database Monitoring.** Oracle will monitor the Oracle database for faults in the proper functioning of the Oracle database. Oracle database monitoring consists of: (i) monitoring the event information provided by the Oracle database as recorded to log files and detected by custom tuned monitors, and (ii) capturing key database configuration parameters using Oracle fault monitoring tools.

5.3.4 Remote Patch Installation

Oracle will remotely install patch bundles for the Certified Platinum Configuration up to four (4) times a year as described below. You will be responsible (i) for contacting Oracle to schedule the remote patch installation and (ii) for approving any patch to be installed. The exact timing of each patch installation will be mutually agreed prior to installation and documented in the Portal. A list of Certified Platinum Configurations, the programs that will be patched, and the scope of the remote patching installations is available at [http://www.oracle.com/us/support/library/remote-quarterly-patching-scope-1652890.pdf](http://www.oracle.com/us/support/library/remote-quarterly-patching-scope-1652890.pdf).

You must upgrade to the latest release of the patch bundle for the Certified Platinum Configuration within six (6) months of its availability. Except for the patch installation services stated in this section, you are responsible for installation of all upgrades and patches to your Certified Platinum Configuration. Oracle Database patch set release upgrades (e.g. 11.2.0.2 to 11.2.0.3) normally are not included in the remote patch installations described in this Policy; however, you may request an Oracle Database patch set release upgrade and, if Oracle agrees to install the upgrade, it will count as a separate remote patch installation and your total remote patch installations for the year will be reduced accordingly.

Remote patch installations include the following services:

1. Support Activity Reviews – once a quarter, Oracle will review with one of your technical contact(s) (via telephone) all Certified Platinum Configuration patch installation activities for that quarter, including service requests logged by your technical contact(s), status reports, and outstanding actions to complete; and will provide an assessment of your patch plans.

2. Remote Patch Installation – Oracle will remotely perform the patch installation using either of the approaches listed below or a combination of the listed approaches depending on the patch.

   a. Oracle will remotely perform the patch installation while your Certified Platinum Configuration is online. Patches will be installed on each application, server, storage server, or storage array. Patches will be installed one server at a time in a rolling fashion.

   b. Oracle will remotely perform the patch installation while your Certified Platinum Configuration is online. In order to complete the patch installation, the Certified Platinum Configuration may need to be shutdown, the hardware system may have to be rebooted and the Certified Platinum Configuration may have to be brought back up.

While planning a remote patch installation, you and Oracle will discuss the approach(es) Oracle will use to perform the remote patch installation and the expected impact to your Certified Platinum Configuration during the timing and performance of the remote patch installation.

5.3.5 Dedicated Escalation Hotline and Escalation Managers

You will follow the service request escalation process documented on [My Oracle Support](https://support.oracle.com) (i.e., “How to Escalate a Service Request (SR) with Oracle Support Services [ID 199389.1]) and you will be routed to a dedicated hotline and dedicated escalation managers specializing in the Certified Platinum Configuration.

5.3.6 Oracle PlatinumPlus Quarterly Automated Assessments

Oracle will provide Infrastructure as a Service (IaaS) customers the following assessments which will be made available via the Portal:
1. Performance assessments. Oracle will provide assessments to assist you in identifying issues impacting performance and provide guidance for addressing these issues.

2. Security and compliance assessments. Oracle will provide assessments to assist you in identifying configurations or patches necessary to adhere to common security and compliance requirements.

3. Reliability and availability assessments. Oracle will provide assessments showing availability trends and reports to assist you in identification of reliability issues and provide guidance for how to comply with Oracle’s Maximum Availability Architecture.

PlatinumPlus reports are exclusively available to IaaS customers. These reports will be made available four (4) times per year. The exact timing of the availability of the reports is at Oracle’s sole discretion.

5.4 PlatinumPlus Service Response Time Targets

Consistent with the Severity definitions specified in Section 3.9 above, the following response times will be provided for the Certified Platinum Configuration:

1) Oracle will endeavor to provide you with notification of Oracle detected faults that may result in a confirmed Severity 1 and Severity 2 service request. Notification by e-mail of detected faults will be within five (5) minutes of Oracle’s detection of the fault. Such notification time-frames start upon the detection of the fault by the Oracle fault monitoring tools, and end when Oracle makes its first attempt to contact your notification contacts via e-mail.

2) Within fifteen (15) minutes after fault notification has been made, the fault will be validated and analyzed by Oracle, and a service request will be opened at the appropriate Severity Level (Severity 1 or Severity 2). Severity level designation is automatically determined from the type of fault event captured by the Oracle fault monitoring tools. Upon completion of analysis, Oracle may decide to upgrade or downgrade the severity level of the service request based upon the Severity definitions in Oracle’s then current technical support policies, which are available at http://www.oracle.com/us/support/policies/index.html.

3) For Severity 1 service requests, Oracle will use commercially reasonable efforts to restore the affected component or functionality within fifteen (15) minutes after the service request has been opened. If, at the end of the fifteen (15) minutes, restoration of the Certified Platinum Configuration is not progressing, OSS will escalate the service request to Oracle Engineering. Upon restoration of the affected component or functionality, the response times specified in this section no longer apply and the service request will follow Oracle’s Severity definitions, as specified in Oracle’s then current technical support policies.

4) For Severity 1 service requests, Oracle will use commercially reasonable efforts to provide an action plan for resolution of the issue within thirty (30) minutes after the service request has been opened. The action plan will be developed in conjunction with Oracle Engineering and may include a joint debugging session between you and Oracle.

In the event you log a Severity 1 or Severity 2 service request for the Certified Platinum Configuration, the above response times are only available if such service request(s) is logged in English. Service requests submitted in any language other than English will follow Oracle’s Severity definitions, as specified in Oracle’s then current technical support policies, which are available at http://www.oracle.com/us/support/policies/index.html.

5.5 Your Obligations

Oracle will not be responsible for any deficiency in performing the PlatinumPlus Services if such deficiency results from your failure to provide full cooperation. You acknowledge that Oracle’s ability to perform the PlatinumPlus Services is contingent upon your fulfillment of your obligations stated in these Policies including the following:

a. Provide Oracle with the serial number and/or other identification and entitlement information for the Certified Platinum Configuration in the manner specified by Oracle.

b. Maintain the properly configured Certified Platinum Configuration to support the Platinum Services.

c. Assist Oracle with the installation of the gateway, VPN, and Oracle fault monitoring tools as required for delivery of the Platinum Services, including:
i. Allowing Oracle to install and utilize the Oracle fault monitoring tools on the Certified Platinum Configuration; and

ii. Allowing Oracle to install and utilize the Oracle fault monitoring tools on the Certified Platinum Configuration; and Providing Oracle with login accounts for the Certified Platinum Configuration to enable Oracle to install and configure the Oracle fault monitoring tools, periodically patch, restore service, and maintain the Oracle fault monitoring tools. This includes allowing Oracle to restore the functionality of the Oracle fault monitoring tools if they fail to operate.

d. Ensure the gateway (i) has sufficient rack and floor space, AC electrical power and internet connectivity, (ii) is correctly located within your local-area network and wide-area network environment(s) (as agreed to with Oracle) and attached to your network, (iii) is supported at your expense, to physically rack, stack, and power-up, (iv) is positioned such that the Certified Platinum Configuration can be logically routed to it using layer 3 internet protocol ("IP"), and (v) is only used by persons authorized by Oracle in support of the Platinum Services. Upon Oracle’s request, you must provide the network addresses and implement a firewall policy that allows Oracle to deploy and configure the Oracle fault monitoring tools.

e. Provide Oracle with two (2) public facing and two (2) private IP addresses, associated net-mask, for the gateway, and configure your security (i.e., firewall) posture to allow outbound connectivity on pre-defined ports from the gateway.

f. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the gateway.

g. Except for the remote patch installations performed by Oracle as described under the Platinum Services, you must install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Certified Platinum Configuration.

h. Provide one or more non-production patching environments for each production environment related to the Platinum Services, where the Platinum Services include making any changes to such production environments. Such non-production environment(s) shall be configured and maintained as per the agreed upon change management process to support delivery of the Platinum Services.

i. Work with Oracle to establish processes and procedures for and assign staff members that are properly trained and suitably experienced in their area of responsibility (e.g., a database administrator), to support Oracle in the delivery of Platinum Services.

j. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.

k. In the event that you log a manual service request for the Certified Platinum Configuration, you will: (i) log any such service request utilizing the customer support identifier and serial number for the Certified Platinum Configuration, (ii) attach the relevant configuration, as generated by Oracle Configuration Manager, to the service request, and (iii) gather and provide any diagnostic information requested by OSS to assist in the resolution of the service request.

l. All Oracle Fusion Middleware programs that are included in a Certified Platinum Configuration must be configured in a clustered fashion with the possibility for failover in the event of an outage.

In the event you do not meet the requirements or fulfill an obligation stated in these Oracle PlatinumPlus Support Services you will no longer be eligible to receive PlatinumPlus Services, and Oracle, at its sole discretion, may discontinue providing the PlatinumPlus Services until you are able to meet the requirements and fulfill the relevant obligations.

5.6 Remote Services

Generally, the PlatinumPlus Services will be provided remotely, primarily using electronic communication, which may include tools, scripts, software, and utilities that monitor, collect, and report on various aspects of the Certified Platinum Configuration. Common internet protocols and applications, such as snmp, telnet, ftp, rpc, e-mail, and web browsers, may be employed in connection with the remote delivery of the PlatinumPlus Services.

5.7 Oracle Fault Monitoring Tools

The Oracle fault monitoring tools provided as part of the PlatinumPlus Services are subject to the terms specified in the Tools Used to Perform Support Services sections of the Oracle Software Technical Support Policies located
For purposes of these Oracle PlatinumPlus Services Policies, Oracle may collect and maintain the following information with respect to the PlatinumPlus Services provided hereunder:

- Hardware system specifications (e.g., make, model, serial number, number of CPUs, size of disk, size of RAM);
- Physical rack specifications (e.g., cage, rack, floor);
- Operating system specifications (e.g., version);
- Web server, application, or database specifications (e.g., name, version, applied patches); and
- Information about locations, customers, and users.

All Certified Platinum Configuration details will be stored in My Oracle Support. The extent to which you have access to My Oracle Support and the data contained therein may be limited at Oracle’s sole discretion.

### 5.8 Change Management

If you make any changes to the Certified Platinum Configuration that will impact the Oracle fault monitoring tools installed on the Certified Platinum Configuration, you must notify Oracle of the impending change via the change management function within the Portal. The Portal allows you to selectively disable monitoring during key system changes, initiated by you, so that service requests are not initiated automatically as a result of faults caused by the change. You will notify Oracle of an impending change (and disable monitoring) by entering a change request within the Portal.

During remote patch installation, Oracle will use the change management process available in the Portal to govern the proposed introduction of the change to the Certified Platinum Configuration. Oracle will enter a change request in the Portal during patching.

The process for entering a Change Request is as follows:

1. **Change Request.** A proposed change to the Certified Platinum Configuration must be requested via the change management section within the Portal. Specifically, a change request must be initiated in the Portal with the following items:
   - Change owner;
   - Designated implementer;
   - Contact information;
   - Change summary;
   - Description of change;
   - Reason for change;
   - Specify “Change priority” as “Planned” and “Change category” as “Major”;
   - Affected component(s) of the Certified Platinum Configuration; and
   - Schedule start/stop and duration.

2. **Approval of Change Requests.** Prior to being implemented, a change must be mutually agreed upon in writing.

3. **Oracle understands that from time to time, you may disable monitoring on the Certified Platinum Configuration while you carry out maintenance or Oracle executes patching. During these time periods, Oracle will attempt to maintain Platinum Services. However, if monitoring is disabled for longer than:**
   - either (i) twenty-four (24) hours, or
   - a mutually agreed period of time, or
   - the VPN is disabled by you,
   then Oracle reserves the right to discontinue providing PlatinumPlus Services.

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at [http://www.oracle.com/us/support/policies/index.html](http://www.oracle.com/us/support/policies/index.html). The Global Customer Support Security Practices are subject to change at Oracle’s discretion; however, Oracle will not materially reduce the level of security specified in the Global Customer Support Security Practices located at: [http://www.oracle.com/us/support/library/customer-support-security-practices-069170.pdf](http://www.oracle.com/us/support/library/customer-support-security-practices-069170.pdf) during the period for which fees for the IaaS Cloud Services have been paid. To view changes that have been made, please refer to the attached Statement of Changes (PDF).

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