

# Oracle Linux and Oracle VM Support Policies

Effective Date: 1-May-2012

## OVERVIEW

Unless otherwise stated, these Oracle Linux and Oracle VM Support Policies apply to support services for supported programs, as defined in your Oracle Linux and Oracle VM Services Agreement. Use of all patches, bug fixes, and other code received from Oracle as part of the support services is governed by the following terms of the [agreement](#) that you accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s): (i) the terms in Section A – Terms for Oracle Linux; (ii) the terms in Section B – Terms for Oracle VM–Server; and (iii) the terms in Section C – Terms for Oracle VM–Manager.

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

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

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

Oracle will provide support services in accordance with Oracle's privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>.

These Oracle Linux and Oracle VM Support Policies are subject to change at Oracle's discretion, however Oracle policy changes will not result in a material reduction in the level of the services provided during the support period (defined below) for which fees for the services have been paid.

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

## SUPPORT TERMS

### Oracle Linux and Oracle VM Support Fees

Fees for support services are due and payable in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your support services order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support.

### Support Period

Support services are effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, support terms, including pricing, will reflect either a 12-month or 36-month support period (the "support period"). All support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide support services beyond the end of the support period.

## Service Levels

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

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

## Technical Contacts

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

With the order of Oracle Linux and/or Oracle VM support services, except Oracle Linux Network Support, you may designate one (1) primary and four (4) backup individuals ("technical contact"), to serve as liaisons with OSS. With each USD\$250,000 in net support fees, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

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

## Payment Plan, Financing, and Leasing Agreements

Support services fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the services shall be ordered pursuant to the terms of the applicable ordering document.

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

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

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

## **Lifetime Support**

Lifetime Support consists of the following service levels:

- Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support and Oracle VM Premier Support
- Sustaining Support for Oracle Linux and Sustaining Support for Oracle VM

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

When offered, Oracle Linux Premier Support, Oracle Linux Basic Support and Oracle Linux Network Support for Oracle Linux program releases 5 and 6 will be available for ten (10) years from the date a release of the Oracle Linux program becomes generally available. For all other Oracle Linux program releases, Oracle Linux Premier Support, Oracle Linux Basic Support and Oracle Linux Network Support will be available for eight (8) years from the date a release of the Oracle Linux program becomes generally available. If offered, support may be extended with Sustaining Support for Oracle Linux, which will be available for as long as you maintain Oracle Linux Premier Support for your Oracle Linux programs.

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

Refer to the attached ["Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM"](#) (PDF) document for specific Oracle Linux and Oracle VM program releases that are, or will be covered by the Lifetime Support Policy.

## **Right to Desupport**

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

## ORACLE LINUX AND ORACLE VM SUPPORT LEVELS

### Oracle Linux Premier Support

Oracle Linux Premier Support consists of:

- Unlimited service requests<sup>1</sup>,
- Access to patches, fixes, security patches and security alerts,
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot<sup>3</sup>
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification<sup>2</sup>,
- Backport of fixes<sup>2</sup>, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>,
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.
2. Hardware certification will be provided for the first six (6) years from the date a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.
3. Oracle has made available at <http://linux.oracle.com/> certain tools for download required to enable the applicable security patches to be applied to your supported systems while the supported system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported system is operating, and (ii) you will be required to reboot the supported systems in order to apply the security patch.

### Oracle Linux Basic Support

Oracle Linux Basic Support consists of:

- Unlimited service requests<sup>1</sup>,
- Access to patches, fixes, security patches and security alerts,
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification<sup>2</sup>
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>

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

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.
2. Hardware certification will be provided for the first six (6) years from the date a release of the Oracle Linux program becomes generally available. After six (6) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

## Oracle Linux Network Support

Oracle Linux Network Support consists of:

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

## Oracle VM Premier Support

Oracle VM Premier Support consists of:

- Unlimited service requests<sup>1</sup>,
- Access to patches, fixes, security patches and security alerts,
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification<sup>2</sup>, and
- Backport of fixes<sup>2</sup>, using commercially reasonable efforts, for any Oracle VM program released from Oracle for a period of six (6) month from the date the next release of the Oracle VM program becomes generally available.
- 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>
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Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.
2. Hardware certification will be provided for the first four (4) years from the date a release of the Oracle VM program becomes generally available. After four (4) years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide such hardware certification.

## Sustaining Support

*Sustaining Support for Oracle Linux* – Sustaining Support for Oracle Linux may be available for certain Oracle Linux program releases.

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

- Access to patches, fixes, security patches and security alerts created during the Oracle Linux Premier Support period
- Access to certain security patches created during the Oracle Linux Premier Support period that may be applied while your supported systems are operating and that do not require a system reboot
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Sustaining Support for Oracle Linux does not include:

- New patches, fixes, security patches and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

*Sustaining Support for Oracle VM* - Sustaining Support for Oracle VM may be available for certain Oracle VM program releases.

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

- Access to patches, fixes, security patches and security alerts created during the Oracle VM Premier Support period
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Sustaining Support for Oracle VM does not include:

- New patches, fixes, security patches and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

### **Priority Service for Oracle Linux or Oracle VM**

Priority Service for Oracle Linux or Oracle VM is available for the supported programs receiving Oracle Linux Premier Support, Oracle Linux Basic Support, or Oracle VM Premier Support. Priority Service for Oracle Linux or Oracle VM consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Oracle Linux Premier Support, Oracle Linux Basic Support and Oracle VM Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to your service requests per the following guidelines:
  - 90% of Severity 1 service requests within 1 hour (available 24x7)
  - 90% of Severity 2 service requests within 2.5 local business hours
  - 90% of Severity 3 service requests within the next local business day
  - 90% of Severity 4 service requests within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- An Oracle Service Delivery Manager (“SDM”) who will serve as your designated point of contact for Severity 1 and mutually agreed upon Severity 2 service requests (collectively, “critical service requests”) and who will communicate with you in a local language. The role of the SDM is to provide assistance in managing critical service requests as follows:
  - Defining your service request priorities,
  - Coordinating a virtual team of Oracle Premier Support delivery contributors, including your customer contact(s), to aid in the resolution of critical service requests,
  - Defining responsibilities, outstanding actions and the related action plan for resolving critical service requests,
  - At your request, helping to execute specific tasks on a critical service request managed by Oracle Premier Support,
  - Monitoring the virtual team activity and escalating critical service requests within Oracle Support and/or to your management as necessary,
  - Organizing communication between team members as necessary, and
  - Communicating the status of your critical service requests to your customer contact(s) and senior management.
- Prioritization of defects to Oracle’s Product Development team for product bugs initiated for the resolution of service requests
- Monthly Service Request reviews
- Joint Contact and Escalation Guide
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle product technology experts

At Oracle’s discretion, Oracle may temporarily substitute or permanently replace the SDM assigned to you; however, Oracle will use reasonable efforts to minimize any such substitution or removal of your SDM. Oracle will not assign an SDM who does not speak your local language without your prior consent.

If you purchase Priority Service for Oracle Linux or Oracle VM, you still must maintain Oracle Linux Premier Support and/or Oracle Linux Basic Support or Oracle VM Premier Support for all of your Oracle supported systems; you must acquire Priority Service for all of your Oracle supported systems. Priority Service is not available with Oracle Linux Network Support.

If you renew Priority Service for Oracle Linux or Oracle VM, the renewal fee for such services will be based on the Priority Service for Oracle Linux or Oracle VM pricing policies in effect at the time of renewal. Contractual caps on annual technical support fees do not apply to Priority Service for Oracle Linux or Oracle VM unless expressly stated otherwise in your contract.

## **WEB-BASED CUSTOMER SUPPORT SYSTEMS**

### **My Oracle Support**

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site, which are subject to change. Access to My Oracle Support is limited to your designated technical contacts, and is included with Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle VM Premier Support.

### **Oracle Unbreakable Linux Network**

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

## **TOOLS USED TO PERFORM SUPPORT SERVICES**

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

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

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

If Oracle expressly provides in the tools documentation, technical support policies, an 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. 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.

## **GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES**

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the period for

which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

Please note that GCS 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>.

## SEVERITY DEFINITIONS

Service requests may be submitted by you either online through My Oracle Support or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

### Severity 1

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

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

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

### Severity 2

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

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

### Severity 3

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

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

### Severity 4

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

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

## **CONTACT INFORMATION**

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