

# Oracle Exadata Technical Support Policies

Effective Date: 23-September-2011

## OVERVIEW

These Oracle Exadata Technical Support Policies apply only to Oracle Exadata products acquired (i) prior to March 16, 2010 and/or (ii) between March 16, 2010 and May 31, 2010 with a 3-year warranty. For all other Oracle Exadata products, Oracle's then-current software technical support policies or hardware and system support policies apply, as applicable.

For those Oracle Exadata products acquired prior to March 16, 2010, technical support may be renewed under these Oracle Exadata Technical Support Policies for such products until they are retired. For Oracle Exadata products acquired between March 16, 2010 and May 31, 2010 with a 3-year warranty, technical support may be renewed under these Oracle Exadata Technical Support Policies for such products during the 3-year warranty term only. When the 3-year warranty term expires, technical support may be renewed in accordance with Oracle's then-current software technical support policies or hardware and system support policies apply, as applicable. Except as expressly provided for herein, the technical support services described in these Oracle Exadata Technical Support Policies may not be ordered.

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

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation.

Product release and supported platforms information for all Oracle Exadata programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below.

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

*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 support period (defined below) for which fees for technical support have been paid.*

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

## SUPPORT TERMS

### Technical Support Fees

Technical support fees are due and payable annually 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 technical support 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**

Technical support is 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, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

### **License Set**

A license set consists of all of your licenses of a program. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

### **Matching Service Levels**

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Exadata Premier Support or unsupported). If you add Extended Support, you still must maintain Exadata Premier Support for the entire license set; subject to availability, you must acquire Extended Support for all licenses of a particular version release of a program if you acquire Extended Support for any license in such version release. You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

### **Reinstatement of Oracle Technical Support**

For those Oracle Exadata products acquired prior to March 16, 2010, you may reinstate technical support for such products, subject to the Reinstatement of Oracle Technical Support policy specified below. For Oracle Exadata products acquired between March 16, 2010 and May 31, 2010 with a 3-year warranty, you may reinstate technical support for such products, subject to the Reinstatement of Oracle Technical Support policy specified below, during the 3-year warranty term only. When the 3-year warranty term expires, then you may reinstate technical support in accordance with Oracle's then-current software technical support policies or hardware and system support policies, as applicable.

If technical support lapses or was not originally purchased with a program license, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the relevant program; b) if you never acquired technical support for the relevant programs, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original program license order date.

In addition to the reinstatement fee described above, you must pay the technical support fee for the support period. This technical support fee is computed as follows: (i) if technical support lapsed, then the technical support fee for a twelve month support period shall be the last annual technical support fee you paid for the relevant program; (ii) if you never acquired technical support for the relevant program, then the technical support fee for a twelve month period shall be the fee that would have been charged if support had been ordered originally for the relevant program per Oracle's Support pricing policies in effect at the time of reinstatement. Renewal adjustments may be applied to the annual support fee described in (i) and (ii) above.

If you previously acquired technical support from an Oracle-authorized distributor and are now acquiring technical support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply.

### **Pricing following Reduction of Licenses or Support Level**

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount. Such support price will not exceed the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported, and will not be reduced below the previous support fees paid for the licenses continuing to be supported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

### **Unsupported Programs**

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the unsupported programs. CD packs or programs purchased or downloaded for trial use, use with other supported programs, or purchased or downloaded as replacement media may not be used to update any unsupported programs.

### **Technical Contacts**

Your technical contacts are the sole liaisons between you and OSS for technical support of 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 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.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, 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.

## 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 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.

## Payment Plan, Financing and Leasing Agreements

Technical support 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 technical support shall be ordered pursuant to the terms of the applicable ordering document.

## Lifetime Support

Lifetime Support consists of the following service levels:

- "Exadata Premier Support" which refers to the first 5 years of basic technical support services
- Extended Support (if offered)
- Sustaining Support

A description of the services available under Exadata Premier Support, Extended Support and Sustaining Support is included in the Oracle Technical Support Levels section below.

When offered, Exadata Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "[Lifetime Support Policy: Coverage for Technology Products](#)" (PDF) for specific server technology programs that are, or will be, covered by the Lifetime Support policy.

## Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves that right; however, program releases that are under Exadata Premier Support are governed by Oracle's Lifetime Support policy. Desupport information is subject to change.

## 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 in 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. Oracle does not warrant its performance of the technical support described herein if you do not provide such access at Oracle's request.

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.

### **Third Party Vendor-Specific Support Terms**

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified and supported application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

## **ORACLE TECHNICAL SUPPORT LEVELS**

### **Exadata Premier Support**

Exadata Premier Support is the standard level for support of Exadata programs and this Oracle support service consists of services in support of Exadata Storage Server software and services in support of Oracle Linux as defined in this section.

Support of the Exadata Storage Server Software program consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade tools
- Major product 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
- Non-technical customer service during normal business hours

Support of the Oracle Linux programs is available only for Oracle Linux programs installed on the same disk drive as the Exadata Storage Server Software and the Database Servers of the Database Machine, if ordered.

Support for the Oracle Linux programs consists of:

- Unlimited service requests<sup>1</sup>,
- Access to patches, fixes<sup>2</sup>, 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>3</sup>,

- Backport of fixes<sup>2</sup>, using commercially reasonable efforts, for any Oracle Linux program released from Oracle within the last six (6) months, or for any Linux program released from other vendors per the Backport Schedule available at <http://linux.oracle.com/backport-schedule.html>, and
- Right to use Oracle Management Pack for Linux in conjunction with your Oracle Linux Premier Support. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>.

#### Notes:

1. Service request assistance is provided for issues (including problems that you create) that are demonstrable in the currently supported release(s) of the Oracle Linux program, running unaltered, and on an appropriate architecture and hardware configuration, as specified on <http://linux.oracle.com/hardware.html>. Supported release information for the Oracle Linux program is available on <http://linux.oracle.com/supported.html>. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.
2. Oracle will only provide bug fixes for certain versions of an Oracle Linux program as provided on <http://linux.oracle.com/supported.html>.
3. Hardware certification will be provided for the first four (4) years from the date a release of the Oracle Linux 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.

### Extended Support

Extended Support may be available for certain Oracle Exadata program releases after Exadata Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Exadata Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade tools
- Major product releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support is not available for the Oracle Linux programs.

### Sustaining Support

Exadata Storage Server Software - Sustaining Support will be available after Exadata Premier Support expires. Program releases eligible for Sustaining Support will receive Exadata Premier Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Exadata Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Upgrade tools created during the Exadata Premier Support period

- Major product releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 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
- Non-technical customer service during normal business hours

Sustaining Support for Exadata Storage Server Software does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Oracle Linux - Sustaining Support will be available after Exadata Premier Support expires. Program releases eligible for Sustaining Support will receive Exadata Premier Support limited to the following\*:

- Unlimited service requests (as defined above)
- 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 in conjunction with your Oracle Linux Premier Support. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>
- Access to patches, fixes, and security alerts created during the Premier Support period

\*Refer to the attached [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF) document for specific Oracle Linux program releases and the dates in which the above service deliverables are expected to be available.

Sustaining Support for the Oracle Linux programs does not include:

- Hardware certification
- Backport of fixes
- Access to new patches, fixes, and security alerts

Because any program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited.

## Software Update License & Support

Oracle offers Software Update License & Support services to customers, for licensed programs outside of the Exadata programs. For information about the available services, please refer to the Oracle Software Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## Oracle Linux Support Services

Oracle offers Oracle Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## Oracle VM Support Services

Oracle offers Oracle VM support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Oracle Linux and Oracle VM Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

## WEB-BASED CUSTOMER SUPPORT SYSTEMS

### My Oracle Support

Access to My Oracle Support is governed by the Terms of Use posted on the relevant web site, which are subject to change. A copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts. Access to My Oracle Support is included with Exadata Premier Support.

### Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Exadata Premier Support for the Oracle Linux programs installed on the same disk drive as the Exadata Storage Server Software only.

## 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 [here](#). 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 for supported Oracle Exadata programs may be submitted by you either 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 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

24 Hour Commitment to Severity 1 Service Requests for all supported Oracle Exadata programs: 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 pager, 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.

**CONTACT INFORMATION**

Phone numbers and contact information can be found on Oracle's support web site at <http://www.oracle.com/us/support/contact-068555.html>.