Oracle Hardware and Systems Support Policies
Effective Date: 12-January-2016

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1. Overview

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server and storage and Oracle point of sale product lines.

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

For Oracle operating system 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 hardware configuration, as specified in your order or program documentation.

To receive technical support as provided by Oracle Support Services (“OSS”) and described in the Oracle Technical Support Levels for Systems section below, you must: (i) provide Oracle with the serial number and/or other identification and entitlement information for all server and storage equipment and/or point of sale products manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized distributor) (“hardware system”) in the manner specified by Oracle; and (ii) pay a technical support fee. A hardware system meeting these two requirements and under contract to receive technical support is referred to as a “covered hardware system.” Components and options purchased separately from Oracle from your original equipment purchase are included in the definition of hardware system for the purposes of determining the technical support fee. Oracle will make commercially reasonable efforts to provide the technical support service as described below.

Oracle’s obligations under these Hardware and Systems Support Policies do not apply to any malfunctions in a hardware system 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 a hardware system that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle serial number tag on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation; (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by the service offering, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (viii) 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 (x) used remotely to facilitate any activities in the countries referenced in (ix) above or (xi) 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 your agreement with Oracle.


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 a hardware system during the support period (defined below) for which fees for technical support have been paid.

To view a comparison of these Oracle Hardware and Systems Support Policies and the previous version of the Oracle Hardware and Systems Support Policies, please refer to the attached Statement of Changes (PDF).

2. 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 order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate (“payment plan”). Your payment or 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 technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period
Technical support is effective upon the date of delivery of the hardware unless stated otherwise in your order. Unless otherwise stated in the order, Oracle technical support terms, including pricing, reflect a 12 month support period (the “support period”). Once placed, your order for technical support services is non-cancellable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide technical support beyond the end of the support period.

Matching Service Levels
When acquiring technical support, all hardware systems must be supported, except Oracle Retail and Hospitality Hardware, (e.g., under Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems or Oracle Communications EAGLE Premier Support) or all hardware systems must be unsupported. The preceding sentence pertains to: (i) all of your hardware systems running the Solaris Operating system release 10 Update 9 or later, (ii) all of your hardware systems running the Oracle Linux and Oracle VM operating system, and (iii) all hardware systems that benefit in any way from your support of a covered hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). If you have acquired your Oracle Linux and Oracle VM support services under a separate Oracle Linux and Oracle VM Services Agreement then that hardware system is a covered hardware system under this matching service level policy. When acquiring technical support for point of sale hardware such as Oracle Retail and Hospitality Hardware, all such point of sale hardware systems must be supported or all must be unsupported if the point of sale hardware systems are: (i) the same type (e.g., workstations); (ii) located at the same physical location; and (iii) benefit in any way from your support of a covered point of sale hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). Hardware systems that have reached an end of service life or that you register with Oracle as retired are excluded from the above policy.
Reinstatement of Oracle Technical Support

If Oracle Premier Support for Systems, Oracle Premier Support for Oracle Retail and Hospitality Hardware or Oracle Communications Network Premier Support lapses for more than 90 days or was not purchased at the time you acquired your hardware system, then your hardware system must be qualified as service-ready before technical support can be reinstated. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system.

If technical support lapses or was not originally purchased with your hardware system, 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 covered hardware system; b) if you never acquired technical support for the relevant hardware system, 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 hardware system 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 hardware system delivery 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 support month period shall be the last annual technical support fee you paid for the relevant hardware system; (ii) if you never acquired technical support for the relevant hardware system, then the annual technical support fee shall be the fee that would have been charged if support had been ordered originally for the relevant hardware system 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 support from an Oracle-authorized distributor and are now acquiring support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee for the hardware system.

Upgrading Your Support Level

In the event you have acquired Oracle Premier Support for Operating Systems and later choose to upgrade to Oracle Premier Support for Systems, your hardware system must be qualified as service-ready before the technical support can be upgraded. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system. You will be subject to an upgrade fee equal to the difference in price between the Oracle Premier Support for Systems and the Oracle Premier Support for Operating Systems with such difference being prorated from the date that any prior System Support lapsed (or the hardware order date if System Support was never purchased).

Pricing following Reduction of Covered Hardware System or Service Level

Pricing for support is based upon the level of support and the volume of covered hardware systems for which support is ordered. In the event that (i) your hardware system reaches end of service life or (ii) you notify Oracle that you are retiring the hardware system, or (iii) you change service level for all of your systems, then Oracle will reduce your support fee at the next renewal for these reductions.

Unsupported Hardware Systems

Customers with unsupported hardware systems are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for unsupported hardware systems. Parts in a covered hardware system may not be transferred to an unsupported system. 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 hardware systems.
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 hardware systems 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 data center location, to serve as liaisons with OSS. With each USD$250,000 in net support fees per data center location, 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.

First and Second Line Support
You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported hardware system(s) 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 hardware system(s), (ii) a direct response to users with respect to problems or issues with the supported hardware system(s), (iii) a diagnosis of problems or issues of the supported hardware system(s), and (iv) a resolution of problems or issues of the supported hardware system(s).

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported hardware system(s), 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.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported hardware system(s) and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported hardware system(s) so that such supported hardware system(s) 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.

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 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.
Right to End of Service Life
It may become necessary (i) as a part of Oracle’s product lifecycle or (ii) if a vendor retires support for its product or the relationship with the vendor is terminated, to announce an End of Service Life date for a hardware system and, therefore, Oracle reserves that right. Oracle will use commercially reasonable efforts to provide twelve (12) months advance notice of End of Service Life. End of Service Life information is available on My Oracle Support. End of Service Life information is subject to change.

Other Third Party Products
Oracle does not itself provide any technical support services for third party warranted hardware (hardware identified on your order by a statement that the warranty will be provided by a third party) or any other third party products installed into or attached to the hardware system by you or your representative other than Oracle (collectively “other third party products”). Further, if other third party products are installed, or fail, in a manner that damages the Oracle hardware system, then the technical support will not cover such damage. Other third party products may also 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 other third party products from the Oracle hardware system. Replacement or repair of any damaged components in these situations would be subject to additional charges.

For those failure conditions directly or indirectly related to other third party products (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the other third party products, or require the customer to remove the other third party products, before commencing with the troubleshooting process. Oracle’s services for removing the other third party products will be subject to additional charges and if it is determined that the cause of the failure is the other third party products, then Oracle will charge for the entire service call.

If it is determined that the other third party products are not the cause of the failure (i.e., if the problem would have occurred even if the other third party products were not installed in or attached to the hardware system), then Oracle’s service call will be addressed under the terms of any existing Oracle technical support contract; provided that the removal of other any third party products by Oracle will be subject to additional charges.

Technology Refresh
If you acquire a new hardware system(s) and technical support from Oracle or an Oracle-authorized partner, you may be eligible to receive a credit for unused support on the decommissioned hardware system(s) currently under an active support contract with Oracle. In order to be eligible for the credit, you must complete the Hardware System Decommission Form which can be found here and submit it within one (1) year of the delivery date of the new hardware system(s). If a credit for unused support is due then such credit will be calculated from the date Oracle receives the Hardware System Decommission Form through the end of the current support period for the decommissioned hardware system(s). The credit for unused support will not exceed the total annual support fee for the new hardware system(s).

3. Lifetime Support

Lifetime Support consists of the following service levels:
- Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support Oracle Premier Support for Oracle Retail and Hospitality Hardware and Oracle Communications Network Premier Support
- Extended Support for Operating Systems (if offered)
- Sustaining Support for Operating Systems

A description of the services available under Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Communications Network Premier Support, Extended Support for Operating Systems and Sustaining Support for Operating Systems is included in the Oracle Technical Support Levels section below.
When offered, Oracle Premier Support for Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware and Oracle Communications Network Premier Support will be available for a minimum of five years from the last ship date of the hardware system. When offered, support for the operating systems included under either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems will be available for ten years from the date a release of the operating system becomes generally available, except as noted below. If offered, support for specific releases of the operating system may be extended for an additional three years with Extended Support for Operating Systems. In addition to the technical support fee, an Extended Support for Operating Systems fee applies for each support period for which Extended Support for Operating Systems is purchased. Alternatively, and if offered, support for specific releases of the operating system may be extended with Sustaining Support for Operating Systems, which will be available for as long as you maintain either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems for your Oracle hardware system.

If an operating system included under Oracle Premier Support for Systems moves into Extended Support for Operating Systems and/or Sustaining Support for Operating Systems, you may maintain Oracle Premier Support for Systems except that the technical support received for the operating system will be provided under Extended Support for Operating Systems or Sustaining Support for Operating Systems as described above and in the Oracle Technical Support Levels section below.

Refer to the attached document titled “Lifetime Support Policy: Coverage for Sun Software and Operating System Products” (PDF) for Oracle Solaris, Oracle Linux and Oracle VM program releases that are, or will be, covered by the Lifetime Support Policy.

Notes:

1. Solaris Express - Program fixes and security patches for Solaris Express will be provided for six (6) months from the date that a release of Solaris Express becomes generally available. This applies to program fixes and security patches released by Oracle and does not include freely available updates from the OpenSolaris or Solaris Express Community.
2. Oracle Solaris 8 – For customers with a current support contract for the Oracle Solaris 8 release, new Severity 1 fixes and new security fixes will be available for the period of July 2012 – October 2014.

4. Oracle Technical Support Levels for Systems

Oracle Premier Support for Systems

Oracle Premier Support for Systems consists of services in support of hardware systems, operating system software and integrated software (including integrated software options). For hardware systems, this support is limited to (i) server and storage hardware and (ii) Tekelec BNS and PIC hardware. For Oracle servers, this support applies to the following operating system software: Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. For Tekelec BNS and PIC hardware, this support applies to the operating system software included with the hardware system. Unless otherwise stated in this section, Oracle Premier Support for Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- 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 (including integrated software options), if and when made available at Oracle’s discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates"
- Onsite hardware support for Oracle server or storage systems
- Field Change Orders – system modification recommendations
• 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
• 24x7 access to Oracle Unbreakable Linux Network
• Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot
• Hardware certification
• Backport of fixes, 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 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
• Access to Platinum Services as described at http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
• Non-technical customer service during normal business hours

Notes:
1. 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 your hardware system while the hardware 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 (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.

System Maintenance
You agree to perform prescribed system maintenance, including but not limited to, installing software updates for system software or integrated software, maintaining file systems, replacing air filters and batteries as needed, and tracking proactive diagnostic information.

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 “Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates.” 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. After five (5) years from last ship date, replacement parts may not be available and/ or the response times for sending replacement parts may be delayed.

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). You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives (“drives”) before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. 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.
Oracle Premier Support for Operating Systems
Oracle Premier Support for Operating Systems consists of services in support of (i) operating system and virtualization software for Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM and (ii) integrated software (including integrated software options). Unless otherwise stated in this section, Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- 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 (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "Delivery Method Chart: Replacement Parts and Installation of Integrated Software 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
- 24x7 access to Oracle Unbreakable Linux Network
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot
- Hardware certification
- Backport of fixes, 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 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 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 your hardware system while the hardware 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 (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.

Extended Support for Operating Systems
Extended Support for Operating Systems may be offered for certain supported Oracle Solaris operating system software releases after Premier Support expires. Please see Oracle's Lifetime Support Policies for more information. When Extended Support for Operating Systems is offered, it is generally available for the terminal codeline release of a program. Unless otherwise stated in this section, supported Oracle Solaris operating system software releases for which Extended Support for Operating Systems is offered and in the Extended Support lifecycle will receive Oracle Premier Support for Operating Systems or technical support for Oracle Solaris under Oracle Premier Support for Systems limited to the following:

- Program updates, fixes, security patches, and security alerts
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
• Major product and technology releases for Oracle Solaris operating system software, if and when made available at Oracle’s discretion, which may include 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
• Access to Platinum Services as described at http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf

Non-technical customer service during normal business hours

Extended Support for Operating Systems does not include:
• Certification with most new third-party products/versions or most new Oracle programs

Extended Support for Operating Systems is not available for OpenSolaris, Trusted Solaris 8, Oracle Linux and Oracle VM.

Sustaining Support for Operating Systems
Sustaining Support for Operating Systems may be available for certain operating system software releases. Program releases eligible for Sustaining Support for Operating Systems will receive Oracle Premier Support for Operating Systems or technical support for the operating system under Oracle Premier Support for Systems limited to the following:

• Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems, and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
• Critical patch updates for Oracle Solaris operating system software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
• Upgrade tools created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems period and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends).
• 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
• 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
• Non-technical customer service during normal business hours

Sustaining Support for Operating Systems does not include:
• New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates
• New critical patch updates for Oracle Solaris operating system software
• New upgrade tools
• Certification with most new third-party products/versions or most new Oracle products
• 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
• Hardware certification
• Backport of fixes
• Previously released fixes or updates that Oracle no longer supports
Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

**Oracle Premier Support for Oracle Retail and Hospitality Hardware**

Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of services in support of point of sale hardware systems. Point of sale hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions (“Oracle Retail and Hospitality Hardware”). Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Onsite hardware support for Oracle Retail and Hospitality Hardware specified as Field Replaceable Units in the “Oracle Retail and Hospitality Hardware Delivery Method Chart”
- Non-technical customer service during normal business hours

**Response Time Targets for the United States and Canada**

Onsite response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware in the United States and Canada are as specified in the Onsite Response Time Targets section below.

**Response Time Targets for EMEA**

The response time targets for EMEA (defined below), regardless of severity level, are limited to (i) Advanced Parts Exchange or (ii) onsite assistance, if Oracle determines, in its sole discretion, that onsite support is appropriate. If Oracle determines that onsite assistance will be provided then reasonable efforts will be made to have an engineer arrive at your location within the response time target guidelines below. The response time targets specified in the guidelines below are during local business hours only. Oracle’s failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle’s discretion. For purposes of this section, EMEA includes the following countries: Austria, Belgium, Denmark, Finland, France, Germany, Hungary, Ireland, Israel, Italy, Luxembourg, Netherlands, Norway, Poland, Portugal, Spain, Sweden, Switzerland and United Kingdom.

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<thead>
<tr>
<th>Response Time Targets for EMEA</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Advanced Parts Exchange or 4 hour onsite assistance (as described above)</td>
<td>Austria, Belgium, Germany, Hungary, Ireland, Italy, Luxembourg, Netherlands, Spain, United Kingdom</td>
</tr>
<tr>
<td>Advanced Parts Exchange or 8 hour onsite assistance (as described above)</td>
<td>Denmark, Finland, France, Norway, Portugal, Sweden</td>
</tr>
<tr>
<td>Advanced Parts Exchange or next business day onsite assistance (as described above)</td>
<td>Israel, Poland, Switzerland</td>
</tr>
</tbody>
</table>

**Response Time Targets for JAPAC**

The response time targets for JAPAC (defined below), regardless of severity level, are limited to (i) return to depot or (ii) onsite assistance, if Oracle determines, in its sole discretion, that onsite support is appropriate. If Oracle determines that onsite assistance will be provided then reasonable efforts will be made to have an engineer arrive at your location within the response time target guidelines below. The response time targets specified in the guidelines below are during local business hours only. Oracle’s failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle’s discretion. For purposes of this section, JAPAC includes the following countries: Australia, Cambodia, Guam, Hong Kong, India, Japan, Korea, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam.

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<tr>
<th>Response Time Targets for JAPAC</th>
<th>Country</th>
</tr>
</thead>
<tbody>
<tr>
<td>Return to depot or 4 hour onsite assistance (as described above)</td>
<td>Australia, New Zealand</td>
</tr>
<tr>
<td>Return to depot or next business day onsite assistance (as described above)</td>
<td>Hong Kong, India, Japan, Korea, Macau, Malaysia, Myanmar, Philippines, Singapore, Taiwan, Thailand, Vietnam</td>
</tr>
<tr>
<td>Return to depot</td>
<td>Cambodia, Guam, Laos, Maldives, Sri-Lanka,</td>
</tr>
</tbody>
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System Maintenance
You agree to perform system maintenance on the Oracle Retail and Hospitality Hardware as prescribed by Oracle in the relevant Oracle Retail and Hospitality Hardware documentation.

Replacement Oracle Retail and Hospitality Hardware
If Oracle determines that the replacement of Oracle Retail and Hospitality Hardware is necessary, Oracle will send replacement Oracle Retail and Hospitality Hardware (“replacement hardware”) to your location in accordance with the "Oracle Retail and Hospitality Delivery Method Chart". Oracle will use reasonable efforts to send replacement hardware to you consistent with the response time target guidelines above. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five (5) years from last ship date, of the Oracle Retail and Hospitality Hardware replacement hardware may not be available and/or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Oracle Retail and Hospitality Hardware
If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives (“drives”) before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning hardware within forty-five (45) days of shipment to you and/or if Oracle determines the malfunctioning hardware has been maltreated or used in a manner other than in accordance with the relevant documentation, you will be charged the then-current fee for the malfunctioning hardware.

Oracle Communications Network Premier Support
Oracle Communications Network Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for (i) Oracle Communications EAGLE hardware products and (ii) Oracle Acme Packet hardware products, except as otherwise specified in this section. The following Oracle Acme Packet hardware products are excluded and not eligible for Oracle Communications Network Premier Support: Oracle Acme Packet 1100 and 3820 hardware products, Oracle Enterprise Session Border Controller integrated software, Oracle Communications Applications Session Border Controller integrated software and Oracle Enterprise Communications Broker integrated software. Oracle Communications Network Premier Support consists of:

- Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options) for Oracle Communications EAGLE hardware
- Major product and technology releases for integrated software (including integrated software options), if and when made available at Oracle’s discretion, which may include 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
For Oracle Communications Network Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle’s failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle’s discretion.

<table>
<thead>
<tr>
<th>Severity Level</th>
<th>Response Time¹</th>
<th>Remote Restoration Time¹</th>
<th>Resolution Time¹</th>
</tr>
</thead>
<tbody>
<tr>
<td>Severity 1</td>
<td>15 minutes</td>
<td>6 hours</td>
<td>30 calendar days</td>
</tr>
<tr>
<td>Severity 2</td>
<td>15 minutes</td>
<td>48 hours</td>
<td>30 calendar days</td>
</tr>
<tr>
<td>Severity 3</td>
<td>N/A</td>
<td>N/A</td>
<td>180 calendar days</td>
</tr>
</tbody>
</table>

1. For purposes of the above table, the following definitions apply:
   - Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
   - Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable hardware system and when Oracle notifies you that a resolution has been offered. The Remote Restoration Time frames do not apply if (i) you do not have spares available onsite, (ii) integrated software or integrated software option code changes are required or (iii) onsite assistance is required by Oracle.
   - Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

**Oracle Communications EAGLE Premier Support**

Effective July 7, 2015, Oracle Communications EAGLE Premier Support is no longer available with new first year license and technical support orders. If you are currently under an active support contract for Oracle Communications EAGLE Premier Support then you may continue to renew Oracle Communications EAGLE Premier Support.

Oracle Communications EAGLE Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for Oracle Communications EAGLE hardware products only. Oracle Communications EAGLE Premier Support consists of:

- Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options)
- Major product and technology releases for integrated software (including integrated software options), if and when made available at Oracle’s discretion, which may include 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

For Oracle Communications EAGLE Premier Support only, reasonable efforts will be made to respond to service requests per the Response Times set forth in the guidelines below; however, Oracle’s failure to adhere to the times stated will not constitute a breach by Oracle. The guidelines are for informational purposes only and subject to change at Oracle’s discretion.

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</tr>
</tbody>
</table>
1. For purposes of the above table, the following definitions apply:
   - **Response Time** - The elapsed time beginning when you create a service request until Oracle first responds to you.
   - **Remote Restoration Time** - The elapsed time beginning when Oracle achieves remote access to the applicable hardware system and when Oracle notifies you that a resolution has been offered. The Remote Restoration Time frames do not apply if (i) you do not have spares available onsite, (ii) integrated software or integrated software option code changes are required or (iii) onsite assistance is required by Oracle.
   - **Resolution Time** - The elapsed time beginning when you create a service request to when your issue is resolved.

5. **Additional Services Available for Purchase**

**Oracle Priority Service for Sun Ray Peripherals**
Oracle Priority Service for Sun Ray Peripherals consists of:

- Advanced Parts Exchange for keyboards, monitors and country kits; with next business day delivery to your location
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

**Oracle Customer Data & Device Retention Service**
Oracle Customer Data & Device Retention Service permits you to retain disk drive(s), flash cache and/or parts that may contain sensitive, confidential, or classified data that have been removed from your hardware system. For the purposes of this service, (i) a disk drive is defined as a spinning media device that stores data accessed by the server, storage array, or tape system, (ii) flash cache is defined as any device having the ability to store information on a solid state media that is re-writable, and (iii) a part is defined as any item in a server, storage device, or network device containing non-volatile random access memory.

Oracle Customer Data & Device Retention Service consists of the following:
- If Oracle, in its sole discretion, determines that a disk drive(s), flash cache and/or parts need to be replaced, Oracle will send a replacement disk drive(s), flash cache, and/or parts to your location. Oracle personnel will install the replacement disk drive(s), flash cache and/or part and return the failed memory component to you. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below.

If you acquire Oracle Customer Data & Device Retention Service, you will:
- Provide access to your facilities, systems, and operating environment, including root access.
- Provide access to your personnel, including IT and operational staff
- Provide a designated point of contact
- Be responsible for the proper disposal/destruction of replaced disk drive(s), flash cache and/or parts.

If you add Oracle Customer Data & Device Retention Service, you must maintain Oracle Premier Support for Systems; you must acquire Oracle Customer Data & Device Retention Service for (i) all servers of the same model number, (ii) all storage devices of the same model number, and/or (iii) all networking devices of the same model number.

If you renew Oracle Customer Data & Device Retention Services, the renewal fee for such services will be based on the Oracle Customer Data & Device Retention Service pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.
Oracle Onsite Spares
Oracle Onsite Spares provides you with delivery and maintenance of parts at your designated location(s). This service includes only those parts that are specified on your order.

Oracle Onsite Spares consists of the following:

- Parts
- Maintenance and replacement of parts
- Setup of parts onsite
- Semi-annual cycle counts
- Retrieval of parts at end of Support Period

If you acquire Oracle Onsite Spares, you will:

- Provide a secure storage area for parts clearly marked “Property of Oracle. You will ensure that (i) entry to such secure area is restricted to your personnel directly involved in shipping and receiving parts, and (ii) all vehicle and pedestrian access to your warehouse premises is secured against unauthorized access.
- Provide a designated point of contact

In order to acquire Oracle Onsite Spares, you must maintain Oracle Premier Support for Systems.

Oracle will maintain title to and ownership of parts unless or until any such part is exchanged with a damaged or faulty part and installed on a hardware system. Also, with the transfer of title to a part to you, title to the identical damaged or faulty part is transferred to Oracle.

If you renew Oracle Onsite Spares, the renewal fee for such services will be based on the Oracle Onsite Spares pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Business Critical Service for Systems
Oracle offers a service to provide additional service-levels for systems running mission critical business functions. For information about the available service, please refer to http://www.oracle.com/us/corporate/contracts/bus-critical-service-for-systems-1927926.pdf

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Business Critical Service for Systems is not subject to the Reinstatement policies stated above.

Advanced Customer Support
If you acquire any of the below Advanced Customer Support services on your order, Oracle will provide the services described in the applicable exhibit(s) specified below:

- Oracle Priority Support
- Oracle Priority Support Advantage
- Oracle Functional Help Desk
- Oracle Standard Systems Installations:
  - Oracle Standard System Installation ("OSSI") - Basic Service Exhibit
  - Oracle Standard System Installation ("OSSI") with Site Audit Services Exhibit
  - Oracle Standard System Installation ("OSSI") without Site Audit Services Exhibit
- Oracle Standard Software Installation and Configuration for Systems
- Oracle Engineered Systems Configuration Services
- Oracle Preproduction Readiness Review for Oracle Platinum Services
- Oracle Preproduction Readiness Review for Oracle Platinum Services
- Oracle Go-Live Support for Oracle Platinum Services
- Oracle Go-Live Support for Oracle Platinum Services
- Oracle Start-Up Pack for Engineered Systems
Oracle Tekelec Professional Services

If you acquire any of the below Tekelec Professional Services on your order, Oracle will provide the services described in the Tekelec Professional Services Descriptions.

- Oracle Communications Hardware Engineering Site Survey – Per Node Per Site
- Oracle Communications Hardware Installation – Per DC Frame or DC Application Frame enclosure extension
- Oracle Communications Hardware Installation – Per AC Frame
- Oracle Communications DC Hardware Extension Installation – Per Frame – Rack mount server and Shelf additions
- Oracle Communications Hardware Extension Installation – AC or DC Blade Server/Eagle Card/Switches – Per 16 cards switches per site
- Oracle Communications AC Hardware Extension Installation – Per Frame – Rack mount servers and AC enclosure additions

6. Web-Based Customer Support Systems

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.

The following Oracle hardware products are not currently supported under My Oracle Support: Oracle Retail and Hospitality Hardware (EMEA and US Cruise only).


Access to the following MICROS Systems web-based customer support systems for Oracle Retail and Hospitality Hardware: Clarify SelfService, MS CRM, Heat Portal and MICROS Self Service Customer Support Portal are governed by the Terms of Use posted on the applicable MICROS Systems web site. The terms of Use are subject to change and a copy of these terms is available upon request. Access to the MICROS Systems web-based customer support systems is limited to your designated technical contacts. Oracle Retail and Hospitality Hardware supported by the MICROS United States and Canadian support teams (except US Cruise) has transitioned from Clarify SelfService, PTS, ZenDesk and Onyx to My Oracle Support.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Oracle Premier Support for Systems and Oracle Premier Support for Operating Systems.

7. 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 hardware system (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. 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. The tools may be subject to availability for selected products.

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.

**Auto Service Request**

Auto Service Request ("ASR") allows Oracle products which are ASR-enabled to automatically initiate a service request when specific hardware faults occur by sending fault telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. The specific hardware faults detected by ASR vary by product type, product version and operating system. Not all hardware faults are detected or sent to Oracle. The ASR fault coverage is subject to change by Oracle at any time and without prior notice.


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 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 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).

Notwithstanding the restriction above, if you are subject to the United States Health Insurance Portability and Accountability Act (HIPAA) and would like to submit protected health information (PHI) to Oracle as part of receiving technical support services, then you must:

- Execute a business associate agreement with Oracle that specifically references and covers your technical support services
- Submit PHI only in service request attachments on the My Oracle Support customer portal
- Not include PHI in the body of service requests
- When prompted in My Oracle Support, indicate that the service request attachment may contain PHI
- Disable automated file uploads that send files to Oracle as service request attachments
9. Severity Definitions

Service requests for your covered hardware system 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 covered hardware system 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

Except as otherwise specified, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For MICROS Systems hardware in Australia, Cambodia, Guam, Hong Kong, India, Japan, Laos, Macau, Malaysia, Maldives, Myanmar, New Zealand, Philippines, Singapore, Sri-Lanka, Taiwan, Thailand and Vietnam, reasonable efforts will be made to respond to Severity 1 service requests within two (2) business hours. For MICROS Systems hardware in Austria, Belgium, Korea and Portugal, reasonable efforts will be made to respond to Severity 1 service requests within four (4) hours. For MICROS Systems hardware in Denmark, Finland, France, Hungary, Ireland, Israel, Luxembourg, Norway, Poland, Sweden, Switzerland and United Kingdom, reasonable efforts will be made to respond to Severity 1 service requests within six (6) hours. For response efforts associated with Oracle Communications EAGLE Premier Support, please see the Oracle Communications EAGLE Premier Support section above. For response efforts associated with Oracle Communications Network Premier Support, please see the Oracle Communications Network Premier Support section above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported hardware systems (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. 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. 24 hour commitment to Severity 1 service requests is not available for Oracle Retail and Hospitality Hardware (EMEA and JAPAC only).

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.
10. Onsite Response Time Targets for Hardware Support

Except as otherwise specified herein, response time targets for hardware support are as specified below. The response time target for Sun Ray Clients, regardless of severity level, is limited to Advanced Parts Exchange with next business day delivery to your location. The response time targets for (i) hardware eligible for Oracle Communications EAGLE Premier Support or Oracle Communications Network Premier Support and (ii) Tekelec BNS and PIC hardware, regardless of severity level, are limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle’s acknowledgement that replacement of a hardware part is necessary. The response time target for the Oracle Acme Packet hardware products excluded and not eligible for Oracle Communications Network Support, regardless of severity level, is limited to Advanced Parts Exchange with next business day shipment to your location. Please review the Oracle Communications Network Premier Support section above for excluded Oracle Acme Packet hardware products.

The response time targets for Front Porch Digital hardware, regardless of severity level, are limited to (i) Advanced Parts Exchange with next business day delivery to your location or (ii) next business day, if Oracle determines, in its sole discretion, that onsite support is appropriate. The response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware (i) in EMEA and JAPAC, are as specified in the Oracle Premier Support for Oracle Retail and Hospitality Hardware section above, (ii) on a ship or other water vessel, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle’s receipt of the malfunctioning hardware, and (iii) on an island country, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle’s acknowledgement that replacement of a hardware part is necessary.

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: Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location

Within 4 hours: Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location

Next Day: Your covered 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: Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location

Within same business day: Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location

Next Business Day: Your covered 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 your covered hardware system 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 covered hardware system. 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 your covered hardware systems.

**11. Contact Information**

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