

Oracle Hardware and Systems Support Policies

Effective Date: 1-February-2012

OVERVIEW

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server and storage 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 systems software, technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of the operating system, running unaltered, and on a certified 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 equipment manufactured by or for Oracle, including components and options ("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 support is referred to as a "covered hardware system." Components and options purchased separately 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 hardware support service as described below. (Note: These offerings are not available for non-Oracle/Sun hardware).

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/Sun 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/Sun.

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 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).

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 date of shipment of the hardware unless stated otherwise in your ordering document. Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"), unless stated otherwise in your ordering document. 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.

Matching Service Levels

When acquiring technical support, all hardware systems must be supported (e.g., Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems) or all hardware systems must be unsupported. For the purpose of this section, hardware systems include (i) all of your hardware systems running the Solaris Operating system release 10 Update 9 or later and (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. Hardware systems that have reached an end of service life are excluded from the above policy, and hardware systems that you register with Oracle as retired are excluded from the above policy.

Reinstatement of Oracle Technical Support

If Oracle Premier Support for Systems 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 shipment 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 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 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.

With the order of Oracle Premier Support for Operating Systems and/or Oracle Premier Support for Systems, 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 of 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; however, please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices Section below.

Second Line Support shall consist of (i) a diagnosis of problems or issues of the supported 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.

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:

- Oracle Premier Support for Systems and Oracle Premier Support for Operating Systems
- Extended Support for Operating Systems(if offered)
- Sustaining Support for Systems and Sustaining Support for Operating Systems

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

When offered, Oracle Premier Support for Systems will be available for five years from the Last Ship Date of the hardware system. If offered, support may be extended with Sustaining Support for Systems, which will be available for as long as you maintain Oracle Premier Support for Systems for your Oracle hardware system.

When offered, Oracle Premier Support for Operating Systems will be available for eight years from the date a release of the operating system becomes generally available, except as noted below. If offered, support may be extended for an additional three years with Extended Support for Operating Systems for specific releases. 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 may be extended with Sustaining Support for Operating Systems, which will be available for as long as you maintain Oracle Premier Support for Operating Systems for your Oracle hardware system.

Refer to the attached document titled [“Lifetime Support Policy: Coverage for Hardware and Operating Systems”](#) (PDF) for specific hardware and operating systems that are, or will be, covered by the Lifetime Support Policy.

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

Notes:

1. OpenSolaris - Program fixes and security patches for OpenSolaris will be provided for six (6) months from the date that a release of the OpenSolaris becomes generally available. This applies to program fixes and security patches released by Oracle and does not include freely available updates from the OpenSolaris Community.

Third-Party Products

Installation of non-Oracle product by you, or your representative (other than by Oracle), into an Oracle hardware system is strongly discouraged due to the serviceability implications outlined below.

Unless third-party product is expressly identified under the applicable technical support contract, Oracle's technical support applies only to those products that have been both (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by and Oracle-authorized partner). Oracle does not support any other third-party products installed into or attached to Oracle hardware systems. Further, if third-party product is installed, or fails, in a manner that damages the Oracle hardware system, then the technical support will not cover such damage. Replacement or repair of any damaged components in these situations would be subject to additional charges.

Installation of non-Oracle product into an Oracle hardware system 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 the third-party product from the Oracle hardware system.

For those failure conditions directly or indirectly related to third-party product (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the third-party product, or require the customer to remove the third-party product, before commencing with the troubleshooting process. Oracle's services for removing the third-party product will be subject to additional charges.

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

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

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 (e.g., firmware). For hardware systems, this support is limited to Oracle/Sun hardware only. For Oracle/Sun servers, this support applies to the following operating system software: Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. Oracle Premier Support for Systems consists of:

- Program updates, patches, fixes¹, security patches, and security alerts for operating system software and integrated software (e.g., firmware)
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (e.g., firmware), which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the ["Hardware Products Delivery Method and Installation Chart"](#)
- Onsite hardware support for Oracle/Sun 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 and/or Pillar Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- For Pillar Data Systems hardware, ability to log service requests as specified in the following link: <http://www.oracle.com/us/corporate/Acquisitions/pillardata/support-459782.html>
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware certification
- Backport of fixes¹, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>.
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours
- For Pillar Data Systems hardware, web-based support is provided through Pillar Customer Support Portal. For all other Oracle hardware web-based support is provided through My Oracle Support.

Notes:

1. Oracle will only provide bug fixes for certain versions of Oracle Linux and Oracle VM programs as provided on <http://linux.oracle.com/supported.html>.

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. Oracle personnel will install the replacement part unless Oracle determines that you can install the replacement part yourself. If you request that Oracle replace a self service replacement part then you will be charged an additional fee for the installation. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Times Targets for Hardware Support noted below. Replacement parts will be of new or like-new quality.

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 instructions from Oracle (unless you have an agreement with Oracle allowing you to retain the malfunctioning part). If Oracle delivers a replacement part to you, you must have the malfunctioning part ready for immediate exchange upon delivery. All malfunctioning parts become Oracle's property upon removal from your site. If you fail to return or exchange any malfunctioning part, you will be charged the then-current fee.

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, Oracle VM, and Sun Ray Device Operating Software and (ii) integrated software (e.g., firmware). Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes¹, security patches, and security alerts for operating system software and integrated software (e.g., firmware)

- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (e.g., firmware), which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "[Hardware Products Delivery Method and Installation Chart](#)"
- 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
- Hardware certification
- Backport of fixes¹, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>.
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours

Notes:

1. Oracle will only provide bug fixes for certain versions of Oracle Linux and Oracle VM programs as provided on <http://linux.oracle.com/supported.html>.

Extended Support for Operating Systems

Extended Support for Operating Systems may be available for certain Oracle Solaris operating system software releases. When Extended Support for Operating Systems is offered, it is generally available for three years following the expiration of Oracle Premier Support for Operating Systems and only for the terminal codeline release of a program.

Oracle Solaris operating system software releases eligible for Extended Support for Operating Systems will receive Oracle Premier Support for Operating Systems but limited to the following:

- Major product and technology releases for Oracle Solaris operating system software
- Program updates, fixes, security patches, and security alerts
- Upgrade tools
- General maintenance releases, selected functionality releases, and documentation updates for Oracle Solaris operating system software
- 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

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, Oracle VM, and Sun Ray Device Operating Software.

Sustaining Support

Sustaining Support for Systems – Sustaining Support for Systems may be available for certain hardware systems, operating system software and integrated software (e.g., firmware).

Hardware Systems, operating system software and integrated software (e.g., firmware) eligible for Sustaining Support for Systems will receive Oracle Premier Support for Systems limited to the following:

- Onsite hardware support for Oracle/Sun server or storage systems eligible for Sustaining Support for Systems
- Program updates, patches, fixes, security patches, and security alerts created during the Oracle Premier Support for Systems period.
- Upgrade tools created during the Oracle Premier Support for Systems period.
- General maintenance releases, selected functionality releases, and documentation updates created during the Oracle Premier Support for Systems period
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support and/or Pillar Customer Support Portal (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Non-technical customer service during normal business hours

Sustaining Support for Systems does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates or upgrade tools
- Guaranteed availability of replacement parts
- 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
- Previously released fixes or updates that Oracle no longer supports.

Sustaining Support for Operating Systems - Sustaining Support for Operating Systems may be available for certain Oracle Premier Support for Operating Systems program releases.

Program releases eligible for Sustaining Support for Operating Systems will receive Oracle Premier Support for Operating Systems limited to the following:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software (e.g., firmware) created during the (i) Oracle Premier Support for Operating Systems period, and created during the (ii) Extended Support for Operating Systems period for those customers who purchased Extended Support for Operating Systems. Customers who do not maintain Extended Support for Operating Systems but acquire Sustaining Support will receive the items listed in (i) immediately above, as well as items listed in (ii) but only after the Extended Support period ends.
- Upgrade tools created during the Oracle Premier Support for Operating Systems period.
- 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 Management Pack for Linux. To access and download the Oracle Management Pack for Linux, go to <http://www.oracle.com/technetwork/oem/grid-control/omp-linux-091367.html>
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- 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 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 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

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 annual technical support fees, including contractual caps for Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems, do not apply to Oracle Customer Data & Device Retention Service, unless expressly stated otherwise in your contract.

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 annual technical support fees, including contractual caps for Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems, do not apply to Oracle Onsite Spares, unless expressly stated otherwise in your contract.

Oracle Standard Systems Installation

Oracle Standard Systems Installation consists of services to install and configure hardware system(s). Oracle Standard Systems Installation is comprised of the following three (3) services:

- [Oracle Standard Systems Installation Exhibit – Basic](#)
- [Oracle Standard Systems Installation Exhibit – Standard](#)
- [Oracle Standard Systems Installation Exhibit – No site visit required](#)

If you acquire any of the above Oracle Standard Systems Installation services on your order, Oracle will provide the services described in the applicable exhibit(s) specified above.

Priority Service

Priority Service is available for hardware systems and consists of:

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

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

If you purchase Priority Service, you must maintain a current Oracle Premier Support for Systems and/or Oracle Premier Support for Operating Systems contract for all of your hardware systems.

If you renew Priority Service, the renewal fee for such services will be based on the Priority Service pricing policies in effect at the time of renewal. Contractual caps on annual technical support fees, including contractual caps for Oracle Premier Support for Systems and/or Oracle

Premier Support for Operating Systems, do not apply to Priority Service, unless expressly stated otherwise in your contract.

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 hardware systems are not currently support under My Oracle Support: Pillar Data Systems hardware systems.

Pillar Customer Support Portal

The following applies to Pillar Data Systems hardware systems only:

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

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.

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 ordering document, or readme that a tool is provided under separate license terms ("Separate Terms")

then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

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.

GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/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 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 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

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

24 Hour Commitment to Severity 1 Service Requests: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact

during this 24x7 period, either on site or by 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, 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.

ONSITE RESPONSE TIME TARGETS FOR HARDWARE SUPPORT

Response time targets for hardware support are as specified below, except for Sun Ray Clients. 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.

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.

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>.