

# Oracle Software as a Service Support Policies

Effective Date: 30-March-2010

## OVERVIEW

These Oracle Software as a Service ("SaaS") Support Policies apply to the support provided by Oracle as part of the SaaS offering acquired by you under your ordering document. SaaS support is subject to the terms and conditions of the ordering document, including the Oracle Software as a Service Agreement. The SaaS services policies referenced in your ordering document may further describe the support provided by Oracle specific to the SaaS offering acquired by you under your order.

SaaS support does not include services for any Oracle service offering or program that is not expressly provided by Oracle as part of the SaaS offering under your ordering document. You may not obtain support for the SaaS offering via any other Oracle support service offering.

As used in these SaaS Support Policies, "you" and "your" refers to the individual or entity that has ordered SaaS from Oracle or an authorized distributor, as applicable.

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

*These SaaS 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 SaaS support provided during the period for which fees for the applicable SaaS offering have been paid.*

To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

## SUPPORT TERMS

### SaaS Fees

The fees paid by you for the SaaS offering under your ordering document include the SaaS support described in these SaaS Support Policies. You will not be separately invoiced for support provided as part of the SaaS offering.

### Support Period

SaaS support is effective upon the effective date specified in your ordering document, and ends upon the expiration or termination of the SaaS offering under such ordering document (the "support period"). Oracle is not obligated to provide SaaS support beyond the end of the support period.

### Technical Contacts

Your technical contacts are the sole liaisons between you and Oracle for support of the SaaS 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 SaaS programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should 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 Oracle whenever technical contact responsibilities are transferred to another individual.

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.

## **SaaS Program Updates**

"Update" means a subsequent release of the SaaS program which Oracle generally makes available for its SaaS customers at no additional fee. Updates for SaaS programs do not include any release, option, service or program that Oracle licenses separately. As part of support for SaaS, Oracle will provide updates to SaaS programs during the support period when available (as determined by Oracle). Oracle is under no obligation to develop any future services, programs or functionality. If an update for a SaaS program is made available to you pursuant to these SaaS Support Policies, it shall replace the previous version of such SaaS program.

## **First and Second Line Support**

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

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the SaaS program, you may contact Oracle for "Second Line Support."

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

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the practices described in these SaaS Support Policies.

## **ORACLE SaaS SUPPORT**

Oracle SaaS support consists of:

- The Second Line Support described above
- Program updates, fixes, security alerts, and critical patch updates
- 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 system), including the ability to log service requests online
- Non-technical customer service during normal business hours

## **CUSTOMER SUPPORT SYSTEMS**

My Oracle Support is Oracle's customer support web site for SaaS support. Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site, which are subject to change. A copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts. Access to My Oracle Support is included as part of the Oracle SaaS offering acquired by you under your ordering document.

## SECURITY PRACTICES FOR SaaS SUPPORT

Oracle is deeply committed to the security of SaaS support. In providing SaaS support, Oracle will adhere to the Oracle SaaS Security Practices referenced in the SaaS services policies under your ordering document.

## SEVERITY DEFINITIONS

Service requests for SaaS programs may be submitted by you online through Oracle's web-based customer support systems, by email, 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 SaaS program 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

Oracle will use reasonable efforts to respond to Severity 1 service requests within one (1) hour. Oracle will work 24x7 until the Severity 1 service request is resolved or as long as useful progress can be made. You must provide Oracle 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 of the SaaS program are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

### Severity 3

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

### Severity 4

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

## SERVICE REQUEST SEVERITY LEVEL

**Initial Severity Level** – At the time Oracle accepts a service request, Oracle will record an initial severity level of the service request based on the Severity definitions defined above. Oracle's initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.

**Downgrades Of Severity Levels** – If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the SaaS program, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

**Upgrade of Severity Levels** – If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the SaaS program, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact. In requesting any assignment of a higher severity level, you must provide Oracle with sufficient information that demonstrates the increased impact of the issue on the production operation of the service.

**Adherence to Severity Level Definitions** – You shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the SaaS program. You acknowledge that Oracle is not responsible for any failure to meet performance standards caused by your misuse or misassignment of severity level designations.

## **SERVICE REQUEST ESCALATION**

If you believe in good faith that you have not received quality or timely assistance in response to a SaaS service request or that you urgently need to communicate important support related business issues to Oracle management, your technical contact may escalate the service request by contacting Oracle and requesting that the service request be escalated. The escalation process should not be used if you wish to change the reported business impact of the issue and as otherwise indicated in My Oracle Support.

For service requests that are escalated, the Oracle support analyst will engage the Oracle service request escalation manager who will be responsible for managing your escalation. The Oracle service request escalation manager will work with you to develop an action plan and allocate the appropriate Oracle resources. If the issue underlying the service request continues to remain unresolved, you may contact the Oracle service request escalation manager to review the service request and request that it be escalated to the next level within Oracle as required. To facilitate the resolution of an escalated service request, you are required to provide contacts within your organization that are at the same level as that within Oracle to which the service request has been escalated.

## **CONTACT INFORMATION**

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