ORACLE

Oracle Hardware and Systems Support Policies

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TABLE OF CONTENTS

1. OVERVIEW 3
2. SUPPORT TERMS 5
3. LIFETIME SUPPORT 10
4. ORACLE TECHNICAL SUPPORT LEVELS FOR SYSTEMS 12
5. ADDITIONAL SERVICES AVAILABLE FOR PURCHASE 26
6. WEB-BASED CUSTOMER SUPPORT SYSTEMS 28
7. TOOLS USED TO PERFORM TECHNICAL SUPPORT SERVICES 29
8. GLOBAL CUSTOMER SUPPORT DATA PROTECTION PRACTICES 30
9. SEVERITY DEFINITIONS 31
10. ONSITE RESPONSE TIME TARGETS FOR HARDWARE SUPPORT 32
11. CONTACT INFORMATION 33

1. OVERVIEW

Unless otherwise stated, these Hardware and Systems Support Policies apply to technical support for all Oracle server, storage, networking, and point of service 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 and integrated software option software, technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of the operating system or integrated software option, running unaltered, and on a certified hardware configuration, as specified in your order or program documentation. All patches, bug fixes, and other code received from Oracle as part of the support services shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the operating system or integrated software option program(s).

Technical support associated with Oracle Linux and Oracle VM may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, are referenced in the Oracle Linux and/or Oracle VM program documentation. The program documentation also includes a list of additional programs that are supported under each level of Oracle Technical Support for Systems. Oracle supports the Oracle Linux and/or Oracle VM functionality described in the program documentation, unless the documentation specifically states otherwise. The program documentation is available at www.oracle.com/documentation. Links to third-party websites included in Oracle Linux and Oracle VM program documentation do not imply that Oracle supports the functionality described in that 3rd party website. Oracle may release additional Oracle Linux and/or Oracle VM programs for which Oracle Linux or Oracle VM support is limited to installation assistance only. Program availability, bug fixes and security errata may be made available or removed for these programs as they are released and removed upstream. Certain channels contain packages that fall exclusively in this category and these channels are listed in the Oracle Linux and/or Oracle VM program documentation available at www.oracle.com/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 service 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.

For Oracle to provide technical support for hardware relocated outside the original country of delivery, notice of hardware relocation is required (unless the original country of delivery is in the European Union and the hardware is relocated within the European Union). To provide notice of hardware relocation, you must submit a completed Hardware Relocation Form which can be found here. If the original country of delivery is in the European Union, and the hardware is relocated within the European

Union, notice is not required; however, at your option, you may submit a completed Hardware Relocation Form to facilitate the provision of technical support. Once you have submitted the Hardware Relocation Form, Oracle will review and within one week of receipt of the form provide you with confirmation, prior to your relocation of the hardware, that the hardware meets compliance within the new country. If in compliance, relocated hardware will be entitled to the technical support available in the country to which the hardware is relocated. In case hardware is relocated outside an Oracle Service Location, technical support needs to be ordered through a local authorized Field Delivery Support Provider.

If your contract provides for any onsite technical support services, you must provide a safe and healthful workspace for all Oracle resources performing technical support services at your site (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing technical support services in the workspace, and ergonomically correct work stations, etc.). If the performance of on-site Services becomes negatively impacted due to a declared disaster, public health or safety concern, or national or global emergency, Oracle and You shall cooperate in good faith to review such impact.

If requested, Oracle resources will obtain a badge to enter Your facilities and comply with Your reasonable physical security and safety policies and procedures while on-site, to the extent they do not violate any applicable law (including privacy laws), place Oracle resources in harm, or require Oracle resources to undergo background checks or other screening (unless set forth in Your order). However, no terms included in any such policies and procedures shall modify the Services, and You shall provide training regarding such policies and procedures as requested.

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 at Oracle's discretion 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.

Oracle will provide technical support in accordance with Oracle's services privacy policy available at https://www.oracle.com/legal/privacy/services-privacy-policy.html and Oracle's Global Customer Support Security Practices, as referenced below.

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).

Note: As of September 13, 2024, (i) Oracle Premier Support for MICROS Hardware has been renamed Oracle Premier Support for Oracle Point of Service Hardware and (ii) Oracle Advanced Parts Exchange for MICROS Hardware has been renamed to Oracle Advanced Parts Exchange for Oracle Point of Service Hardware. In this technical support policy a) all references to Oracle Premier Support for Oracle Point of Service Hardware shall include Oracle Premier Support for MICROS Hardware and/or Oracle Premier Support for Retail and Hospitality Hardware, b) all references to Oracle Advanced Parts Exchange for Oracle Point of Service Hardware shall include Oracle Advanced Parts Exchange for MICROS Hardware and/or Oracle Advanced Parts Exchange for Retail and Hospitality Hardware c) all references to Oracle Point of Service Hardware shall include MICROS and/or Retail and Hospitality Hardware.

Use of Services

Services may not be delivered to or accessed by or on behalf of individuals or entities in Venezuela, the Russian Federation, or Belarus, including, without limitation, the Government of Venezuela, the Government of the Russian Federation, and the Government of Belarus, nor may the Services or any output from the Services be used for the benefit of any such individuals or entities.

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-cancelable 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 Point of Service Hardware, (e.g., under Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, or Oracle Communications Network 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 service hardware such as Oracle Point of Service Hardware, all such point of service hardware systems must be supported at the same technical support service level (e.g., Oracle Premier Support for Oracle Point of Service Hardware or Oracle Advanced Parts Exchange for Oracle Point of Service Hardware) or all must be unsupported if the point of service 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 service 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.

If you add Extended Support for Operating Systems, you still must maintain either Premier Support for Systems or Premier Support for Operating Systems for your entire hardware system; subject to availability, you must acquire Extended Support for Operating Systems for your entire hardware system running any such version release.

Reinstatement of Oracle Technical Support

If Oracle Premier Support for Systems, Oracle Premier Support for Oracle Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle Point of Service 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 Oracle Premier Support Qualification (OPSQ) (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; or (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 Oracle Premier Support Qualification (OPSQ) (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, noting that any applicable country annual adjustments shall be applied for the remaining support.

Unsupported Hardware Systems

Customers with unsupported hardware systems are not entitled to download or receive: 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 primary and four 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 primary and four 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 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.

Similarly, in the event that a component of, or support for, an embedded third-party hardware or software product is retired by the manufacturer or vendor of such product, or in Oracle's good faith determination, it is no longer practicable for Oracle to provide support for such component or product, then Oracle may cease providing support for that hardware or software product.

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. If you replace an Oracle Exadata

Database Machine (Exadata) with either an Oracle Exadata Cloud@Customer (ExaC@C) or Oracle Exadata Cloud Infrastructure (ExaCS) or Oracle MultiCloud (Oracle Database@Azure, Oracle Database@AWS, or Oracle Database@Google Cloud) subscription, you may be eligible to receive a credit for unused support on the decommissioned Exadata system 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 two years of the delivery date of the new hardware system(s) or two years of the provision date for the ExaC@C, ExaCS, or MultiCloud subscription. If a credit for unused support is due when replacing either (1) your current system with either new hardware or ExaC@C, 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) or (2) when replacing your current Exadata system(s) with ExaCS or MultiCloud, your ExaCS or MultiCloud service must be provisioned for 6 months prior to submitting the Hardware System Decommission Form and the credit for unused support will be calculated from the date of decommission of current systems noted on the Hardware System Decommission Form through the end of the current support period for the decommissioned Exadata system(s). The credit for unused support will not exceed either the total annual support fee for the new hardware system(s), or the annual subscription for ExaC@C, or 6 months of consumption for ExaCS or MultiCloud.

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 Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle for Point of Service Hardware, and Oracle Communications Network Premier Support
- Extended Support for Operating Systems (if offered)
- Sustaining Support

A description of the services available under Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier and Sustaining Support, Oracle Premier Support for Oracle Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle Point of Service Hardware, Oracle Communications Network Premier and Sustaining Support, Extended Support for Operating Systems and Sustaining Support for Operating Systems and Integrated Software Options is included in the Oracle Technical Support Levels for Systems section below.

Oracle Premier Support for Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Point of Service Hardware, Oracle Advanced Parts Exchange for Oracle Point of Service 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. Support for LTO8 and LTO9 tape drives covered under Oracle Premier Support for Systems will be available for a minimum of five years from Last Ship Date or when the host tape library reaches End of Service Life, whichever comes first. Support for the Oracle Talari SD-WAN hardware covered under Premier Support for Systems will be available for three years from the Last Ship Date of the hardware. Support for the Payment Entry Devices (PED), which is provided under Oracle Premier Support for Oracle Point of Service Hardware and Oracle Advanced Parts Exchange for Oracle Point of Service Hardware, may have less than three years of availability due to regulatory and banking requirements that are outside of Oracle's control,

e.g. regulatory compliance requirements and security standards established by the PCI Security Standards Council (PCI SSC). Note: If a PED has a failure and there is a new PCI compliance standard, it may be replaced with a different PED approved to the newest PCI standards.

Support for integrated software options included under either Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, or Oracle Communications Network Premier Support will be available for five years from the date a release of the integrated software option becomes generally available as documented in the Lifetime Support coverage documents. Alternatively, technical support for specific releases of the integrated software option software may be extended with Sustaining Support for Operating Systems and Integrated Software Options, Oracle Communications EAGLE Sustaining Support, or Oracle Communications Network Sustaining Support, which will be available for as long as you continuously maintain and pay the annual fees for technical support for your Oracle integrated software option.

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, as documented in the Lifetime Support coverage documents, except as noted below. Extended Support for Operating Systems may be available, for specific releases of the operating system for an additional three years, as documented in the Lifetime Support coverage documents, except as noted below. A fee applies for each Extended Support for Operating Systems support period, which is in addition to the standard Premier Support fee, except as noted below. Alternatively, technical 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 continuously maintain and pay the annual fees for technical support for your Oracle operating system.

If an operating system release or integrated software option release 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 or integrated software option 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 for Systems section below.

For details on Lifetime Support coverage for specific program releases, including the service levels offered, and timeframes, refer to the following: Lifetime Support Policy: Coverage for Oracle Operating System, VM and Integrated Software Options.

Notes:
Oracle Linux releases 3 and 4: Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems will be available for eight years from the date a release of the operating system becomes generally available.

Oracle Linux releases 5, 6, 7, 8, 9 and 10: 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 Oracle Linux program becomes generally available.

Exceptions - For customers with a current support contract running:

- Oracle Linux 6 on Oracle Exalogic systems: The Extended Support fee has been waived for the period of April 2021 – December 2024. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels for Systems section below.
- Oracle Linux 6 on Exalytics X4-4, X5-4, and X6-4 systems: The Extended Support fee has been waived for the period of March 2021 – June 2024. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels for Systems section below.

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), as set forth in the Lifetime Support section above. For hardware systems, this support is limited to (i) server and storage hardware and (ii) Tekelec BNS, PIC hardware, and Oracle Acme Packet 1100, 3820, 3900 and 3950 hardware. For Oracle servers, this support applies to the following software: Oracle Solaris, 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
- 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 parts designated as Field Replaceable Units in the "Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates"
- 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 listed on the backport schedule and released from Oracle for a period of six months from the date the next release of the Oracle Linux or Oracle VM program becomes generally

available; the Backport Schedule is available at https://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 https://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html
- Access to Platinum Services as described at www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf
- Non-technical customer service during normal business hours

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document. The Oracle Linux and Oracle VM support services also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations running in private data centers. It also includes support for customer Oracle Linux and CentOS installations running in public clouds. Support for Oracle Linux in public clouds is limited to Oracle built Oracle Linux images or other images built using Oracle Linux installation media, subject to the requirements specified at https://linux.oracle.com/hardware[1]certifications. For CentOS installations, Oracle will only support systems that are based on CentOS Linux, not CentOS Stream. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the Scope of Coverage (PDF) document. All security and bug fix errata and other updates will be Oracle Linux binaries, which are compatible with RHEL.
2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your supported hardware system(s) while such supported hardware systems are operating. These tools are subject to the "Tools Used to Perform Technical Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported hardware system is operating, and (b) you will be required to reboot the supported hardware system in order to apply the security patch.
3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional supported programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.
4. Please be advised that the Oracle Enterprise Tape Analysis and Data Recovery service has reached End of Service Life and will no longer be available effective September 12, 2025.

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 Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality. Oracle does not support country of origin replacement part specific requests. After five 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 45 days of shipment to you, you will be charged a minimum of $500.00, or the then-current fee (whichever is higher) for the malfunctioning part.

Oracle Premier Support for Operating Systems

Oracle Premier Support for Operating Systems consists of services in support of (i) Oracle Solaris, Oracle Linux, Oracle VM and (ii) integrated software (including integrated software options), as set forth in the Lifetime Support section above.

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
- 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 listed on the backport schedule and released from Oracle for a period of six months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at https://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 https://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html
- Non-technical customer service during normal business hours

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document. The Oracle Linux and Oracle VM support services also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations running in private data centers. It also includes support for customer Oracle Linux and CentOS installations running in public clouds. Support for Oracle Linux in public clouds is limited to Oracle built Oracle Linux images or other images built using Oracle Linux installation media, subject to the requirements specified at https://linux.oracle.com/hardware[1]certifications. For CentOS installations, Oracle will only support systems that are based on CentOS Linux, not CentOS Stream. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the Scope of Coverage (PDF) document. All security and bug fix errata and other updates will be Oracle Linux binaries, which are compatible with RHEL.
2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your supported hardware system(s) while such supported hardware systems are operating. These tools are subject to the "Tools Used to Perform Technical Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported hardware system is operating, and (b) you will be required to reboot the supported hardware system in order to apply the security patch.
3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

Extended Support for Operating Systems

Extended Support for Operating Systems may be offered for certain supported Oracle Solaris, Oracle Linux, and Oracle VM releases after Premier Support expires, as set forth in the Lifetime Support section above. 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, Oracle Linux, and Oracle VM 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, Oracle Linux, and Oracle VM under Oracle Premier Support for Systems limited to the following:

- Program updates
- Fixes, security patches, security alerts, and critical patch updates for Oracle Solaris operating system software
- Access to Oracle Linux operating system patches and fixes for critical security errata and select high-impact critical bug fixes. These updates will be limited to the packages listed on the inclusion list at https://linux.oracle.com/es/packagelist.html
- Access to Oracle VM software patches and fixes for critical security errata and select high-impact critical bug fixes
- Upgrade tools
- Major product and technology releases for Oracle Solaris and Oracle Linux operating system software and Oracle VM, 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 system), including the ability to log service requests online
- 24 x 7 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
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to https://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html
- 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
- Hardware certification
- Backport of fixes for any Oracle Linux or VM program

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document. The Oracle Linux and Oracle VM support services also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations running in private data centers. It also includes support for customer Oracle Linux and CentOS installations running in public clouds. Support for Oracle Linux in public clouds is limited to Oracle built Oracle Linux images or other images built using Oracle Linux installation media, subject to the requirements specified at https://linux.oracle.com/hardware[1]certifications. For CentOS installations, Oracle will only support systems that are based on CentOS Linux, not CentOS Stream. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the Scope of Coverage (PDF) document. All security and bug fix errata and other updates will be Oracle Linux binaries, which are compatible with RHEL.
2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your supported hardware system(s)

while such supported hardware systems are operating. These tools are subject to the "Tools Used to Perform Technical Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported hardware system is operating, and (b) you will be required to reboot the supported hardware system in order to apply the security patch.

3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

Sustaining Support for Operating Systems and Integrated Software Options

Sustaining Support for Operating Systems and Integrated Software Options may be available for certain operating system or integrated software option software releases, as set forth in the Lifetime Support section above. Program releases eligible for Sustaining Support for Operating Systems and Integrated Software Options will receive Oracle Premier Support for Operating Systems, or technical support for the operating system and integrated software options under Oracle Premier Support for Systems, limited to the following:

- Program updates, patches, fixes, security patches, and security alerts for operating system software, integrated software, and integrated software option 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 and integrated software option 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)
- Access to Oracle Linux operating system patches and fixes for critical security errata and select high-impact critical bug fixes 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). These updates will be limited to the packages listed on the inclusion list at http://linux.oracle.com/es/packagelist.html and may be applied while your supported systems are operating and that do not require a system reboot
- Access to Oracle VM software patches and fixes for critical security errata and select high-impact critical bug fixes 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: https://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 and Integrated Software Options 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 and integrated software option 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.

Notes:

1. Service request assistance for Oracle Linux and Oracle VM also includes, but is not limited to, support topics as provided in the Scope of Coverage (PDF) document.
2. Oracle has made available at https://linux.oracle.com certain tools that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while such hardware systems are operating. These tools are subject to the "Tools Used to Perform Technical Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your hardware system is operating, and (b) you will be required to reboot the hardware system in order to apply the security patch.
3. The Oracle Linux and Oracle VM support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the program documentation. The program documentation also includes a list of additional programs that are supported under each service level of Oracle Technical Support for Systems. The program documentation is available at www.oracle.com/documentation.

Oracle Premier Support for Oracle Point of Service Hardware

Oracle Premier Support for Oracle Point of Service Hardware support covers both MICROS Hardware and Point of Service Hardware, and consists of services in support of point of service hardware systems, as set forth in the Lifetime Support section above. Point of service hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions ("Oracle Point of Service Hardware"). Please note that Oracle Point of Service Hardware must follow the

matching service levels policy for Oracle Point of Service Hardware described in the Matching Service Levels section above.

Oracle Premier Support for Oracle Point of Service Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Onsite hardware support for Oracle Point of Service Hardware specified as Field Replaceable Units in the "Delivery Method Chart: Oracle Point of Service Hardware Replacement Parts". Availability varies by country.
- Non-technical customer service during normal business hours

Notes:

- Power cords, batteries, external batteries, and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Premier Support for Oracle Point of Service Hardware.
- Payment Entry Device (PED) Tamper events: There are two Tamper events that are covered under Oracle Premier Support for Oracle Point of Service Hardware. The two covered events are:
  - You receive the PED, open the box, power on the device, and there is a Tamper event or,
  - You receive the PED, open the box, power on the device, attempt to process the first transaction, and there is a Tamper event

  Once you are able to process the first transaction, any Tamper event after that is not considered to be a device failure and is not covered under Oracle Premier Support for Oracle Point of Service Hardware.

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.

SEVERITY LEVEL	RESPONSE TIME GOAL	UPDATE OR RESOLUTION
Severity 1	5 minutes	1 hour
Severity 2	2 hours	6 hours
Severity 3	8 hours	24 hours
Severity 4	24 hours	48 hours

For purposes of the above table, the following definitions apply:

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal

that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)
- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)
- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

System Maintenance

You agree to perform system maintenance on the Oracle Point of Service Hardware as prescribed by Oracle in the relevant Oracle Point of Service Hardware documentation.

Replacement Oracle Point of Service Hardware

If Oracle determines that the replacement of Oracle Point of Service Hardware is necessary, Oracle will send replacement Oracle Point of Service Hardware ("replacement hardware") to your location in accordance with the "Delivery Method Chart: Oracle Point of Service Hardware Replacement Parts". Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five years from last ship date, of the Oracle Point of Service 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 Point of Service 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 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 a minimum of $500.00, or the then-current fee (whichever is higher) for the malfunctioning hardware.

Oracle Advanced Parts Exchange for Oracle Point of Service Hardware

Oracle Advanced Parts Exchange for Oracle Point of Service Hardware support covers both MICROS Hardware and Point of Service Hardware, and consists of services in support of point of service hardware systems, as set forth in the Lifetime Support section above. Point of service hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions ("Oracle Advanced Parts Exchange for Oracle Point of Service Hardware"). Please note that Oracle Advanced Parts Exchange for Oracle Point of Service Hardware must follow the

matching service levels policy for Oracle Advanced Parts Exchange for Oracle Point of Service Hardware described in the Matching Service Levels section above.

Oracle Advanced Parts Exchange for Oracle Point of Service Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Next business day parts exchange
- Non-technical customer service during normal business hours

Notes:

- Power cords, batteries, external batteries, and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Advanced Parts Exchange for Oracle MICROS Hardware.
- Payment Entry Device (PED) Tamper events: There are two Tamper events that are covered under Oracle Advanced Parts Exchange for Oracle Point of Service Hardware. The two covered events are:
  - You receive the PED, open the box, power on the device, and there is a Tamper event or,
  - You receive the PED, open the box, power on the device, attempt to process the first transaction, and there is a Tamper event

  Once you are able to process the first transaction, any Tamper event after that is not considered to be a device failure and is not covered under Oracle Advanced Parts Exchange for Oracle Point of Service Hardware.

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.

SEVERITY LEVEL	RESPONSE TIME GOAL	UPDATE OR RESOLUTION
Severity 1	5 minutes	1 hour
Severity 2	2 hours	6 hours
Severity 3	8 hours	24 hours
Severity 4	24 hours	48 hours

For purposes of the above table, the following definitions apply:

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)

- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)
- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

System Maintenance
You agree to perform system maintenance on the Oracle Advanced Parts Exchange for Oracle Point of Service Hardware as prescribed by Oracle in the relevant Oracle Advanced Parts Exchange for Oracle Point of Service Hardware documentation.

Replacement Oracle Advanced Parts Exchange for Oracle Point of Service Hardware
If Oracle determines that the replacement of Oracle Advanced Parts Exchange for Oracle Point of Service Hardware is necessary, Oracle will send replacement Oracle Advanced Parts Exchange for Oracle Point of Service Hardware ("replacement hardware") to your location. Oracle will use commercially reasonable efforts to send replacement hardware to you consistent with the response time target guidelines defined below within the Onsite Response Time Targets for Hardware Support section. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five years from last ship date, of the Oracle Advanced Parts Exchange for Oracle Point of Service 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 Advanced Parts Exchange for Oracle Point of Service 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 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 a minimum of $500.00 or the then-current fee (whichever is higher) for the malfunctioning hardware.

Oracle Communications Network Premier and Sustaining Support

Oracle Communications Network Premier Support consists of services in support of hardware systems and integrated software (including integrated software options), as set forth in the Lifetime Support section above, for (i) Oracle Communications EAGLE hardware products, (ii) Oracle Acme Packet hardware products except as otherwise specified in this section and (iii) Oracle Communications TDM support PCIe Card Low Profile. Oracle Communications EAGLE hardware products and the Oracle Acme Packet hardware products, and Oracle Communications TDM Support PCIe Card Low Profile will be referred to collectively in this section as, "Oracle Communications Network Hardware". The following

Oracle Acme Packet hardware products are excluded and not eligible for Oracle Communications Network Premier Support: Oracle Acme Packet 1100, 3820, 3900, and 3950 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

System Maintenance

You agree to perform system maintenance on the Oracle Communications Network Hardware as prescribed by Oracle in the relevant Oracle Communications Network Hardware documentation.

Firmware Updates and Patches for Hewlett Packard Enterprise (HPe)

In order to get new firmware fixes for the Hewlett Packard Enterprise (HPe) BL460c Blades, DL380 Servers, and DL360 Servers, if the fixes become available from HPe, you must upgrade to the latest firmware version.

Replacement Hardware Parts

If Oracle determines that the replacement of Oracle Communications Network Hardware is necessary, Oracle will send replacement Oracle Communications Network Hardware ("replacement hardware") 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 Time Targets for Hardware Support noted below, except as otherwise noted herein. Replacement hardware will be of new or like-new quality. Notwithstanding the foregoing, after five years from last ship date, of the Oracle Communications Network Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning 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 may not degauss the hard drive disks prior to returning them to Oracle. 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 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 a minimum of $500.00, or the then-current fee (whichever is higher) for the malfunctioning hardware.

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.

SEVERITY LEVEL	RESPONSE TIME[1]	REMOTE RESTORATION TIME[2]	RESOLUTION TIME[3]
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

For purposes of the above table, the following definitions apply:

1. Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.

2. 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.

3. Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Premier integrated software option program releases may be eligible to receive Oracle Communications Network Sustaining Support. Oracle Communications Network Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates for integrated software options, created during the Premier Support period
- Remote installation of integrated software options for Oracle Communications EAGLE hardware
- Major product and technology releases for 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

Sustaining Support for the Oracle Communications Network Premier integrated software option program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates for integrated software options
- Response time targets identified above
- Previously released fixes or updates that Oracle no longer supports.

Oracle Communications EAGLE Premier and Sustaining 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, as set forth in the Lifetime Support section above.

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.

SEVERITY LEVEL	RESPONSE TIME[1]	REMOTE RESTORATION TIME[2]	RESOLUTION TIME[3]
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days
Severity 3	N/A	N/A	180 calendar days

For purposes of the above table, the following definitions apply:

1. Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.

2. 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.
3. Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications EAGLE Premier integrated software option program releases may be eligible to receive Oracle Communications EAGLE Sustaining Support. Oracle Communications EAGLE Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates for integrated software options, created during the Premier Support period
- Remote installation of integrated software options for Oracle Communications EAGLE hardware
- Major product and technology releases for 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

Sustaining Support for the Oracle Communications EAGLE Premier integrated software option program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates for integrated software options
- Response time targets identified above
- Previously released fixes or updates that Oracle no longer supports.

5. ADDITIONAL SERVICES AVAILABLE FOR PURCHASE

Oracle Customer Data & Device Retention Service

Oracle Customer Data & Device Retention Service permits you to retain eligible items that have been removed from your hardware system, as defined by Oracle in its sole discretion. For the purposes of this service, eligible items are:

- (i) Hard disk drives (HDD)
- (ii) Solid-state drives (SSD)
- (iii) Persistent memory (PMEM) components

For Oracle Engineered Systems DDR eligible items, click here. For all other systems, please refer to the Oracle System Handbook for details. Select the Oracle System Handbook from the Menu bar in My Oracle Support.

Note: DDR is available for new purchases and renewals for eligible systems that are currently shipping. Once a Last Ship Date has been announced for an eligible system, as documented within My Oracle Support (Doc ID 1450710.1), the service is only available for renewal.

Oracle Customer Data & Device Retention Service consists of the following:

If Oracle, in its sole discretion, determines the applicable items need to be replaced, 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 Time Targets for Hardware Support noted below. Replacement parts will be of new or like-new quality. After five years from last ship date, replacement parts may not be available and/ or the response times for sending replacement parts may be delayed. If you acquire Oracle Customer Data & Device Retention Service, you will be responsible for the proper disposal/destruction of the applicable items. If you fail to return a malfunctioning part that is not DDR eligible, you will be charged the then-current fee, or a minimum of $500.00, (whichever is higher) for the malfunctioning part. 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
- Annual physical inventory
- 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. Onsite Spares is available for new purchases and renewals for eligible systems for a timeframe of Last Ship Date plus 5 years. Once a Last Ship Date has been announced for an eligible system, as documented within My Oracle Support (Doc ID 1450710.1), the service is available for purchase and renewal for an additional 5 years.

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 Hospitality Cruise Help Desk and Monitoring

If you acquire Oracle Hospitality Cruise Help Desk and Monitoring on your order, Oracle will provide Oracle Hospitality Cruise Help Desk and Monitoring as described here.

Customer Success Services

If you acquire any of the following Customer Success Services on your order, Oracle will provide the services as described in the applicable service description indicated below, published on www.oracle.com/contracts:

- Oracle Priority Support
- Oracle Priority Support for Systems (Systems only)
- Oracle Priority Support Advantage
- Oracle Functional Help Desk for Oracle Hospitality
- 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 Engineered Systems Deployment and Infrastructure Support
- Oracle Preproduction Readiness Review for Systems Service
- Oracle Go-Live Support for Systems Service
- Oracle Customer Replaceable Unit Installation Service

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 website for hardware and systems support. Access to My Oracle Support is governed by the Oracle Support Portal Terms of Use. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to My Oracle Support is limited to your designated technical contacts.

Customer Support Portal for Hospitality and Food & Beverage

For Hospitality and Food & Beverage customers, Oracle's support website for hardware and system support can be found here. Access to the Customer Support Portal for Hospitality and Food & Beverage is governed by Oracle's Support Portal Terms of Use. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to the Customer Support Portal for Hospitality and Food & Beverage 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.

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 Oracle Support Portal 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.

8. GLOBAL CUSTOMER SUPPORT DATA PROTECTION PRACTICES

To the extent you provide personal information to Oracle as part of Oracle's provision of technical support services, Oracle will comply with the following:

- Oracle's Services Privacy Policy, available at https://www.oracle.com/legal/privacy/services-privacy-policy.html; and
- the applicable version of the Oracle Data Processing Agreement for Oracle Services, available at https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing

In providing technical support services, Oracle will also adhere to the applicable administrative, physical, technical and other safeguards described in Oracle's Global Customer Support Security Practices. 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 services period of these technical support services. You are advised to review these Global Customer Support Security Practices from time to time. To view changes that have been made, please refer to the Statement of Changes (PDF).

Please note that the technical support services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information or payment card data or Controlled Unclassified Information, which requires security and privacy controls greater than or different from those specified in the Global Customer Support Security Practices. Information on how you can remove sensitive data from your submission is available in My Oracle Support, Doc ID 1227943.1.

Notwithstanding the restriction above, if you would like to submit personal information subject to Applicable European Data Protection Law (as such term is defined in the Oracle Data Processing Agreement for Oracle Services) or protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") or Controlled Unclassified Information ("CUI") subject to FAR 52.240-7 or DFARS 252.204-7021 (or equivalent) to Oracle as part of receiving technical support services, you must:

- For PHI, execute a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services;
- Submit personal information subject to Applicable European Data Protection Law or PHI only in service request attachments on the My Oracle Support customer portal;
- Not include any personal information subject to Applicable European Data Protection Law or PHI in the body of service requests (other than contact information required for Oracle to respond to the service request);
- When prompted in My Oracle Support, indicate that the service request attachment may contain personal information subject to Applicable European Data Protection Law (also may be designated as EEA Personal Data" in My Oracle Support) or PHI.

- For CUI, submit CUI (other than contact information required for Oracle to respond to the service request) only in the DOD Portal accessible at Usgov.support.oracle.com, or through My Oracle Support customer portal and select the "View DOD Portal" link.

9. SEVERITY DEFINITIONS

Service requests for your covered hardware system may be submitted by you online through Oracle's web-based customer support systems. Service requests for your hardware systems covered under either Oracle Premier Support for Oracle Point of Service Hardware or Oracle Advanced Parts Exchange for Point of Service Hardware 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 (Critical Outage)

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 hour. 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 and Sustaining 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.

Severity 2 (Significant Impairment)

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 (Technical Issue)

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

Severity 4 (General Guidance)
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, and are solely applicable for the replacement of physical hardware once Oracle has determined a replacement is required. 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 48 hours of Oracle's acknowledgement that replacement of a hardware part is necessary. The response time targets for Oracle Talari hardware products and 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 and Sustaining Support section above for excluded Oracle Acme Packet hardware products. The response time targets for Oracle Premier Support for Oracle Point of Service Hardware and Oracle Advanced Parts Exchange for Oracle Point of Service Hardware (i) on a ship or other water vessel, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within 48 hours of Oracle's receipt of the malfunctioning hardware, (ii) on an island country, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within 48 hours of Oracle's acknowledgement that replacement of a hardware part is necessary, and (iii) for Payment Entry Devices (PED), regardless of severity level, is limited to Advanced Parts Exchange with Next Business Day shipment of the replacement part. Except as provided in the preceding sentence, the response time targets for Oracle Advanced Parts Exchange for Point of Service Hardware, regardless of severity level, are 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.

11. CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site located here.