

**AMENDMENT No. 7 TO
RESELLER AGREEMENT FOR ORACLE PRODUCTS AND SERVICES
CONTRACT NUMBER RFP98000-2659-BIAS**

This Amendment No. 7 is made this 19th day of July, 2021, by and between the **GEORGIA TECHNOLOGY AUTHORITY** ("GTA") and **BIAS CORPORATION**. ("Reseller").

WHEREAS, heretofore GTA entered into that certain Agreement for Services effective on February 28, 2018, with respect to certain services to be provided to GTA by Reseller, as more particularly described therein as amended by the following amendments (collectively, the Reseller Agreement for Oracle Products and Services and all the Amendments hereinafter referred to as the "Agreement"):

Amendment No. 1 entered into on June 29, 2018;
Amendment No. 2 entered into on February 10, 2019;
Amendment No. 3 entered into on May 1, 2019;
Amendment No. 4 entered into on June 12, 2019;
Amendment No. 5 entered into on June 29, 2021; and
Amendment No. 6 entered into on July 8, 2021.

WHEREAS, the parties wish to amend the Agreement to reflect certain changes.

NOW, THEREFORE, in consideration of the premises, the terms and conditions stated herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. Term and Renewal. The Agreement is hereby amended by extending the term from August 1, 2021 until June 30, 2022.
2. Hyperlinks. The references in the Agreement to the documents located at the following specific web addresses identified below are attached to this amendment as Attachment 1. Oracle documentation attached in lieu of hyperlinks will be marked as "Representative examples subject to change. For current documents see the indicated links."

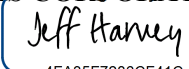
Hyperlink Document Name	Hyperlink Location
Oracle Accessibility Program	https://www.oracle.com/us/corporate/accessibility
Oracle Hardware and Systems Support Policies	https://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf
Oracle Hardware Warranty	https://www.oracle.com/us/support/library/oracle-hardware-warranty-069192.pdf
Oracle License Definitions and Rules Booklet	https://www.oracle.com/a/ocom/docs/license-definition-rules-v061121.pdf
Oracle Linux and Oracle VM Support Policies	https://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf
Oracle Software Technical Support Policies	https://www.oracle.com/us/assets/057419.pdf

3. Definitions. All capitalized terms used herein and not expressly defined herein shall have the respective meanings given to such terms in the Agreement.
4. Successors and Assigns. This Amendment No. 7 shall be binding upon and inure to the benefit of the successors and permitted assigns of the parties hereto.

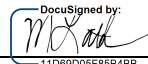
5. Entire Agreement. Except as expressly modified by this Amendment No. 7, the Agreement shall be and remain in full force and effect in accordance with its terms and shall constitute the legal, valid, binding and enforceable obligations of the parties. This Amendment No. 7 and the Agreement, collectively, are the complete agreement of the parties and supersede any prior agreements or representations, whether oral or written, with respect thereto.

IN WITNESS WHEREOF, the parties have caused this Amendment No. 7 to be duly executed by their authorized representatives as of the date set forth above.

BIAS CORPORATION

By: 
4FA36F7286CF41C...
Name: Jeff Harvey
Title: President
Date: 7/20/2021 | 8:38 AM PDT

GEORGIA TECHNOLOGY AUTHORITY

By: 
11D69D05F85B4B8...
Name: Mark Latham
Title: sourcing governance officer
Date: 7/23/2021

ATTACHMENT 1

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Representative Examples Subject to Change

ORACLE®

Oracle Accessibility Program

accessible_ww@oracle.com

Program Agenda

- 1 Overview of Accessibility
- 2 Oracle's Accessibility Program
- 3 Conformance
- 4 FAQs
- 5 Conclusion

Program Agenda

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Overview of Accessibility

Definition

Accessibility is about making user interfaces **perceivable, operable, and understandable** by people with a wide range of **abilities**.

Don't look at my disability

Overview of Accessibility

What it means

- Making products work for users with...
 - **visual** impairments
 - **hearing** impairments
 - **motor** impairments
 - **cognitive** impairments
- Impairments may occur:
 - at birth
 - due to accident or illness
 - in certain situations
 - due to aging



Overview of Accessibility

AT: Assistive Technology

Any software or hardware that enables people to perform tasks that they were formerly unable to accomplish, or had great difficulty accomplishing.

Input (operate)



Output (perceive)



Overview of Accessibility Procurement and Discrimination Laws

- AODA
- ACA

- Section 508
- ADA
- CVAA
- Section 504
- Section 503 (including 7% utilization goal)
- Each state, many counties and cities
- Executive Order 13548

- U.K. Equality Act
- Public Sector Bodies Accessibility Regulations

- BITV

- Mandate 376/EN 301 549
- European Accessibility Act
- Web Accessibility Directive

- Disability Discrimination Act

- United Nations Convention on Rights of Persons with Disabilities
 - 155 signatories; 127 ratifications



Program Agenda

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"Oracle is committed to creating accessible technologies and products that enhance the overall workplace environment and contribute to the productivity of our employees, our customers, and our customers' customers."

— Safra Catz, Chief Executive Officer

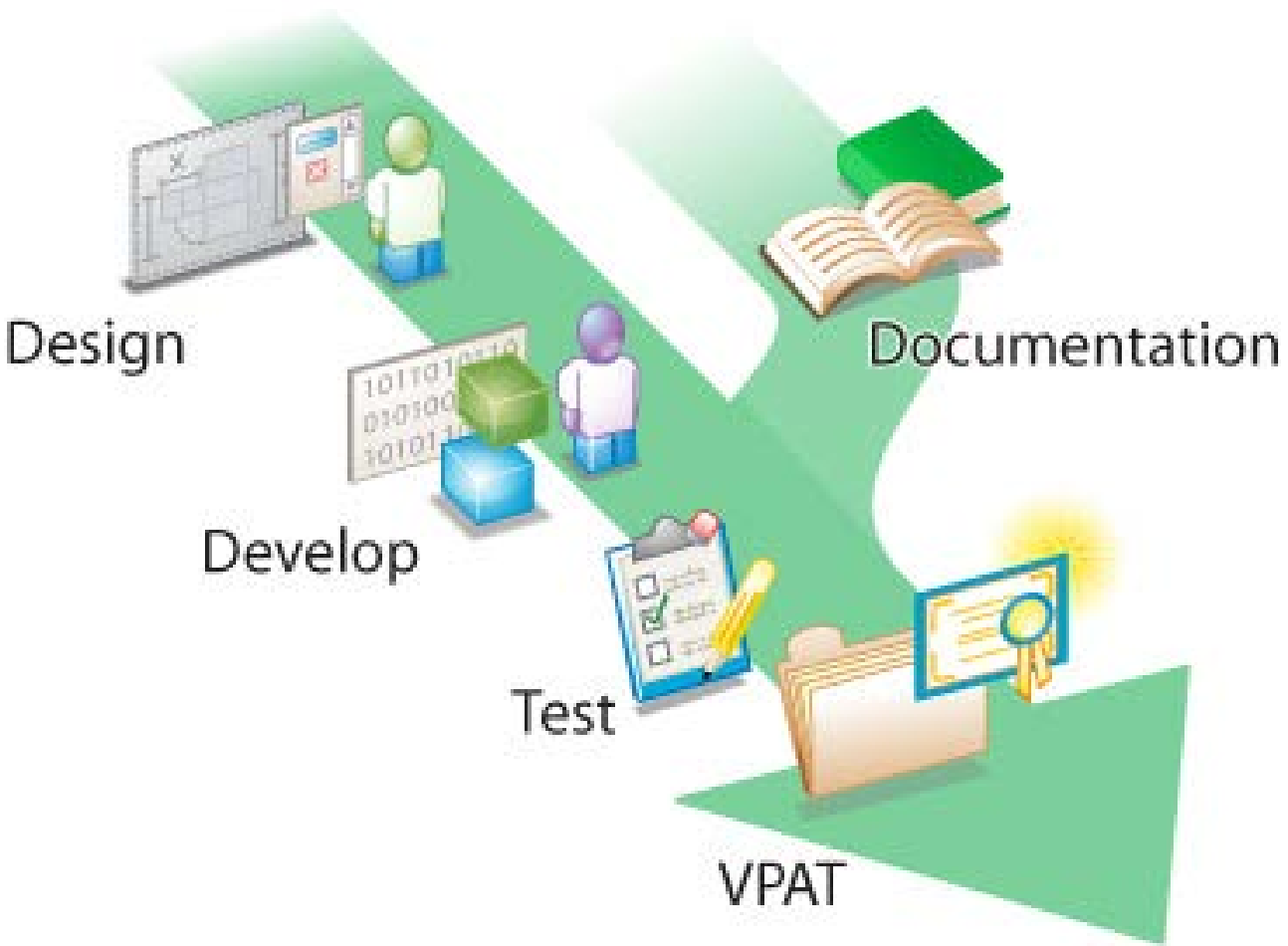
Oracle's Accessibility Program

The Accessibility Program Office

- Determines what standards Oracle products should follow
- Develops coding and testing guidelines
- Assists Development and Program Management with understanding the guidelines
 - Training classes, corporate wiki, forums, newsletters, videos
- Reviews and posts VPATs (accessibility conformance reports) to oracle.com/accessibility
- Engages with customers in pre- and post-sales situations
- Active member of standards bodies and regulatory processes:
 - TEITAC, W3C, ISO, JTC-1

Oracle's Accessibility Program

Process



Oracle's Accessibility Program

Design and Develop Checklists

- Prior to May 2013:
 - U.S. Section 508 and Web Content Accessibility Guidelines 1.0 (WCAG 1.0)
 - Used WCAG 2.0 language where possible
- May 2013 through June 2017:
 - Web Content Accessibility Guidelines 2.0 AA (WCAG 2.0) and U.S. Section 508
- June 2017 to February 2020:
 - Revised U.S. Section 508 and Web Content Accessibility Guidelines 2.0 AA (WCAG 2.0)
- February 2020:
 - Revised U.S. Section 508 and Web Content Accessibility Guidelines 2.1 AA (WCAG 2.1)
- Each product team is developing a roadmap to make this transition
 - Corporate Accounting policies prevent us from disclosing exact plans and dates.

Oracle's Accessibility Program

Testing

- We recommend several styles of tests:

Algorithmic

1. Automated Tests

Human Judgment

2. Tool-Assisted Tests
3. Visual inspection
4. Manual Operation

With Assistive Technology

5. By persons without a disability
6. By persons with a disability

Oracle's Accessibility Program

Documentation

- Must itself be accessible
- Include instructions for how to configure and use the product
- If it is an 'authoring tool', include instructions for how to use it to build accessible output
- Many Oracle products have an 'Accessibility' chapter in their reference manual, and some have a separate whitepaper.

Oracle's Accessibility Program

Global Customer Support

- Accessibility defects prioritized just like any other defect
- Dedicated Accessibility Program Management within Support
- Subject Matter Experts trained on various AT
- Support Engineers engage with an Accessibility Engineer
- My Oracle Support website enhanced for accessibility
- Phone support is always available

Oracle's Accessibility Program

Promoting Accessibility

- Collaboration with the National Federation of the Blind (NFB)
 - Sharing and review of standards
 - Presentations at Oracle Open World, Web Accessibility Day, and Train the Trainers
 - Sponsorship of Annual Convention, Junior Science Academy, and Youth Slam
 - Oracle Scholarship
- Member of Partnership on Employment and Accessible Technology (PEAT)
- Sponsor of Teach Access (teachaccess.org)
- Awareness Articles
 - Oracle Corporate Citizenship report

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Conformance

Voluntary Product Accessibility Template (VPAT) / Accessibility Conformance Report (ACR)

- Industry-standard conformance report – the degree to which a product meets the Accessibility standards
 - Standard-by-standard remarks for what the product was tested for, and defects found (if any)
 - Allows purchasers to make informed choices based on their needs
 - Originally designed for Section 508, but readily adaptable to any standard
 - Learn more at ITI: [Reporting Conformance to ICT Accessibility Standards: A practical approach to public and private sector ICT acquisitions.](#)

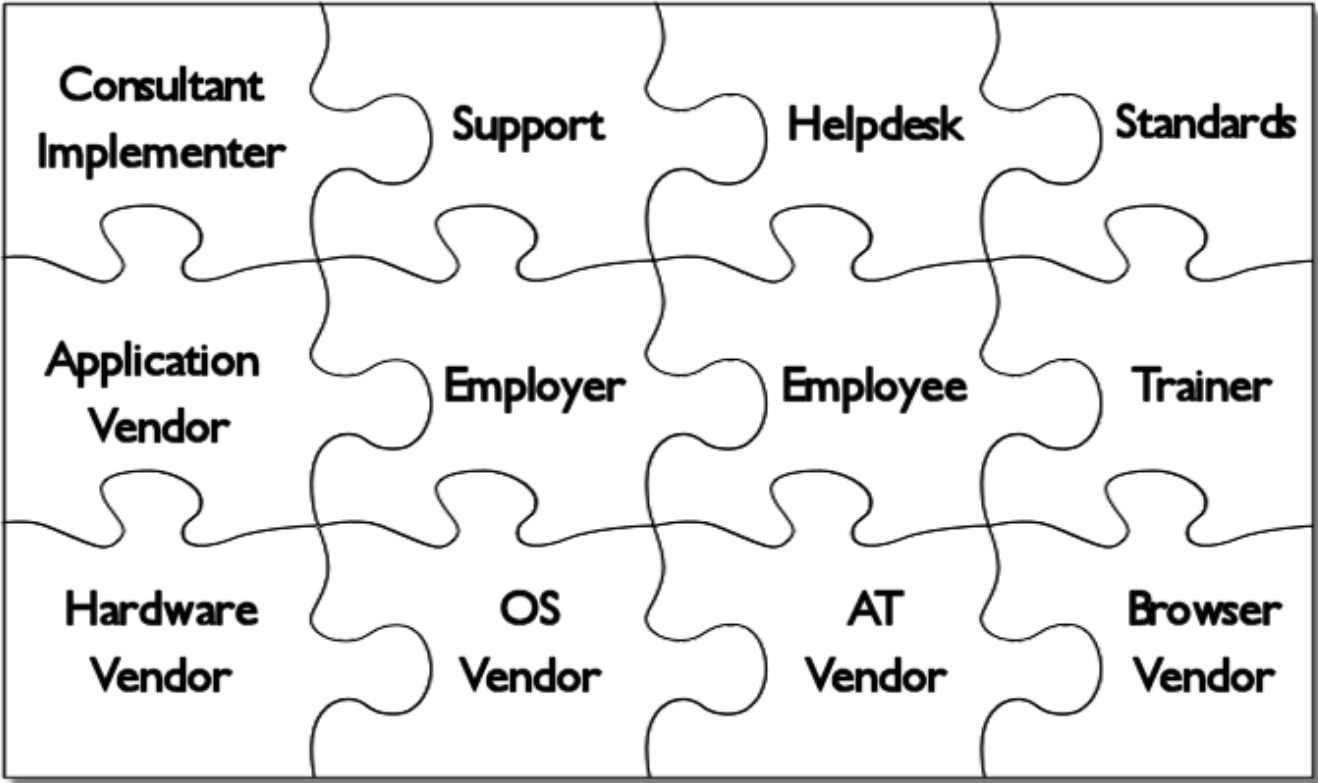
Conformance

Oracle ACRs Based On The VPAT

- Posted to [Product Status \(ACRs\)](#)
- May list important exceptions and known defects
- One ACR may reference additional ACRs - reflects the complexity of enterprise-class applications
- If you cannot locate an ACR for a particular product, contact accessible_ww@oracle.com

Conformance

Product Accessibility is just one piece of the puzzle



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FAQS

- **Are Oracle products certified with specific Assistive Technology?**

Oracle does not certify products to run with any particular assistive technology or version. Oracle products are coded to standards, and are capable of providing comparable access to individuals with disabilities when they are used in accordance with Oracle's product documentation and provided that assistive technologies and other products used with them properly interoperate with our products.

FAQS

- **Are custom products built with Oracle technology automatically accessible?**

Oracle tools enable you to build accessible products, but you must follow the guidelines documented for each tool, and you must be aware of accessibility requirements in general. An accessible product requires proper design, coding and testing.

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Conclusion

- Oracle is committed to creating accessible products and technologies
- Oracle develops to standards – Revised U. S. Section 508 and the Web Content Accessibility Guidelines (WCAG) 2.1 Level AA
- We use the ACR to indicate the degree of conformance
- Learn more at www.oracle.com/accessibility
 - ACRs
 - Policies
 - Whitepapers
 - Videos

Hardware and Software Engineered to Work Together

ORACLE®

Representative Examples Subject to Change



Oracle Hardware and Systems Support Policies

Effective Date: 04-June-2021

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1. OVERVIEW

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

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

For Oracle operating system software, technical support is provided for issues (including problems you create) that are demonstrable in the currently supported release(s) of the operating system, running unaltered, and on a certified hardware configuration, as specified in your order or program documentation. 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 software 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 sale products manufactured by or for Oracle and sold by Oracle (either directly or by an Oracle-authorized distributor) ("hardware system") in the manner specified by Oracle; and (ii) pay a technical support fee. A hardware system meeting these two requirements and under contract to receive technical support is referred to as a "covered hardware system." Components and options purchased separately from Oracle from your original equipment purchase are included in the definition of hardware system for the purposes of determining the technical support fee. Oracle will make commercially reasonable efforts to provide the technical support service as described below.

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. Relocated hardware will be entitled to the technical support available in the country to which the hardware is relocated.

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.).

Additionally, due to the uncertainties of the evolving Covid-19 situation, all Oracle resources performing onsite technical support services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Oracle in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

Oracle's obligations under these Hardware and Systems Support Policies do not apply to any malfunctions in a hardware system that could be avoided if you incorporate or implement a hardware or integrated software update or any workaround previously provided by Oracle which would correct the malfunction or to a hardware system that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle serial number tag on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation; (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by the service offering, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (viii) used by parties appearing on the most current U.S. export exclusion list; (ix) relocated to countries subject to U.S. trade embargo or restrictions; or (x) used remotely to facilitate any activities in the countries referenced in (ix) above or (xi) purchased from any entity other than Oracle or an Oracle-authorized distributor.

Oracle may use subcontractors in the performance of technical support and it warrants the quality of subcontractor work per the warranty terms of your agreement with Oracle.

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).

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 Retail and Hospitality 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 sale hardware such as Oracle Retail and Hospitality Hardware, all such point of sale hardware systems must be supported at the same technical support service level (e.g., Oracle Premier Support for Oracle Retail and Hospitality Hardware or Oracle Advanced Parts Exchange for Retail and Hospitality Hardware) or all must be unsupported if the point of sale hardware systems are: (i) the same type (e.g., workstations); (ii) located at the same physical location; and (iii) benefit in any way from your support of a covered point of sale hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). Hardware systems that

have reached an end of service life or that you register with Oracle as retired are excluded from the above policy.

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

If technical support lapses or was not originally purchased with your hardware system, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: (a) if technical support lapsed, then the reinstatement fee is 150% of the last annual technical support fee you paid for the covered hardware system; 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 Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system. You will be subject to an upgrade fee equal to the difference in price between the Oracle Premier Support for Systems and the Oracle Premier Support for Operating Systems with such difference being prorated from the date that any prior System Support lapsed (or the hardware order date if System Support was never purchased).

Pricing following Reduction of Covered Hardware System or Service Level

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

Unsupported Hardware Systems

Customers with unsupported hardware systems are not entitled to download or receive: 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. In order to be eligible for the credit, you must complete the Hardware System Decommission Form which can be found [here](#) and submit it within one year of the delivery date of the new hardware system(s). If a credit for unused support is due then such credit will be calculated from the date Oracle receives the Hardware System Decommission Form through the end of the current support period for the decommissioned hardware system(s). The credit for unused support will not exceed the total annual support fee for the new hardware system(s).

3. LIFETIME SUPPORT

Lifetime Support consists of the following service levels:

- Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Oracle Communications EAGLE Premier Support, Oracle Premier Support for Oracle Retail and Hospitality Hardware, Oracle Advanced Parts Exchange for Oracle Retail and Hospitality, and Oracle Communications Network Premier Support
- Extended Support for Operating Systems (if offered)
- Sustaining Support for Operating Systems

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

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

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

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

Notes:

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, and 8: 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 – August 2024. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels 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). For hardware systems, this support is limited to (i) server and storage hardware and (ii) Tekelec BNS and PIC hardware. For Oracle servers, this support applies to the following 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
- Access to Oracle Enterprise Tape Analysis and Data Recovery services for the Oracle StorageTek tape media specified at www.oracle.com/us/support/library/ent-tape-analysis-dr-services-1708102.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.
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 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.

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, and Oracle VM and (ii) integrated software (including integrated software options).

Unless otherwise stated in this section, Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- 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.
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 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. 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/package-list.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 operating system software, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support 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.
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 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

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

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems, and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Critical patch updates for Oracle Solaris operating system software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- 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/package-list.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 does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates
- New critical patch updates for Oracle Solaris operating system software
- New upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes
- Previously released fixes or updates that Oracle no longer supports

Because program releases supported by Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

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 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 Retail and Hospitality Hardware

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

matching service levels policy for Oracle Retail and Hospitality Hardware described in the [Matching Service Levels section](#) above.

Oracle Premier Support for Oracle Retail and Hospitality Hardware consists of:

- Assistance with service request 24 hours per day, 7 days a week
- Onsite hardware support for Oracle Retail and Hospitality Hardware specified as Field Replaceable Units in the “[Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts](#)”. Availability varies by country.
- Non-technical customer service during normal business hours

Note:

- Power cords and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Premier Support for Retail and Hospitality 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 Retail and Hospitality Hardware as prescribed by Oracle in the relevant Oracle Retail and Hospitality Hardware documentation.

Replacement Oracle Retail and Hospitality Hardware

If Oracle determines that the replacement of Oracle Retail and Hospitality Hardware is necessary, Oracle will send replacement Oracle Retail and Hospitality Hardware ("replacement hardware") to your location in accordance with the ["Delivery Method Chart: Oracle Retail and Hospitality 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 Retail and Hospitality Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Oracle Retail and Hospitality Hardware

If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives ("drives") before you return the drives for repair or replacement. You 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 Retail and Hospitality Hardware

Oracle Advanced Parts Exchange for Retail and Hospitality Hardware consists of services in support of point of sale hardware systems. Point of sale hardware systems are comprised of: workstations, tablets, handhelds, scanners, printers, cash drawers, displays and payment solutions ("Oracle Retail and Hospitality Hardware"). Please note that Oracle Retail and Hospitality Hardware must follow the matching service levels policy for Oracle Retail and Hospitality Hardware described in the [Matching Service Levels section](#) above.

Oracle Advanced Parts Exchange for Retail and Hospitality 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

Note:

- Power cords and cash drawer till inserts that are included in Hardware bundles are considered consumables and are not supported under Oracle Advanced Parts Exchange for Retail and Hospitality 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 Retail and Hospitality Hardware as prescribed by Oracle in the relevant Oracle Retail and Hospitality Hardware documentation.

Replacement Oracle Retail and Hospitality Hardware

If Oracle determines that the replacement of Oracle Retail and Hospitality Hardware is necessary, Oracle will send replacement Oracle Retail and Hospitality Hardware ("replacement hardware") to your location. 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 Retail and Hospitality Hardware replacement hardware may not be available and /or the response times target guidelines for sending replacement hardware may be delayed.

Return of Malfunctioning Oracle Retail and Hospitality Hardware

If Oracle sends replacement hardware to you, unless otherwise stated in the order, you will ensure that the malfunctioning hardware is returned to Oracle in accordance with all shipping or courier instructions from Oracle. You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives (“drives”) before you return the drives for repair or replacement. You 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 Support

Oracle Communications Network Premier Support consists of services in support of hardware systems and integrated software (including integrated software options) for (i) Oracle Communications EAGLE hardware products and (ii) Oracle Acme Packet hardware products except as otherwise specified in this section. Oracle Communications EAGLE hardware products and the Oracle Acme Packet hardware products, 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, and AP3900 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.

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.

Oracle Communications EAGLE Premier Support

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

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

Oracle Communications EAGLE Premier Support consists of:

- Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options)
- Major product and technology releases for integrated software (including integrated software options), if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

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

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.

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 Exadata DDR eligible items, click [here](#). For all other systems, please refer to the [Oracle System Handbook](#) for details.

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.

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.

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](#).

Advanced Customer Support

If you acquire any of the following Advanced Customer Support services on your order, Oracle will provide the services as described in the applicable service description in the ACS Service Descriptions document published on www.oracle.com/contracts:

- Oracle Business Critical Service for Systems (for Customers that contracted prior to 05-Jun-2020)
- [Oracle Priority Support](#)
- [Oracle Priority Support for Systems \(Systems only\)](#)
- [Oracle Priority Support for Hotel and Food and Beverage](#)
- [Oracle Priority Support Advantage](#)
- [Oracle Priority Support Connected](#)
- [Oracle Functional Help Desk for Oracle Retail and Hospitality](#)
- Oracle Standard Systems Installations:
 - [Oracle Standard System Installation \("OSS"\) - Basic Service Exhibit](#)
 - [Oracle Standard System Installation \("OSS"\) with Site Audit Services Exhibit](#)
 - [Oracle Standard System Installation \("OSS"\) without Site Audit Services Exhibit](#)
- [Oracle Standard Software Installation and Configuration for Systems](#)
- [ACS Oracle Performance Review and Recommendations for Systems](#)
- [ACS Oracle Configuration Review and Recommendations for Systems](#)
- [Oracle Engineered Systems Configuration Services](#)
- [Oracle Exadata Deployment Pack](#)
- [Oracle Preproduction Readiness Review for Systems Service](#) or [Oracle Preproduction Readiness Review for Oracle Platinum Services](#)
- [Oracle Go-Live Support for Systems Service](#) or [Oracle Go-Live Support for Oracle Platinum Services](#)
- [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.

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, 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”) 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.

9. SEVERITY DEFINITIONS

Service requests for your covered hardware system may be submitted by you online through Oracle’s web-based customer support systems or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

Your production use of the covered hardware system is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency.

A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts
- System functionality failure causes data loss or renders system unstable
- System malfunction causes mission critical applications to restart, hang, or suspend

Except as otherwise specified, reasonable efforts will be made to respond to Severity 1 service requests within one 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 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

You experience a severe loss of service. Important features are unavailable with no acceptable workaround, impaired or broken functionality with significant impact to applications, and/or frequent application failure but not data loss; however, operations can continue in a restricted fashion.

Severity 3

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

Severity 4

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

10. ONSITE RESPONSE TIME TARGETS FOR HARDWARE SUPPORT

Except as otherwise specified herein, response time targets for hardware support are as specified below. The response time target for Sun Ray Clients, regardless of severity level, is limited to Advanced Parts Exchange with next business day delivery to your location. The response time targets for (i) hardware eligible for Oracle Communications EAGLE Premier Support or Oracle Communications Network Premier Support and (ii) Tekelec BNS and PIC hardware, regardless of severity level, are limited to Advanced Parts Exchange with shipment of the replacement part within 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 Support section above for excluded Oracle Acme Packet hardware products. The response time targets for Oracle Premier Support for Oracle Retail and Hospitality Hardware and Oracle Advanced Parts Exchange for Retail and Hospitality 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 Equipment 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 Retail and Hospitality, 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](#).

Oracle Hardware Warranty

Effective Date: 15-April-2020

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1. Overview

The details of the Oracle Hardware Warranty are set forth below. The Oracle Hardware Warranty is only available in countries where Oracle maintains local hardware service or support operations. For a list of countries where Oracle maintains local service or support operations please refer to the attached document titled "[Oracle Service Locations](#)" (PDF). If you are located in a country where Oracle does not maintain local service or support operations, your warranty terms will vary and third parties may be responsible for providing you with warranty service.

The term "you" and "your" refers to the individual or entity that has ordered Oracle hardware and/or media products, identified in the Oracle Hardware Limited Warranty section below, from Oracle or an Oracle-authorized distributor to which this Oracle Hardware Warranty applies.

The term "hardware" refers to the computer equipment, including components, options and spare parts (but excludes third party warranted hardware as defined below).

The term "third party warranted hardware" is defined as hardware identified on your order by a statement that the warranty will be provided by a third party.

The term "integrated software" refers to any software or programmable code that is (a) embedded or integrated in the hardware and enables the functionality of the hardware or (b) specifically provided to you under a separate agreement with Oracle or an Oracle-authorized distributor and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with your hardware.

If your contract provides for any onsite warranty services, you must provide a safe and healthful workspace for all Oracle resources performing warranty 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.).



Additionally, due to the uncertainties of the evolving Covid-19 situation, all Oracle resources performing onsite warranty services must be permitted and able to perform such services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the location of service delivery and/or the location of the personnel). If the provision of any onsite services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, you agree to cooperate with Oracle in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like, including possibly putting in place an infrastructure (e.g., VPN) to enable remote delivery of services. For the avoidance of doubt, this provision is without prejudice to the parties' rights and obligations under the force majeure clause of the applicable agreement.

To view a comparison of this Oracle Hardware Warranty and the previous version of the Oracle Hardware Warranty, please refer to the attached [Statement of Changes](#) (PDF).

2. Transition to the Oracle Hardware Warranty

Talari Networks

Orders placed before November 1, 2019 for Talari hardware will receive the Talari Warranty available at the time the order was placed. Please refer to the [Talari Hardware Product Warranty Prior to November 1, 2019](#) (PDF) document for details on the warranty. All orders placed after November 1, 2019 will receive the Oracle Hardware Warranty, excluding third party warranted hardware.

3. Oracle Hardware Limited Warranty

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware (excluding third party warranted hardware), (ii) operating system and integrated software and the integrated software options, (iii) the Software Media, and (iv) Tape Media. Software Media and Tape Media are defined below.

Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one (1) year from the date the hardware is delivered to you. Oracle warrants that the operating system media, the integrated software media, and the integrated software options media, collectively referred to as, "Software Media", will be free from material defects in materials and workmanship for a period of ninety (90) days from the date the Software Media is delivered to you.

Oracle warrants that the StorageTek LTO5 and later Ultrium and T10000 T2 tape media (including T10000 T2 cleaning cartridges) will be free from material defects in material and workmanship and will conform in all material respects to the specifications for its lifetime, meaning for so long as you use it in the configuration for which it was purchased originally. Oracle warrants that all other StorageTek LTO Ultrium and T10000 tape media, DLT/SuperDLT tape media, and 9840/9940 tape media (including the respective cleaning cartridges) will be free from material defects in materials and workmanship for a period of one (1) year from the date the tape media is delivered to you. Tape media identified in this section may collectively be referred to as "Tape Media".

The Oracle Hardware Warranty applies only to the hardware, Software Media and Tape Media that have been (1) manufactured by or for Oracle, (2) sold by Oracle (either directly or by Oracle-authorized distributor), and used under normal conditions as described in the specifications. The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which have been



remanufactured and certified for warranty by Oracle. For information regarding third party warranted hardware please refer to section 9 (Third Party Warranted Hardware and Other Third Party Products) below.

4. If You Experience a Warranty Issue

Unless otherwise designated in writing by Oracle, Oracle and Oracle authorized service providers are the only parties authorized to perform warranty service on the hardware. Upon experiencing a warranty issue, please contact Oracle via [My Oracle Support](#) or contact the Oracle Technical Support Center for your country. Phone numbers and contact information can be found on Oracle's support web site located [here](#).

If Oracle is not able to obtain entitlement information through the registration process, you will be asked to provide the following information when requesting warranty service: your name, address, and contact information; serial number; a description of the Oracle product; a description of the system configuration; a description of the issue; and, if applicable, your Passport or Global Purchase Agreement number. You may be required to provide proof of purchase and/or, if applicable, proof of the installation date prior to receiving warranty service.

5. Warranty Service

WEB Coverage: 24x7 – 365 Days per Year

Phone Coverage: Local Business Hours

Phone/Web Call Back Response (local business hours only):

Severity 1 Issue – four (4) Hours

Severity 2 Issue – eight (8) Hours

Severity 3 Issue – Next Business Day

Oracle will make commercially reasonable efforts to return your initial telephone or internet request for warranty service within the designated response time set forth above.

If the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) (PDF) or the [Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts](#) (PDF) specifies "Field Replaceable" warranty service for your hardware and Oracle has determined that an on-site visit is required in order to address the warranty issue, the visit will be scheduled during local business hours excluding holidays. Oracle will make commercially reasonable efforts to respond on-site within two (2) business days for hardware located within a designated Oracle Service Location. Please refer to the attached document "[Oracle Service Locations](#)" (PDF) for a listing of service locations near you. For on-site warranty service outside the identified service locations response times may be longer or unavailable.

On-site warranty service is not available for hardware designated as "Customer Replaceable Units" or "Customer Installable Integrated Software Updates" on the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) (PDF) or the [Delivery Method Chart: Oracle Retail and Hospitality Hardware Replacement Parts](#) (PDF), Software Media or Tape Media. Instead, warranty service will be provided in accordance with the Replacement CRU shipment process described below.

In the event that Oracle determines that your issue can be addressed by shipping a replacement part to you (a "Customer Replaceable Unit" or "CRU"), Oracle will ship the replacement CRU to your site ("Replacement CRU"). Based on availability, Oracle will use commercially reasonable efforts to ship the Replacement CRU within the response times set forth above starting once the diagnostic analysis is done. Replacement CRUs will be of new or



like-new quality. You are responsible for installation of Replacement CRUs. Replacement CRUs are not warranted separately from the hardware, Software Media, or Tape Media, but are warranted as follows: (i) Replacement CRUs for hardware are warranted under the warranty terms remaining for the hardware into which the Replacement CRU is installed; (ii) Replacement CRUs for Tape Media or Software Media, are warranted under the warranty terms remaining for the Tape Media or Software Media being replaced. Oracle may require that you return your hardware to the original factory-shipped hardware and software configurations before providing warranty service to you.

In the event that an integrated software update is required in order to address your warranty issue, Oracle will provide you with instructions for obtaining the update, which may include agreement to additional licensing terms. You are responsible for implementing the necessary updates.

You are responsible for ensuring that any malfunctioning hardware (or part) or Tape Media being replaced ("Malfunctioning Product") is returned to Oracle in accordance with all Oracle shipping or courier instructions. If you fail to return the Malfunctioning Product within forty-five (45) days of a Replacement CRU being shipped to you, you will be charged the then-current fee for such Malfunctioning Product. Title in the Malfunctioning Product shall transfer back to Oracle upon removal from the hardware. It is your responsibility to back up all data before returning Malfunctioning Product to Oracle. Oracle is not responsible for any data lost or damaged including lost or damaged as part of the warranty return or repair process nor for any associated data restoration. Further, it is your responsibility to ensure that no confidential, proprietary, or personal information remains on your Malfunctioning Product before returning it to Oracle.

Warranty service and response time targets for MICROS 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 forty-eight (48) hours of Oracle's receipt of the malfunctioning hardware, and (ii) on an island country, regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle's acknowledgement that replacement of a hardware part is necessary.

All response times are estimates only. Oracle will make commercially reasonable efforts to meet such response times; however, such response times are dependent upon factors such as location, resource availability, your enablement of remote support capabilities, and your availability. For hardware, the response times apply to hardware located within a twenty-five (25) mile (forty (40) kilometer) radius of designated service location. Please refer to the attached document titled, "[Oracle Service Locations](#)" (PDF) for a listing of service locations. For Oracle to provide warranty service 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 warranty service. Relocated hardware will be entitled to the warranty service available in the country to which the hardware is relocated.

If your product contains remote support capabilities, your failure to enable and use such capabilities during the warranty period may adversely impact Oracle's ability to respond to your requests for warranty service.

Oracle's obligation to deliver warranty service is conditioned upon you fulfilling your obligations identified in this Oracle Hardware Warranty. Your failure to meet your obligations may result in no warranty service being provided or a delay in the provision of warranty service.

Any services provided for hardware, Software Media or Tape Media which are not covered by warranty will be billed on a time and material basis.



6. Tools Used to Perform Warranty Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your hardware (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 warranty 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 warranty service and 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 warranty services. In addition, the tools data may be used by Oracle 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 warranty service to you.

Further details about some of the current tools Oracle uses to provide warranty services, and the data collected and how it is used, are described in the [Global Customer Support Security Practices](#) and on [My Oracle Support](#). You may 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, an ordering document, or readme that the tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, embedded third party software, or third party software, licensed under Separate Terms (e.g., 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 hardware which is 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.

7. Global Customer Support Data Protection Practices

To the extent you provide personal information to Oracle as part of Oracle's provision of warranty 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 warranty 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 warranty period. 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 warranty 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, 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") 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.

8. What the Oracle Hardware Limited Warranty Does Not Cover

Oracle does not provide any warranties for hardware, operating system, integrated software, Software Media or Tape Media other than those described above. For software licensed by Oracle under a separate license agreement, you may be entitled to certain warranties as described in your software license agreement.

ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATIONS OF ANY HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, SOFTWARE MEDIA OR TAPE MEDIA.

There is no warranty for any hardware, operating system, integrated software, Software Media or Tape Media that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation or specifications or Software Media or Tape Media failures resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, or incorrect environments; (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv)



improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by an Oracle Warranty, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) de-supported by the third-party manufacturer or vendor, or for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support such third party hardware, operating system, integrated software, Software Media or Tape Media, or any third party component or part therein; (viii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (ix) used by parties appearing on the most current U.S. export exclusion list; (x) relocated to countries subject to U.S. trade embargo or restrictions; or (xi) used remotely to facilitate any activities in the countries referenced in (x) above; or (xii) purchased from any entity other than Oracle or an Oracle authorized distributor.

This Oracle Hardware Warranty does not apply to normal wear of the hardware, Software Media or Tape Media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred. The Oracle Hardware Warranty does not apply to any products with a prefix of "Y." Products with a prefix of "Y" can be found [here](#).

9. Third Party Warranted Hardware and Other Third Party Products

Oracle shall procure for you the warranties for the following third party warranted hardware as contained in your order:

- **HPE Servers, HPi Desktops:**
<https://support.hp.com/us-en/checkwarranty>
- **Secure Retail Payment Devices:**
<https://www.secure-retail.com/support>
- **Epson Fiscal Printers in Italy:**
https://assets.epson-europe.com/uk/coverplus/pdf/2014/EN_CoverPlus2014.pdf

Oracle does not itself provide any warranties or warranty services for third party warranted hardware or any other third party products installed into or attached to the hardware 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 hardware, then the hardware warranty will not cover such damage. Other third party products may also impede and/or add costs in obtaining warranty services 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 hardware. 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 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), then Oracle's service call will be addressed under the terms of the Oracle Hardware Warranty; provided that the removal of any other third party products by Oracle will be subject to additional charges.



10. Limitations

To the extent not addressed in your order with Oracle or an Oracle-authorized distributor for the hardware, operating system, integrated software, Software Media or Tape Media to which this Oracle Hardware Warranty applies, the following Limitations apply:

NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE ARISING OUT OF OR RELATED TO THIS WARRANTY HOWEVER THEY ARISE, WHETHER IN CONTRACT OR TORT, OR OTHERWISE.

YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY FOR BREACH OF WARRANTY SHALL BE: (A) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (B) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, YOU MAY RETURN THE DEFECTIVE PRODUCT FOR A REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND, IF APPLICABLE, THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Nothing in this Oracle Hardware Warranty affects any statutory rights of consumers or other purchasers that cannot be waived or limited by contract. This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state, country to country and jurisdiction to jurisdiction.

11. Contact Information

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

ORACLE

Oracle License Definitions and Rules Booklet

Effective Date: June 11, 2021

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DEFINITIONS AND LICENSE METRICS

Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. An Account includes but is not limited to current accounts, savings accounts, nostro/ vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Accounts for the purposes of licensing requirements. The value of these Program licenses is determined by the amount of Accounts. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Accounts as of the effective date of Your order. If at any time the amount of Accounts exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Accounts is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Accounts. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Accounts as of such date.

For the purposes of the Oracle FLEXCUBE Online Trading Account Program, Account is defined as the securities trading account of a financial institution's customer.

\$M Annual Transaction Volume: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by You and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

10K API Calls: is defined as ten thousand Application Program Interface (API) Calls or notifications recorded by the licensed application Program during a 12 month period.

1M API Calls: is defined as a maximum of one million Application Programming Interface (API) calls or notifications recorded by the licensed application Program during a 12 month period.

Application Module: is defined as a Program used by You on a single or multiple computers.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) excluding taxes processed through the licensed Program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Developed: is defined as a software Program developed by You that operates on smart-phones and/or other end user devices and that (i) provides end users with access to content or (ii) provides end users with end user transaction enablement or (iii) otherwise enables use by end users of functions available through the Oracle run-time Program.

Application User: is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. If You license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, You are required to maintain licenses for the equivalent number of Application Users licensed and You are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for Your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the Programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle Fusion Sourcing, Oracle iSupplier Portal, Oracle Fusion Supplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing, PeopleSoft Supplier Contract Management and JD Edwards Supplier Self Service Programs, use by Your external suppliers is included with Your application user licenses. For the purposes of the Oracle Financial Services Operational Risk Solution Program, employees who are just contributing information to the Program via the applicable user interface shall not be counted as application users.

Application Read-Only User: is defined as an individual authorized by You to run only queries or reports against the application Program for which You have also acquired non read-only licenses, regardless of whether the individual is actively using the Programs at any given time.

\$B in Assets Under Management: is defined as one billion U.S. Dollars (or the equivalent amount in the applicable local currency) of the total value of assets You manage and administer for yourself and that You manage and administer on behalf of Your customers, as disclosed in Your annual report and/or regulatory filings.

Bank Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. A Bank Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Bank Accounts as long as they are in the production database of the application Program. Closed accounts shall not be considered to be Bank Accounts for the purposes of licensing requirements. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Bank Accounts as of the effective date of Your order. If at any time the amount of Bank Accounts exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Bank Accounts is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Bank Accounts. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Bank Accounts as of such date.

For the purposes of the following Programs: Oracle Banking Limits and Collateral Management, Oracle Banking Advanced Limits and Collateral Management, Oracle Banking Relationship Pricing, Oracle Banking Advanced Relationship Pricing, Oracle Banking Originations, Oracle Banking Advanced Originations and Oracle Banking Collections, Bank Account is defined as every account of the financial institution's customers that is processed by the Oracle application Program, irrespective of whether an account is opened, maintained or stored in the Oracle application Program.

Bank Account Application: is defined as a request submitted by a financial institution's customer to apply for an asset or a liability product in the hosted Program during a 12 month period. An application includes, but is not limited to, current account products, savings account products, overdraft protection products, term deposit products, nostro/vostro products, loan products, safe deposit products, insurance products, and card products. If a number of products are bundled in a single request, each product would be counted as an application.

Bank Deposit Account: is defined as an account that is opened, maintained, and stored in the Program. A Bank Deposit Account includes but is not limited to current accounts, savings accounts, nostro/ vostro accounts, internal accounts, investment accounts, retirement accounts, virtual accounts, time deposit accounts, certificate of deposit accounts, and term deposit accounts. All dormant accounts shall be considered to be Bank Deposit Accounts as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be Bank Deposits Accounts for the purposes of licensing requirements.

Branch Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. A Branch Account includes but is not limited to current accounts, savings accounts, nostro/vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be Branch Accounts as long as they are in the production database of the application Program. Closed accounts shall not be considered to be Branch Accounts for the purposes of licensing requirements.

Card: is defined as one EAGLE system card.

Card (STC Card, IPLIM Card, HIPR2 Card, SM Card): is defined as one EAGLE system card.

Case: is defined as a standard safety record identified by a Case ID number which contains data elements related to the safety of a medicinal product. If the total number of Cases created in the Oracle Argus Program in a 12-month period exceeds the number purchased, then additional Cases must be purchased.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the Program (measured explicitly in the Program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12 month period unless You acquire additional CRF Page licenses from Oracle.

Chassis: is defined as a physical enclosure containing hardware. For the purposes of the following Programs: Oracle Fabric Manager and Oracle Fabric Monitor, only the chassis (a) that contain networking hardware and (b) that are managed by the Program must be counted for the purpose of determining the number of licenses required.

Client Application Loader Client: is defined as a device that receives its configuration from a client application server.

Cluster: is defined as a minimum of two Global Communication Multimedia Policy Engine Servers at a primary site in active and/or standby mode or the same configuration in geographic redundancy mode with a third server at a secondary site.

Collaboration Program User: is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within Your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to Your company and attending a web conference are not required to be licensed.

\$M in Collaterals or Limits Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of Collateral under Management or Limits under Management that are managed by the Program. When using the Program to manage both Collateral and Limits Under Management, the greater of either Collateral or Limits Under Management must be used to determine the licenses required.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the Programs. The term Compensated Individual includes, but is not limited to, Your employees, contractors, retirees, and any other Person.

Compliance Regulatory Report: is defined as a single pre-configured template that is generated by the Oracle Program and that meets the requirements of a specific country regulator and/or jurisdiction for filing reports on suspicious activity. You are responsible for filing the compliance regulatory report with the specific country regulator and/or jurisdiction.

Computer: is defined as the computer on which the Programs are installed. A Computer license allows You to use the licensed Program on a single specified computer. For the purposes of Computer licenses for the Oracle Health Science Integration Engine Program, a communication point is an interface to an input system (e.g., a clinical laboratory system in a hospital or healthcare setting) or to an output system (e.g., a healthcare data repository).

100 Concurrent Calls: is defined as one hundred simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

500 Concurrent Calls: is defined as five hundred simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

1K Concurrent Calls: is defined as one thousand simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

Concurrent Call: is defined as the number of simultaneous active end to end calls that the operations monitor sees, no matter the number of underlying devices. For example, the same concurrent call may be monitored on two or more sessions, one on each side of a back to back user agent.

5 Concurrent Users: is defined as five concurrent users where each Concurrent User is an individual who is authorized by You to access the Program concurrently with other individuals at any given time.

Concurrent Connection: is defined as each connection to a Serduct/Datalink. A Serduct/Datalink is defined as an interface that renders the Infor software operable for use with Micros Applications.

25 Concurrent Sessions: is defined as a maximum of 25 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the Transcoding coder/decoder programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

50 Concurrent Sessions: is defined as a maximum of 50 established virtual connections (with or without media anchoring) (a) between two endpoints represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, each call leg utilizing media anchoring and negotiating Secure Real-Time Transport Protocol is counted as a concurrent session.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

500 Concurrent Sessions: is defined as a maximum of 500 established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only concurrent sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only concurrent sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

1K in Concurrent Sessions: is defined as one thousand concurrent sessions of a specified application or service at any one time.

Concurrent Session: is defined as the aggregate number of established virtual connections (a) between two endpoints that are represented by subscriber devices or network switching equipment and (b) which are traversing the licensed software at any one time.

For the purposes of the following Programs: Oracle Communications WebRTC Session Controller and Oracle Communications Application Session Controller, all concurrent sessions (with or without media anchoring) with the exception of SIP Registrations are counted.

For the purposes of the Oracle Communications Converged Application Server, Service Controller Program, only concurrent sessions towards the network are counted.

For the purposes of the Transcoding coder/decoder Programs, only concurrent sessions with media anchoring (encoded with specified codec and utilizing the transrating, transcoding, or other media processing feature requiring media decoding) are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - SRTP and Oracle Communications Unified Session Manager - SRTP, only sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the following Programs: Oracle Communications Session Border Controller - MSRP B2BUA and Oracle Communications Unified Session Manager - MSRP B2BUA, only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

1K in Concurrent Subscribers: is defined as one thousand unique concurrent subscribers with access to a specified application or service at any one time.

Concurrent User: is defined as each individual that may concurrently use or access the Programs. Concurrent Users shall be only customers or prospective customers of Yours, and shall not be business partners, or employees of Yours.

Connected Device: is defined as each unique device (a) that transmits data to or receives data from Oracle application Programs or Oracle cloud services and (b) that does not require any human interaction or human input to execute Oracle application business logic or to update Oracle application tables. Devices include, but are not limited to, sensors, meters, RFID readers, and barcode scanners. Devices may be connected directly to Oracle application Programs or Oracle cloud services, or may be connected indirectly to Oracle application Programs or Oracle cloud services through a gateway device or a third-party communications service. A device may be uniquely identified as being the endpoint of communication of data to or from an Oracle application Program or an Oracle cloud service, or may be uniquely identified by its explicit registry with an Oracle application Program or an Oracle cloud service.

Connected Instance: is defined as the configuration between Oracle Policy Automation Connector for Oracle CRM On Demand and the Oracle CRM On Demand instance's web service endpoint. For each Oracle CRM On Demand instance so configured, an additional Connected Instance is required.

1K in Connections: is defined as one thousand pairs of end points (e.g., ports, connectors, locations, devices) connected together via a pipe, trail or connection. Each connection may contain other connections such as circuits and, services, in which case each instance is counted. Different versions of the same connection are counted as one connection.

Connector: is defined as each connector connecting the software product with a third party product. A unique connector is required for each distinct third party product that the software product is required to interface.

Connector Pack: is defined as a collection of connectors as specified in the Program Documentation for the applicable Connector Pack. There is no limitation on the number of physical servers on which any of the connectors in the pack may be copied, installed and used.

\$M in Assets Under Management: is defined as one million U.S. Dollars ([or the equivalent amount in the applicable local currency](#)) of total value of assets You, manage and administer for yourself and on behalf of Your customers as disclosed in Your annual report and/or regulatory filings.

\$M Cost of Goods Sold: is defined as one million U.S. Dollars ([or the equivalent amount in the applicable local currency](#)) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue.

Country: is defined as a nation for which risk management and financial crime compliance related regulatory reports are generated using the Program.

CPU: is defined as a chip that contains a collection of one or more cores on which the Program is running. Regardless of the number of cores, each chip counts as 1 CPU.

Custom Suite User: is defined as an individual authorized by You to use the application Programs included in the applicable Custom Applications Suite which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.

100 in Customer Count: is defined as the total number of Your and Your affiliate's individual customers. If You supply multiple services to one person or entity, that person or entity will count as a single customer. If a person or entity receives utility services at multiple locations (e.g., a chain store, an apartment building or a municipality), each such location shall count as a single customer.

Customer: is defined as the customer entity specified on Your order. The Programs may not be used or accessed for the business operations of any third party, including but not limited to Your customers, partners, or Your affiliates. There is no limitation on the number of computers on which such Programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such accounts.

Oracle Customer Data & Device Retention Service: is defined as a service for which the description may be found in the Technical Support Policies section (**Oracle Hardware and Systems Support Policies**) at www.oracle.com/contracts and which is incorporated by reference.

Customer Device: is defined as a device (physical or logical) (a) that is a functional independent component (e.g., cable/DSL modem, set top box, home gateway, SIM/USIM card, mobile handset, VoIP telephone, ATA, Customer-Edge router, PC, or access point) dedicated to a specific customer, subscriber, or user and (b) that is managed by the Program.

Customer ID: is defined as a unique customer identification number associated with an individual customer who has an account that is opened, maintained and stored in the Program.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that You may access using the Program.

10,000 Daily Average Transactions: is defined as ten thousand unique transactions (including but not limited to sales transactions, return transactions, exchange transactions, loyalty transactions, deal transactions, gift card transactions, inventory transactions, petty cash transactions, and administrative transactions) that are processed by the Program in a single 24 hour period. The daily transaction volume is calculated as the daily average over the prior 12 month period.

1000 Data Points: is defined as one thousand data points, where each data point is a unique connection between a data source and a destination for a single type of data. Data types include but are not limited to status data (e.g., on/off, open/closed, or similar data), and/or measurement data (e.g., voltage, vibration frequency, temperature, or similar data) that is managed by a utilities system. A data source may generate multiple types of data (e.g., a sensor that generates both status and measurement data) and a single data type may be connected to multiple destinations. Every connection between a single data type and a single utilities system is a unique connection that must each be licensed as a data point.

500K DB Entries: is defined as five hundred thousand database (DB) entries in the international number portability database.

\$M of Delinquent Accounts Managed: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of delinquent accounts managed by the Program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the Programs and documentation.

100K Devices: is defined as one hundred thousand network elements being modeled, discovered or managed by the application.

Device: is defined as a network element being modeled, discovered or managed by the application.

For the Oracle Communications Network Integrity Programs, devices are discovered directly from the Network Element itself or through a Network/Element Management System (NMS/EMS) or through Oracle Communications Network Discovery or through third party discovery applications or from a repository of data (such as Inventory, Asset Management or other systems). When a single device is being reconciled between two systems it shall be counted only once.

For the Oracle Communications Unified Inventory Management Program, devices are functionally independent components. For example: physical shelves, chassis or units, logical devices, servers, elements, etc. Logical or physical separation denotes different devices.

For the Oracle Communications Session Element Manager Program, the Oracle Communications Session Route Manager Program, the Oracle Communications Session Report Manager Program, the Oracle Communications

Application Orchestrator Program, and the Oracle SD-WAN Aware Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the fault, configuration, auditing, performance, security, and lifecycle functions are in use.

For the Oracle Communications Network Service Orchestration Program and the Oracle Communications ASAP Program, a device can be physical or virtual and is considered managed or orchestrated when one or more of the network service configuration, monitoring and lifecycle functions are in use involving the device.

Disk Drive: is defined as a spinning media device that stores data accessed by the Program.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Program from any source (not manually entered by licensed users) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12 month period.

Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs.

Employee for HCM: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Employees for HCM and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Employees for HCM: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. Employees for HCM may only use the licensed Programs with Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name.

Employee User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

5K Endpoints: is defined as five thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

20K Endpoints: is defined as twenty thousand individual user devices identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

Endpoint: is defined as an individual user device identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint.

Enterprise Employee: is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Programs. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Programs. The value of these Program licenses is determined by the number of Enterprise Employees. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional

licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

Enterprise Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements. The value of these Program licenses is determined by the number of Enterprise FTE Students. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise FTE Students as of the effective date of Your order. If at any time the number of Enterprise FTE Students exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise FTE Students is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise FTE Students. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise FTE Students as of such date.

Enterprise Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program. The value of these Program licenses is determined by the number of Enterprise Trainees. For these Program licenses, the licensed quantity purchased must, at a minimum, be equal to the number of Enterprise Trainees as of the effective date of Your order. If at any time the number of Enterprise Trainees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Trainees is equal to or less than the licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Trainees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Trainees as of such date.

Enterprise \$M in Cost of Goods Sold: Enterprise \$M Cost of Goods Sold is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to You then Cost of Goods Sold shall be equal to 75% of total company revenue. The value of these Program licenses is determined by the amount of Enterprise \$M Cost of Goods Sold. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Cost of Goods Sold as of the effective date of Your order. If at any time the amount of Enterprise \$M Cost of Goods Sold exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Cost of Goods Sold is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M Cost of Goods Sold. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Cost of Goods Sold as of such date.

Enterprise \$M in Freight Under Management: \$M Freight Under Management is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid). The value of these Program licenses is determined by the amount of Enterprise \$M Freight Under Management. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M Freight Under Management as of the effective date of Your order. If at any time the amount of Enterprise \$M Freight Under Management exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M Freight Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any

kind if there is a reduction in the amount of Enterprise \$M Freight Under Management. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M Freight Under Management as of such date.

Enterprise \$M in Operating Budget: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Your gross budget reflected in an audited statement from Your external accounting firm. The value of these Program licenses is determined by the amount of Enterprise \$M in Operating Budget. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Operating Budget as of the effective date of Your order. If at any time the amount of Enterprise \$M in Operating Budget exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Operating Budget is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Operating Budget. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Operating Budget as of such date.

Enterprise \$M in Revenue: Enterprise \$M in Revenue is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year. The value of these Program licenses is determined by the amount of Enterprise \$M in Revenue. For these Program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue as of the effective date of Your order. If at any time the amount of Enterprise \$M in Revenue exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise \$M in Revenue as of such date.

Enterprise \$M Revenue Under Management: Enterprise \$M Revenue Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used. For these program licenses, the licensed quantity purchased must, at a minimum be equal to the amount of Enterprise \$M in Revenue Under Management as of the effective date of your order. If at any time the amount of Enterprise \$M in Revenue Under Management exceeds the licensed quantity, you are required to order additional licenses (and technical support for such additional licenses) such that the amount of Enterprise \$M in Revenue Under Management is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the amount of Enterprise \$M in Revenue Under Management. In addition, each year 90 days before the anniversary date of your order, you are required to report to Oracle the number of Enterprise \$M in Revenue Under Management as of such date.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12 month period. You may not exceed the licensed number of expense reports during any 12 month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the Programs for academic and non-commercial use.

Field Resource: is defined as dispatchers using the program, as well as engineers, technicians, representatives or other persons scheduled by the programs.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by You, including the dispatchers, to the field using the Programs.

Financial Inclusion Account: is defined as a financial institution's customer account that is opened, maintained and stored in the Program. An account includes but is not limited to current accounts, savings accounts, nostro / vostro accounts, deposit accounts and loan accounts. All dormant accounts shall be considered to be accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be accounts for the purposes of licensing requirements.

Financial Services Subscriber: is defined as an individual who is authorized by You to access the online portal or mobile application of the applicable application program regardless of whether the individual is actively accessing the Programs at any given time. Financial Services Subscribers shall be counted for each single Instance of the Program.

For the purposes of the Oracle Documaker Mobile Program, a Financial Services Subscriber is defined as an individual who is registered to receive mobile documents in lieu of or in addition to printed documents.

For the purposes of the Oracle Banking Digital Experience Programs, a Financial Services Subscriber is defined as an individual who is registered to access the applicable application program regardless of whether the individual is actively accessing the Program at any given time.

Flash Drive: is defined as a front mounted solid state media device that stores data accessed by the Program.

\$M Freight Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by You, plus the cost of freight for shipments managed by You (e.g., You are not purchasing transportation services on behalf of Your clients but are providing transportation management services for Your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to You with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in Your institution and any part-time student enrolled in Your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on Your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

100 Gigabytes (GB): is defined as one hundred gigabytes (GB) of hard disk drive space.

Gigabyte: is defined as one billion bytes of data archived and purged by the Program.

For the purposes of the Oracle Banking Payments SWIFTNet FileAct Program, a Gigabyte is defined as one gigabyte of payment files data exchanged over SWIFTNet over a 12 month period.

25,000 Gift Cards: is defined as twenty-five thousand value cards (gift or stored) that are generated by the Program during a 12 month period.

Global Title Translations per Translation Type: is defined as the number of SS7 Global Title Translation records per SS7 Translation Type.

Guest Cabin: is defined as a guest cabin onboard a cruise ship managed by the Program. You must license the total number of Guest Cabins onboard each cruise ship managed by the Program and the licensed quantity of Guest Cabin licenses may not be shared across multiple cruise ships.

For the purposes of the Cruise Fleet Management, Cruise Crew Management, Cruise Materials Management HQ and Sub-HQ Programs, You must license the total number of Guest Cabins onboard all ships or vessels in the fleet that are managed by the Program.

Guest Room: is defined as the number of guest rooms managed by the Program.

For the purposes of the Oracle Hospitality Suite8 Interface Programs, a unique Guest Room license is required for each distinct product with which an Oracle Hospitality Suite8 Program is required to interface. For example, a customer requiring interfaces of an Oracle Hospitality Suite8 Program with three distinct products must have three separate Guest Room licenses.

1000 Healthcare Records: is defined as one thousand patient records stored by the Oracle Program for Your healthcare (healthcare provider, health plan, government or research) setting. For the purposes of this definition, the term "setting" means the population for which You provide healthcare services. For example, for a licensor that is a county department of health services, it would be the population provided with healthcare services by the department, and for a licensor that is a healthcare research facility, it would be the patients associated with

the healthcare research facility. You must be licensed for the total amount of patient records stored by the Oracle Program for Your healthcare setting.

Healthcare Record: is defined as the total number of unique person (physical person) database records stored in the Oracle Program.

Hosted Named User: is defined as an individual authorized by You to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

Oracle Hospitality Consulting Services: are defined as services for which the description may be found in the Oracle Hospitality Global Business Unit ("Micros") Consulting Service Descriptions section at www.oracle.com/contracts and which is incorporated by reference.

Hospitality Suite: is defined as an entertainment space that typically includes, but is not limited to, a kitchenette, restroom, table and seats within an arena, stadium, concert venue or other venue that is managed by the Program.

1K in Individual Subscribers: is defined as one thousand individuals who are authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a customer record/account in the licensed Program or other related subscriber databases such as an ordering system, billing system, etc. An individual subscriber is counted once, regardless of the number of services used.

Individual Subscriber: is defined as an individual who is authorized by You to use one or more of Your services for which the Program is used. For example, an individual subscriber may be tracked as a customer record/account in the licensed Program or other related subscriber databases such as an ordering system, billing system, etc. An individual subscriber is counted once, regardless of the number of services used. Individual Subscriber for the Billing and Revenue Management Servers and extensions with application specific usage are defined as follows:

Oracle Communications Billing and Revenue Management Server for Real-time Rating Program: Defined as an individual subscriber who purchases one or more services from You that utilizes real-time rating capabilities of the Program.

Oracle Communications Billing and Revenue Management for Convergent Rating Program: Defined as an individual subscriber that purchases one or more services from You that utilizes real-time and/or batch rating capabilities of the Program.

Oracle Communications Billing and Revenue Management Server for Billing Program: Defined as an individual subscriber that purchases one or more services from You that utilizes billing capabilities of the Program.

Installation Services, Start-Up Packs and Configuration/Upgrade Services: is defined as a service(s) for which the description may be found in the Advanced Customer Support Services section at www.oracle.com/contracts and which is incorporated by reference.

Instance: is defined as a single database environment. Test, production, and development environments are considered three separate instances that must each be licensed.

For the purposes of the Oracle Banking API Infrastructure Program, Instance is defined as the environments (production and non-production) used to run the Oracle Banking API Program.

1K Insurable Entities: is defined as one thousand insurable entities that are listed members and/or an objects that are managed by the Oracle Program. A listed member is an individual insured, annuitant and/or member in one of Your product offerings per quote, application, certificate or policy. An object is the item and/or property (such as building, motor vehicle) insured within a policy.

1K Insurance Plan Members: is defined as one thousand individual active Insurance Plan Members. An Insurance Plan Member is active if he/she is currently covered by any of your health or group insurance plan product offerings that are processed through the Oracle program. Individuals who are active members of multiple health or group insurance plan product offerings processed through the Oracle program shall only be deemed to be a single Insurance Plan Member. Use of the Oracle program to process health or group insurance plan product offerings for former members (i.e., "inactive" members who are not currently covered by, but who are tracked by and/or have records in, one of your health plan product offerings) is included with your 1K Insurance Plan

Members licenses. For the purposes of this definition, the group insurance plan product offerings exclude any of your property and casualty business product offerings.

Interface: is defined as each interface connecting the Oracle Program with a third party product. A unique Interface license is required for each distinct third party product with which the Oracle Program is required to interface.

Inventory Location: is defined as a dedicated physical inventory space used by vendors to store their inventory within an arena, stadium, concert venue or other venue that is managed by the Program. Each dedicated physical inventory space must be counted as one Inventory Location.

Investment Account: is defined as a financial institution's investor account that is opened, maintained, and stored in the Program. All dormant investor accounts shall be considered to be investment accounts as long as they are in the production database of the applicable Program. Closed investor accounts shall not be considered to be investment accounts for the purposes of licensing requirements.

1K Invoice Line: is defined as one thousand invoice line items processed by the Program during a 12 month period. You may not exceed the licensed number of 1K Invoice Lines during any 12 month period unless You acquire additional 1K Invoice Line licenses from Oracle.

IPsec Tunnel: is defined as one Internet Protocol Security (IPsec) tunnel termination that is represented by one Security Association (SA). The maximum number of IPsec tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

Oracle Java SE Subscription and Oracle Java SE Desktop Subscription: are defined as the right to use specified Oracle Java SE Subscription Program(s) in accordance with the applicable metric and to receive Oracle Software Update License & Support (limited to the specified Oracle Java SE Subscription Program(s)), for the term specified on the ordering document. You may not create, modify, or change the behavior of classes, interfaces, or subpackages that are in any way identified as "Java", "Javax", "Sun", "Oracle", or similar convention as specified by Oracle in any naming convention designation. Your right to use the specified Oracle Java SE Subscription Program(s) for Your internal business operations includes using the Oracle Java SE Subscription Program(s) to run Your Java applications as a cloud service, subject to the terms of the Master Agreement. For the avoidance of doubt, You shall not make the Oracle Java SE Subscription Program(s) themselves available as a cloud service. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support is provided under the Oracle Software technical support policies in effect at the time the services are provided. At the end of the specified subscription term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the specified Oracle Java SE Subscription Program(s) will terminate and You must de-install the specified Oracle Java SE Subscription Program(s).

Kitchen Display Client: is defined as a device that is used to display and monitor the status of ordered items. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

Learning Credits: may be used to acquire education products and services offered in the Oracle University online catalogue posted at <http://www.oracle.com/education> under the terms specified therein. Learning credits may only be used to acquire products and services at the list price in effect at the time You order the relevant product or service, and may not be used for any product or service that is subject to a discount or a promotion when You order the relevant product or service. The list price will be reduced by applying the discount specified to You by Oracle. Notwithstanding anything to the contrary in the previous three sentences, learning credits may also be used to pay taxes, materials and/or expenses related to Your order; however, the discount specified above will not be applied to such taxes, materials and/or expenses. Learning credits are valid for a period of 12 months from

the date Your order is accepted by Oracle, and You must acquire products and must use any acquired services prior to the end of such period. You may use learning credits worldwide subject to the export laws and regulations of the U.S. and any other relevant local jurisdiction in which You acquired them, may not use them as a payment method for additional learning credits, and may not use different learning credits accounts to acquire a single product or service or to pay related taxes, materials and/or expenses. Learning credits are non-transferable and non-assignable. You may be required to execute standard Oracle ordering materials when using learning credits to order products or services.

Liquidity Account: is defined as an account that is opened, maintained, stored or processed in the Program. A liquidity account includes but is not limited to the following accounts: current accounts, savings accounts, nostro/vostro accounts, deposit accounts, internal accounts, virtual accounts and loan accounts. All dormant accounts shall be considered to be liquidity accounts as long as those dormant accounts are in the production database of the applicable Program. Closed accounts shall not be considered to be liquidity accounts for the purposes of licensing requirements. If an account is opened or maintained or stored or processed in multiple hierarchies of liquidity accounts in the applicable Program, then that account must be counted as a separate liquidity account for each hierarchy within the applicable Program in which the account is opened or maintained or stored or processed.

Link: is defined as one SS7 signaling link.

12M LNP Entries: is defined as twelve million Local Number Portability (LNP) database entries in the Local Number Portability database.

Loan Account: is defined as a customer loan account or loan application created, tracked or processed by, or residing within, the Oracle Daybreak Programs. A customer of Yours may have multiple loan accounts or loan applications, each one of which is to be counted for the purposes of determining the total number of loan accounts and loan applications.

For the purposes of the Daybreak Consumer Loans Servicing and Collection Program, Loan Account is defined as the number of Loan Accounts identified with a status of ACTIVE at the beginning of each calendar month.

For purposes of the Daybreak Consumer Loans Origination Program, Loan Account is defined as the number of customer loan applications created in the Oracle Daybreak Programs in a calendar month.

For the purposes of the Oracle Banking Retail and SME Loan Servicing Program and the Oracle Banking Retail and SME Line of Credit Servicing Program, Loan Account is defined as a customer loan account or a line of credit account that is opened, maintained and stored in the Program. All charged-off accounts shall be considered to be Loan Accounts as long as they are in the production database of the application Program.

8 Low Speed SS7 Signaling Links: is defined as eight 56 kbps SS7 signaling links.

12M LSMS Records: is defined as twelve million Local Service Management System (LSMS) records that are interfacing with the Local Number Portability database.

\$M in Loan Book Size: is defined as one million U.S. Dollars [\(or the equivalent amount in the applicable local currency\)](#) in loan books that are managed in the licensed Program. The total value of all loan books that are managed in the licensed Program must be counted for the purposes of determining the number of licenses required.

For the purposes of the Oracle Banking Corporate Lending Syndicated Loans Program, \$M in Loan Book Size is defined as one million U.S. Dollars [\(or the equivalent amount in the applicable local currency\)](#) in syndicated loans that are managed in the licensed Program and the total value of all syndicated loans that are managed in the licensed Program must be counted for the purposes of determining the number of licenses required.

For the purposes of the Oracle Banking Enterprise Recovery Program, \$M in Loan Book Size is defined as one million U.S. Dollars (or equivalent amount in the applicable local currency) of debts that have been charged as full loss and are no longer receivable that are managed in the licensed Program.

\$M in Managed Assets: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the Program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the Program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the Program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the Program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the Program, then sold within the previous 12 months.

Managed Device: is defined as a Device managed via an Oracle Communications Configuration Management application Program.

1K in Managed Resources: is defined as one thousand entities (account, IP address, RADIUS user profile, ENUM E.164 phone numbers, subscriber endpoint, managed street address and individual telephone number) managed by the Program.

For the Oracle Communications Logical Device Account Management Program, a managed resource is an account which is a unique identifier such as telephone number, email address, etc.

For Oracle Communications Internet Name and Address Management, a managed resource is an IP address managed by the Oracle Communications Internet Name and Address Management Program.

For the Oracle Communications Telephone Number Management Program, a managed resource is a single managed telephone number.

Managed Resource:

For the purposes of the Oracle Communications IP Management Program, a Managed Resource is defined as an entity (Account, IP Address, ENUM E.164 Phone Numbers, Subscriber Endpoint, Managed Street Address, Individual Telephone Number and Media Stream) managed by the Program.

For the purposes of the Oracle Communications Media Stream Management Program, a Managed Resource is defined as a video, audio or other media content (a) that is delivered over a cable, mobile, satellite, or Internet infrastructure and (b) that is managed by the Program.

For the purposes of the Oracle Fusion Project Resource Management Program and the Oracle Fusion Territory Management Program, a Managed Resource is defined as an individual authorized by You to use the Programs which are installed on a single server or on multiple servers, regardless of whether the individual is actively using the Programs at any given time. In addition, Your employees, contractors, partners and any other individual or entity managed by the Programs shall be counted for the purposes of determining the number of Managed Resource licenses required.

Market: is defined as one instance of a state, province or portion thereof that constitutes a discrete region separately from other such regions for purposes of deregulated electricity, gas or water sales.

Megabits per Second: is defined as the average number of bits, characters, or blocks per second passing between equipment in a data transmission system during peak usage.

1K Messages per Second: is defined as up to one thousand messages that are each composed of an envelope that contains information required to accomplish transmission, delivery, and contents to the recipient. The total number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

10K Messages: is defined as ten thousand messages exchanged over a 12 month period.

Member Record: is defined as each unique customer loyalty Program Member Record managed by the Program. 100K Member Records shall mean one hundred thousand Member Records.

Merchandise: is defined as a unique item or SKU of a consumer good.

Merchant: is defined as a financial institution's partner company providing online payment services to its customers via a web based portal.

Message per Second (MPS): is defined as the maximum rate of messages that are each composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. You must count all messages whether received or transmitted, averaged over a 30-second interval during the highest period of peak usage.

Module: is defined as each production database running the Programs.

Molecular Report: is defined as an analysis report created using partial or full workflow in the Oracle Program. If the total number of Molecular Reports created in the Oracle Program in a 12-month period exceeds the number purchased, then additional Molecular Reports must be purchased.

Monitored User: is defined as an individual who is monitored by an Analytics Program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics Program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics Program, every user of Your licensed CRM Sales application Program must be licensed. For the purposes of the Human Resources Compensation Analytics Program, all of Your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the Program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / Programs) users (individuals) that the Program monitors.

MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription and MySQL Standard Edition Annual Subscription: are defined as the right to use the specified Program(s) in accordance with the applicable license metric and to receive Oracle Software Update License & Support for the specified Program(s) and for MySQL Community Edition for the term specified on the order. MySQL Community Edition refers to MySQL that is licensed under the GPL license. Software Update License & Support for MySQL Community Edition does not include updates of any kind. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. You must obtain a subscription license for all servers where MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition are deployed. If You obtain Oracle Software Update License & Support services for any servers where MySQL Community Edition is deployed, then You must also purchase a subscription license for all of such servers for which You have obtained Oracle Software Update License & Support services. You may obtain Oracle Software Update License & Support services for the MySQL Community Edition subscription licenses at any level (e.g., at the MySQL Cluster Carrier Grade Edition level, at the MySQL Enterprise Edition level and/or at the MySQL Standard Edition level). At the end of the specified term, You may renew Your subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program(s) will terminate and

You must de-install all applications, tools, and binaries provided to You under the applicable non-Community Edition license (e.g., the license for MySQL Cluster Carrier Grade Edition, MySQL Enterprise Edition and/or MySQL Standard Edition). If You do not renew a subscription, You will not receive any updates (including patches or subsequent versions) and You may also be subject to reinstatement fees if You later choose to reactivate Your subscription.

Named Developer: is defined as an individual who is authorized by you to use the programs which are installed on a multiple servers, regardless of whether the individual is actively using the programs at any time. A Named developer may create, modify, view and interact with the programs and documentation.

Named User Plus: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a named user plus in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the Programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the users of the Program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following Programs: Load Testing, Load Testing Developer Edition, Load Testing Accelerator for Web Services, Load Testing Accelerator for Oracle Database, Load Testing Suite for Oracle Applications and Oracle Test Starter Kit for Utilities (Load Testing), each emulated human user and non human operated device shall be considered as a virtual user and shall be counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, all database servers where masked data or data subsets originates must be counted for the purpose of determining the number of licenses required. Database servers to which masked data or data subsets are copied do not need to be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Real User Experience Insight and Application Replay Pack, all users of the respective managed application Program must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the users of the Oracle database from which You capture data and (b) the users of the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Big Data, only the users of the source Oracle or non Oracle database(s) or NoSQL repositories from which You capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every queue/topic is counted as a user. For multiple source databases, NoSQL repositories, or messaging systems, all users for all sources must be counted.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the users of the database from which You capture data and (b) the users of the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database only (a) the users of the Non Oracle database from which You capture data and (b) the users of the Non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition and Data Integrator Enterprise Edition for Oracle Applications, only the users that are running or accessing the data transformation processes must be counted for determining the number of licenses required.

For the purposes of the following Programs: Oracle Mobile Suite Client Runtime and Mobile Application Framework, only the end users of each Application Developed must be counted for the purposes of determining the number of licenses required, regardless of the choice of the mobile application development tool or the framework used to build the Application Developed.

For the purposes of the following Program: Audit Vault and Database Firewall, only users of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Java SE Desktop Subscription, the term “server” refers to a desktop computer.

Named Workstation User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time.

For the purposes of the Oracle VM VirtualBox Enterprise Program, Named Workstation User licensing may only be applied to single-socket devices where only one named user is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise. A non human operated device will be counted as a named workstation user in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

1K Network Access Sessions: is defined as one thousand concurrent associations between (1) a user endpoint or device and (2) an IP network identified by one IPv4 and/or one IPv6 address managed by a single configuration management platform (CMP) node; the associations must be measured based upon the average of peak simultaneous associations over a 5 minute interval during the busiest hour of a day.

Network: is defined as the logical set of signaling nodes grouped by an operator to process a specific type of signaling messages.

For the purposes of the Oracle Communications Policy Management Program, a Network is defined as all components that are managed by a single set of element management instances, known as the Configuration Management Platform (CMP) or the Configuration Management service in the case of Policy Control Function (PCF).

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Network-Wide 20K Endpoints: is defined as up to twenty thousand individual user devices, with each user device being identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of 20K endpoints measured at least every 15 minutes during peak usage registered with any licensed Programs within a single network administrative domain.

Network-Wide 20K Concurrent Endpoints: is defined as up to twenty thousand individual user devices, with each user device being identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of 20K concurrent endpoints measured at least every 15 minutes during peak usage registered with any licensed Program within a single network administrative domain.

Network-Wide Concurrent Endpoint: is defined as an individual user device identified by a unique internet protocol (IP) and port combination. If subscribers have multiple user devices, each unique user device must be counted as an endpoint. You must count the maximum number of concurrent endpoints measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

5K Network-Wide Concurrent Sessions: is defined as a maximum of five thousand concurrent stateful diameter message exchanges (sessions) between two or more end points. You must count the maximum number of concurrent sessions across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage.

Network-Wide Concurrent Session: is defined as an established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing any licensed Programs within the network at any one time. For example, if a single virtual connection traverses more than one SBC, then each virtual connection must be counted as a Network-Wide Concurrent Session for each SBC that it traverses. You must count the maximum number of concurrent sessions measured at least every 15 minutes during peak usage across any licensed Program within a single network administrative domain.

For the purposes of the Oracle Communications Session Border Controller – SRTP Program, each call leg utilizing media anchoring and negotiating Secure Real-Time Transport Protocol must be counted as a Network-Wide Concurrent Session.

For the purposes of the Oracle Communications Session Border Controller - MSRP B2BUA Program, each concurrent session with media anchoring and negotiating Message Session Relay Protocol must be counted as a Network-Wide Concurrent Session.

Network-Wide Concurrent Tunnel: is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). You must count the maximum number of concurrent tunnels measured at least every 15 minutes during peak usage terminated by any licensed Programs within a single network administrative domain.

100 Network-Wide Messages per Second: is defined as one hundred messages that are each composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. The total number of received messages (i) forwarded or discarded and/or (ii) copied and/or (iii) re-routed across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage divided by 300 seconds must be counted.

Network-Wide Message per Second: is defined as one message that is composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient.

For the purposes of the Oracle Communications Diameter Signaling Router Program, the total number of sent or received messages (i) forwarded or discarded and/or, (ii) copied and/or (iii) re-routed across all signaling nodes that are managed by a single network Operations, Alarms and Measurements (OAM) node over a 5-minute interval during peak usage divided by 300 seconds must be counted.

For the purposes of the Oracle Communications Session Router Program, the total number of sent or received messages over a 15 minute interval during peak usage divided by 900 seconds must be counted.

Network-Wide 1K Tunnels: is defined as up to one thousand connections (tunnels) where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). You must count the maximum number of 1K tunnels measured at least every 15 minutes during peak usage registered by any licensed Programs within a single network administrative domain.

1K in Nodes: is defined as a one thousand records within an Oracle Unified Inventory Management application Program network. A record may represent a location, customer, device, network or termination.

Node: is defined as a set of servers managed by one Operations, Alarms and Measurements (OAM) function.

Non Employee User - External: is defined as an individual, who is not Your employee, contractor or outsourcer, authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the Programs at any given time.

1000 Number Range Entries: is defined as one thousand Local Number Portability number ranges.

330K Number Planning Area Entries: is defined as three hundred and thirty thousand combinations of the area code and first three digits (office code) of a North American telephone number.

Oracle Financing Contract: is a contract between You and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under Your order.

Order Line: is defined as the total number of order entry line items processed by the Program during a 12 month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12 month period unless You acquire additional Order Line licenses from Oracle.

1,000 Page Views: is defined as 1,000 Page Views per Month, where one Page View means one visit by a unique internet user to a particular page on a website.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling Your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Party: is defined as each unique party, designated by a unique party identification number, that is maintained and/or stored in the Program. A Party includes, but it is not limited to, a prospect, an individual, a trust, an organization, an agent, a broker, a solicitor, a guarantor, a co-signer, a natural person and/or legal entity whose demographic and other relevant details need to be recorded.

Person: is defined as Your employee or contractor who is actively working on behalf of Your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the Programs are installed.

PIN Entry Device (PED): is defined as an electronic hardware device that is used in a debit, credit or smart card-based transaction to accept and encrypt the cardholder's personal identification number (PIN).

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

POS Client: is defined as a device that is used to record any part of a sales transaction or related end-user functionality such as workstation reporting, cash management, engagement, table management, or manager operations. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Guest Access POS and Device Client Program, a POS Client is a guest access control method that includes, but is not limited to, turnstiles, gates and swing doors that are managed by the Program. For each guest access control method, both entrance and exit points must be counted for the purposes of determining the number of licenses required. For example, each turnstile must be counted as two POS Clients (one for entrance and one for exit).

Product Offering: is defined as a product offer that a financial institution sets up, maintains and stores in the Program. Closed product offerings are not counted for licensing purposes.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Deposits Program, Product Offerings include but are not limited to account product offerings, savings account product offerings and term deposit product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Loans Program, Product Offerings are defined as loan product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Credit Cards Program, Product Offerings include but are not limited to credit card product offerings or credit card-like product offerings.

For the purposes of the Oracle Banking Enterprise Product Manufacturing for Insurance Program, Product Offerings include but are not limited to insurance product offerings for consumer credit, insurance product offerings for lender mortgages and other product offerings for covering financial risk.

Processor: shall be defined as all processors where the Oracle Programs are installed and/or running. Programs licensed on a processor basis may be accessed by Your internal users (including agents and contractors) and by Your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed Program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle Programs with Standard Edition 2, Standard Edition One or Standard Edition in the product name (with the exception of WebCenter Enterprise Capture Standard Edition, Java SE Subscription, Java SE Support, Java SE Advanced, and Java SE Suite), a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the Program (other than Standard Edition One Programs or Standard Edition Programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the Program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following Program: Oracle Healthcare Data Repository, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base Programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed Program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed Program; under these licenses You may also install and/or run the licensed Program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following Programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Management Pack for Non-Oracle Middleware and Management Pack for WebCenter Suite, only the processors on which the Program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Masking and Subsetting Pack, all database servers where masked data or data subsets originate must be counted for the purpose of determining the number of licenses required. Database servers to which masked data or data subsets are copied do not need to be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Management Suite for Oracle E-Business Suite, Application Management Suite for PeopleSoft, Application Management Suite for Siebel, Application Management Suite for JD Edwards EnterpriseOne, Application Management Pack for Utilities and Application Management Pack for Taxation and Policy Management, all processors on which the middleware and/or database software that support the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Application Replay Pack and Real User Experience Insight, all processors on which the middleware software that supports the respective managed application Program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Informatica PowerCenter and PowerConnect Adapters, and Application Adapter for Warehouse Builder for PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Data Integrator Enterprise Edition, Data Integrator Enterprise Edition for Oracle Applications, Data Integrator and Application Adapter for Data Integration and Application Adapters for Data Integration, only the processor(s) where the data transformation processes are executed must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache Program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate and Oracle GoldenGate for Oracle Applications, only (a) the processors running the Oracle database from which You capture data and (b) the processors running the Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate for Mainframe and Oracle GoldenGate for Teradata Replication Services, only (a) the processors running the database from which You capture data and (b) the processors running the database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle GoldenGate for Non Oracle Database, only (a) the processors running the non Oracle database from which You capture data and (b) the processors running the non Oracle database where You will apply the data must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Programs: Oracle GoldenGate Application Adapters, only the processors running the source Oracle or non Oracle database(s) from which You capture data must be counted for the purpose of determining the number of licenses required. For multiple source databases, all processors for all sources must be counted.

For the purpose of the following programs: Oracle GoldenGate for Big Data, only the processors running the source Oracle or non Oracle database(s) or NoSQL repositories from which you capture data must be counted for the purpose of determining the number of licenses required. For any messaging systems from which you capture data, every 25 queues/topics are counted as a Processor. In the instance of multiple source databases, NoSQL repositories, or messaging systems, all processors for all sources must be counted.

For the purposes of the following Program: Audit Vault and Database Firewall, only the processors of the sources which are protected, monitored or audited must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Oracle ATG Web Commerce Search, only the processors on which queries are processed must be counted. You do not need to count processors on which the Program is running for indexing content in configured content sources as long as the foregoing is the only use of the Program on all the processors installed in a given server.

For the purposes of the following Program: Verrazzano Enterprise Container Platform, all processors in the nodes in the Kubernetes clusters where Verrazzano images are pulled must be counted when determining the number of subscriptions required. If any Kubernetes node is a virtual machine, then the number of processors on that Kubernetes node is subject to the guidelines documented in the Oracle Partitioning Policy (<https://www.oracle.com/assets/partitioning-070609.pdf>). In the case where a Kubernetes cluster is used as a

dedicated Verrazzano Admin cluster and no managed workloads are run in that cluster, nodes in that cluster can be excluded from the count of processors that require a subscription.

Project: is defined as a scheduled stage gate process plan in operation.

Property: is defined as a location with a single physical address.

128 Provision Database Interface Connections: is defined as one hundred twenty-eight simultaneous connections to the International Number Portability Provisioning System to the provisioning interface for the Home Location Register Router application from EAGLE signaling nodes.

500,000 Queries Per Day: is defined as five hundred thousand queries from midnight to the next midnight (e.g., a day) to the production MDEX engine, including but not limited to: text searches; changes to facet (refinement); and page up/down through results (any text box query, change in facet selection, change in results viewed). Queries that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed queries. You may also use the programs for non-production uses, including but not limited to development, quality assurance, and performance testing.

\$M in Revenue: is defined as one million U.S. Dollars ([or the equivalent amount in the applicable local currency](#)) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. Dollars ([or the equivalent amount in the applicable local currency](#)) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a fiscal year for the product lines for which the Programs are used.

For the purposes of the Oracle Communications Policy Management Sponsored Data Access Cartridge Program, \$M Revenue Under Management is defined as one million U.S. dollars ([or the equivalent amount in the applicable local currency](#)) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by You during a calendar year processed through the licensed Program.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub Program a record is defined as the total number of unique case database records stored in the Case Hub Program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub Program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub Program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub Program.

For the Programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the purposes of the Oracle Data Relationship Management Program, a record is defined as the unique occurrence of any business object or master data construct that You choose to manage within the Program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

For the purposes of the Supplier Lifecycle Management and Supplier Hub Programs, a record is defined as a unique business entity or company record stored as Supplier in the AP_SUPPLIERS table of the Supplier Lifecycle Management and Supplier Hub Programs.

For the purposes of the Life Sciences Customer Hub Program, a record is defined as the number of unique customer database records stored in such Program. A customer database record is a unique physician (i.e., physical person) record which is stored as a contact for the Oracle Life Sciences Customer Hub Program.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator Program.

Registered User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. Registered Users shall be business partners and/or customers and shall not be Your employees.

250,000 Requests Per Day: is defined as two hundred fifty thousand requests from midnight to the next midnight (e.g., a day) in the production systems. Requests that can be reasonably shown to be generated via malicious intent, such as Denial of Service attacks, are not counted against the number of licensed requests. You may also use the Program for non-production uses, including but not limited to development, quality assurance, and performance testing.

For the purposes of the following Program: ATG Web Commerce, requests for the full ATG pipeline at the ATG DynamoHandler in the Servlet Pipeline made by web browsers or via web service calls in the production systems, including, but not limited to: JSP page requests; Ajax requests; REST service requests; SOAP service requests; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: WebCenter Sites for Oracle ATG Web Commerce, requests to the production WebCenter Sites or production WebCenter Sites Satellite Server Programs for page or page fragments, JSP page requests, REST service requests, SOAP service requests or web service calls by browsers or external application must be counted for the purpose of determining the number of licenses required.

For the purposes of the following Program: Endeca Experience Manager, requests at the production Assembler and Presentation API, including but not limited to: any page request for Experience Manager; any single submitted query for the Search Engine (text box queries, selection or changes in facet selection); page requests by an application (e.g. ATG Web Commerce); direct requests from web browsers; web service calls by native mobile applications, rich front end applications or other integrated external systems must be counted for the purpose of determining the number of licenses required.

Retail Register: is defined as any device designed to record any part of a sales transaction.

Retail Store: is defined as any location where two or more people are employed to generate revenue by selling goods and services to customers.

Retail Wireless Device: is defined as a detached device that accesses the Program. Examples of wireless devices include but are not limited to, scanners, RF devices, PDAs.

Revenue Center: is defined as a logical reporting as configured within a Location. For example, a restaurant that keeps its reports and configuration separate from its bar and its room service would require 3 Revenue Center licenses (one for the restaurant, one for the bar and one for room service).

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Rule Set: is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.

Scenario: is defined as a discreet behavior of interest uniquely pertaining to a customer, Account, address, correspondent bank, household, external entity, employee, trader, organization, investment advisor, registered rep, portfolio manager, execution, order or security that is tracked and detected by the Program. Examples of scenarios are: rapid movement of funds - all activity, large depreciation of Account value, wash trades and possible employee front running.

Security Gateway Tunnel: is defined as one Internet Protocol Security (IPsec) tunnel termination that is represented on the licensed software, using either manual keys or Internet Key Exchange version 1 (IKEv1) exchange protocol. The maximum number of IPsec tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

Server: is defined as the computer on which the Programs are installed. A Server license allows You to use the licensed Program on a single specified computer.

For the purposes of Acme Packet and Talari Programs, a Server in a virtual environment is defined as a virtual machine image.

For the purposes (a) of the portion of the license fee that is based upon capacity for the Oracle Communications SD-WAN Edge Program and (b) of the license fee for the Oracle Communication SD-WAN Edge WAN Optimization Program, the license fee is based on the maximum megabits per second (Mbps) bandwidth permitted on the Server.

Service Access Point: is defined as an interface or sub-interface that is configured as part of a service deployment such as L3 VPN, L2 VPN, dedicated internet access (DIA), VLAN access (port), VRF Lite WAN access and quality of service.

Service Order Line: is defined as the total number of service order entry line items processed by the Program during a 12 month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12 month period unless You acquire additional Service Order Line licenses from Oracle.

Session: is defined as one established virtual connection (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions that are simultaneously traversing the licensed software at any one time must be licensed.

Session of SRTP: is defined one established virtual connection (with media anchoring and negotiating Secure Real-Time Transport Protocol) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software. The maximum number of sessions of SRTP that are simultaneously traversing the licensed software at any one time must be licensed.

SS7 Signaling Route: is defined as a signaling path from a local signaling point to a remote signaling point using a specified link set.

Signaling Unit:

For the purposes of the Oracle Communication EAGLE Program, a Signaling Unit is defined as four transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. You must count the total of (a) the number of new transactions for the set of servers

managed by one single Operations, Alarms and Measurements (OAM) function over a 5 second interval during peak usage divided by 5 and (b) transactions for failover and overhead capacity.

For the purposes of the Oracle Communication Diameter Signaling Router Program, a Signaling Unit is defined as one message that is composed of an envelope which contains information required to accomplish transmission and delivery of message contents to the recipient. You must count the total number of received messages across all signaling nodes that are managed by one single network Operations, Alarms and Measurements (OAM) node over a 5 minute interval during peak usage divided by 300 seconds (the foregoing includes messages that are (i) forwarded or discarded and/or (ii) copied and/or (iii) re-routed).

Simultaneous Users: is defined as the maximum number of users entitled concurrently to connect to the Oracle Communications Performance Intelligence Center (PIC) Program and to the PIC optional set of Programs.

Single Server Concurrent Endpoint: is defined as an individual user device identified by a unique internet protocol (IP) and port combination. Single server concurrent endpoints are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Endpoint Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Endpoint Program licenses have previously been allocated) has been permanently decommissioned.

Single Server Concurrent Session: is defined as the aggregate number of established virtual connections (with or without media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment, and (b) which are traversing the licensed software at any one time. Single server concurrent sessions are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Session Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Session Program licenses have previously been allocated) has been permanently decommissioned.

For the purposes of the Oracle Communications Session Border Controller – SRTP Program, only sessions with media anchoring and negotiating Secure Real-Time Transport Protocol are counted.

For the purposes of the Oracle Communications Session Border Controller - MSRP B2BUA Program, only sessions with media anchoring and negotiating Message Session Relay Protocol are counted.

Single Server Concurrent Tunnel: is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol). Single server concurrent tunnels are counted separately on each server and must be counted during peak usage on each server. Each virtual machine is considered to be a server. You may allocate Your Single Server Concurrent Tunnel Program licenses to a different server (a) no more than once per 90 days or (b) if the prior server (on which Your Single Server Concurrent Tunnel Program licenses have previously been allocated) has been permanently decommissioned.

1,000 Sites: is defined as one thousand unique sites added to Multi-Site Quotes created during a 12 month period. Sites added to Multi-Site Quotes are listed as records in the Site Characteristics View and the Billing Group View of a Multi-Site Quote. A Site record is uniquely defined by its Service Account and Service Point fields. A single Site (as defined by its Service Account and Service Point fields Site) that is added to multiple Multi-Site Quotes created during a 12-month period shall be only counted once.

Socket: is defined as a slot that houses a chip (or a multi-chip module) which contains a collection of one or more cores. Regardless of the number of cores, each chip (or multi-chip module) shall count as a single socket. All occupied sockets on which the Oracle Program is installed and/or running must be licensed.

For the purposes of the Oracle VM VirtualBox Enterprise Program, Socket licensing must be applied to devices (a) with more than one sockets and/or (b) where more than one Named Workstation User is using Oracle VM VirtualBox Enterprise or is connecting to the virtual machines on Oracle VM VirtualBox Enterprise.

Oracle Solaris Premier Subscription for Non-Oracle Hardware Per socket: is defined as the right to use the Oracle Solaris Programs (as defined below) on hardware not manufactured by or for Sun/Oracle, and to receive Oracle Premier Support for Operating Systems services (limited to the Oracle Solaris Programs), for the term

specified in the ordering document. “Oracle Solaris Programs” refers to the Oracle Solaris operating system and the separately licensed third party technology (as defined below). The Oracle Solaris Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, “readme” files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, “readme” files, or the installation details, under separate license terms (“separate terms”) and not under the terms of the agreement (“separately licensed third party technology”). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement. The Oracle Solaris Programs may include or be distributed with certain separately licensed components that are part of Java SE (“Java SE”). Java SE and all components associated with it are licensed to You under the terms of the Oracle Binary Code License Agreement for the Java SE Platform Products, and not under the agreement. A copy of the Oracle Binary Code License Agreement for the Java SE Platform Products can be found at www.oracle.com/contracts.

This subscription is available only for a server that is certified by Oracle and listed on the Hardware Compatibility List (HCL) at <http://www.oracle.com/webfolder/technetwork/hcl/index.html>. You must obtain a subscription license for each socket in the server. The subscription term is effective upon the effective date of the subscription ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Premier Support for Operating System services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of the specified term, You may renew Your subscription, if available, at the then current fees for this subscription.

If Your order specifies “1 – 4 socket server” then You may only use the subscription on a server with not more than 4 sockets. If Your order specifies “5+ socket server” then You may use the subscription for servers with any number of sockets.

Standard Binary: is defined as a single downloadable Oracle Java Standard Edition (SE) or Oracle Java Micro Edition (ME) or Oracle Java Embedded Suite for embedded software that is listed on the Oracle Technology Network (OTN) Java Embedded downloads at <http://www.oracle.com/technetwork/java/embedded>.

Store: is defined as a physical store location which sells goods or services that utilize one Point-of-Sale (POS) system. If a physical store location has multiple POS systems, then each POS system must be counted as a Store.

Stream: is defined as a concurrent backup or restore job to a tape, disk or cloud target. For tape targets (which would be a physical tape drive (e.g., T10000D or LTO6) or a virtual tape drive), each configured tape drive within the Oracle Secure Backup domain must be counted for determining the number of licenses required. For disk targets, each concurrent job defined per Oracle Secure Backup disk pool must be counted for determining the number of licenses required. For Cloud based targets utilizing the Oracle Secure Backup Cloud Module, each parallel Recovery Manager (RMAN) channel must be counted for determining the number of licenses required.

25K Inactive Subscribers: is defined as twenty-five thousand (a) records in the subscriber database that may contain phone or SIM card data (like IMSI), but that do not associate a subscriber to that phone or SIM card, (b) non-live telephone numbers for all wireline devices, (c) portable handsets or paging devices that have been provisioned but that have not been activated by You for wireless communications and paging, (d) internet connected landlines or nonresidential devices serviced by a cable provider or (e) working utility meters that are provisioned but that have not been activated in the database. The total number of inactive subscribers shall be equal to the aggregate of all types of inactive subscribers.

Inactive Subscribers: is defined as (a) a non-live telephone number for all wireline devices; (b) a portable handset or an application on handset or paging device that has been provisioned but not activated by You for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a working utility meter that is provisioned but that is not activated in the database. The total number of Inactive Subscribers is equal to the aggregate of all types of Inactive Subscribers.

1K Subscribers: is defined as one thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card; (b) working telephone numbers for all wireline devices; (c) portable handsets or paging devices that have been activated by You for wireless communications and paging; (d) internet connected landlines or nonresidential devices serviced by a cable

provider; (e) live connected utility meters; or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

25K Active Subscribers: is defined as twenty-five thousand unique active subscribers that have been activated or processed by a network function in a calendar month. An active subscriber is defined as (a) a unique device identifier processed by the network function in the Oracle Program, (b) a unique device identifier processed by a defined, external network function, or (c) an active entity in the subscriber database. The total number of active subscribers shall be equal to the aggregate of all unique active subscribers of all types.

25K Subscribers: is defined as twenty-five thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card, (b) working telephone numbers for all wireline devices, (c) portable handsets or paging devices that have been activated by You for wireless communications and paging, (d) internet connected landlines or nonresidential devices serviced by a cable provider, (e) live connected utility meters or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

For the purposes of the Oracle Communications Diameter Signaling Router and the Oracle Communications Diameter Signaling Router Network Function Edition Programs, 25K Subscribers is defined as twenty-five thousand subscriber identities (MSISDN, IMSI or NAI) that have been provisioned in the subscriber database.

100K Subscribers: is defined as one hundred thousand (a) active subscribers that have been provisioned in the subscriber database as a record associating the subscriber to an IMSI-based SIM card; (b) working telephone numbers for all wireline devices; (c) portable handsets or paging devices that have been activated by You for wireless communications and paging; (d) internet connected landlines or nonresidential devices serviced by a cable provider; (e) live connected utility meters; or (f) entities in the subscriber database. The total number of subscribers shall be equal to the aggregate of all types of subscribers.

Suite: is defined as all the functional software components described in the product documentation.

\$M of Supply Chain Finance Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of supply chain finance that is managed in the Program at any given time. Supply Chain Finance includes, but is not limited to, receivables finance, payable finances, channel and/or distributor finance, factoring and/or its variations, forfaiting, loans and/or advances against inventory, bank payment obligations, pre-shipment finances and/or any other supply chain financing schemes (such as invoice management, purchase order management, receivables reconciliation, debit and credit note management) that is managed in the Program.

Sun Ray Device: is defined as the Sun Ray computer on which the Program is running.

System: is defined as a single configuration environment. Test, production, and development configurations are considered three separate systems that must each be licensed.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Tape Library Slot: is defined as a physical slot location within a tape library where each slot accepts a single tape cartridge.

Technical Reference Manuals

Technical Reference Manuals ("TRMs") are Oracle's confidential information. You shall use the TRMs solely for Your internal data processing operations for purposes of: (a) implementing applications Programs, (b) interfacing other software and hardware systems to the applications Programs and (c) building extensions to applications Programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of

the TRMs as You exercise to safeguard the confidentiality of Your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with Your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct Your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of Your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on Your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to You "as-is" without any warranty of any kind. Upon termination, You shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the Program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

\$B in Total Assets: is defined as one billion U.S. Dollars (or the equivalent amount in the applicable local currency) of Your latest published or internally available "Total Asset Value" as disclosed in Your annual report and/or regulatory filings.

For the purposes of the Oracle Financial Services Trade-Based Anti Money Laundering Enterprise Edition Program, the "Total Asset Value" disclosed in Your annual reports and/or regulatory filings refers to Your lines of business that are involved with trade finance and includes but is not limited to, corporate banking, institutional banking, global banking, or other lines of business that You specified in Your annual reports and/or regulatory filings.

For the purposes of the Oracle Financial Services Regulatory Reporting Data Sets and Governance for Asia Pacific and Middle East Jurisdictions Program, the "Total Asset Value" as disclosed in Your annual report and/or regulatory filings must include the Total Asset Value for each of Your jurisdictions (as defined in the Program Documentation) that is managed by the Program.

\$M in Total Assets: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of assets that is managed by the Program.

For the purposes of the Oracle Banking Treasury Management Program, assets include, but are not limited to, foreign exchange assets, money market instruments, derivatives, securities, trading portfolio assets, financial assets, fixed income trading assets, treasury assets, and equity assets.

\$M in Trades: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in trades that are managed in the licensed Program during a 12 month period. The total value of all trades that are managed in the licensed Program during a 12 month period must be counted for the purposes of determining the number of licenses required.

\$M in Trade Under Management: is defined as one million U.S. Dollars (or the equivalent amount in the applicable local currency) in total value of trades that are managed in the Program at any given time. A trade includes, but is not limited to, letters of credit, bank guarantees, shipping guarantees, delivery order, standby letters of credit, bills discounted, bills under collection, reimbursement role exposures, trade finance loans, and bank payment obligation.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the Program.

25 Transactions per Second: is defined as twenty-five transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 1 second interval during peak usage must be counted.

100 Transactions per Second: is defined as one hundred transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 30 second interval divided by 30 must be counted.

For the purposes of the following Program: Oracle Control Plane Monitor, Transaction Per Second is the total number of messages (requests/responses) from the source to destination regardless of how many devices and/or segments the messages traverse.

250K Transactions per Second: is defined as two hundred and fifty thousand transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 5 second interval during peak usage divided by 5 must be counted.

500 Transactions per Second: is defined as five hundred transactions between client and server with explicit support of agents where each transaction contains a request message and a response message. The total number of new transactions for the entire system over a 5 second interval during peak usage divided by 5 must be counted.

1K Transactions: is defined as one thousand unique transactions processed through the Program during a 12 month period. You may not exceed the licensed number of transactions during a 12 month period unless You acquire additional transaction licenses from Oracle.

For the purposes of the Oracle FLEXCUBE Universal Banking Adapter for Blockchain Payments Program, 1K Transactions is defined as one thousand unique payment transactions that are processed through the Program.

For the purposes of the Oracle FLEXCUBE Universal Banking Adapter for Blockchain Trade Finance for Buyer's Credit Program, 1K Transactions is defined as one thousand unique trade finance transactions that are processed through the Program.

10K Transactions: is defined as ten thousand transactions processed through the Program during a 12 month period.

For the purposes of the Oracle Banking Payments Program, transactions include but are not limited to funds transfers, card payments, online payments, mobile payments, financial service kiosk originated payments, biometric payments, P2P payments, electronic direct debits, instruments collections, demand drafts and banker's cheques.

For the purposes of the Oracle Banking Cash Management Program, transactions include, but are not limited to, physical invoices, electronic invoices, bills collected, and any other modes of receivables and/or payables such as checks, cash, electronic clearing, book transfers, and direct debits. Each transaction processed by the Program and included in a bulk transaction must be counted.

1M Transactions: is defined as one million transactions processed through the Program during a 12 month period.

For the purposes of the Oracle Banking Payments for Enterprise Program, transactions include but are not limited to cross border payments, low value payments, high value payments, direct debits, faster payments, clearing and demand drafts.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

Transactions per Second (TPS): is defined as the maximum rate of transactions between any client and server represented by a request message and a response message, traversing the licensed software. You must count all transactions received and transmitted averaged over a 30-second interval during the highest period of peak usage.

Transaction per Second Per Card: is defined as a transaction per Eagle Application card between client-server protocol with explicit support of agents (intermediaries) where each transaction contains a request message and a response message. The total number of new transactions per Eagle Application card over a 30 second interval during peak usage divided by 30 must be counted.

Transaction Services Client: is defined as a device that is used to receive data from an external source to record a sales transaction (e.g., a device in a coffee shop that is used by customers to enter their sandwich orders). If

multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end.

For the purposes of the Oracle Hospitality Symphony Transaction Services Program, devices that are used to send property or revenue center configuration to an external source must be counted as Transaction Services Clients. For example, if a digital signage provider wants to display menu item information (e.g., price, name, etc.) on a menu board behind the counter and the menu board system requests that a device provides a list of the menu items and prices that are available for purchase, then that device must be licensed as Transaction Services Client.

500 Transaction Units per Second: is defined as five hundred SS7 over IP transactions per second that include M3UA or M2PA encoded messages.

Transcoding Session: is defined as one established virtual connection (with media anchoring) (a) between two endpoints that are represented by subscriber devices or network switching equipment being transcoded, and (b) which are traversing the licensed software. The maximum number of transcoding sessions that are simultaneously traversing the licensed software at any one time must be licensed.

Trial: is defined as each research project, study or procedure created, modified, tracked and/or conducted by a sponsor using the licensed Program(s) or service(s).

For the purposes of the Oracle Health Sciences Data Management Workbench Enterprise Program, a Trial is defined as a research project, study or procedure that starts on or after the effective date (the "Effective Date") of the applicable Oracle order under which You licensed the Oracle Health Sciences Data Management Workbench Enterprise Program and that uses the Oracle Health Sciences Data Management Workbench Enterprise Program. You must have licenses for the Program equal to the number of Trials that start in each consecutive 12 month period that follows the Effective Date. Trials completed by a third party and loaded into the Oracle Health Sciences Data Management Workbench Enterprise Program ("Third Party Trials") are not counted for licensing purposes provided that You complete and load these Third Party Trials into the Oracle Health Sciences Data Management Workbench Enterprise Program within 90 days of the creation date in the Oracle Health Sciences Data Management Workbench Enterprise Program of the applicable Third Party Trial. If You load any additional data or send any discrepancies to a third party for these Third Party Trials into the Oracle Health Sciences Data Management Workbench Enterprise Program after the applicable 90 day period, then You must purchase additional Trial licenses for these Third Party Trials.

TSM tunnel: is defined as one tunnel connecting a device running the TSM SDK with the Tunneled Services Control Function (TSCF) interface on the licensed software. The maximum number of TSM tunnels that are simultaneously terminated on the licensed software at any one time must be licensed.

100 Tunnels: is defined as one hundred connections where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

For the purposes of the Oracle Communications Session Border Controller – TSC Program, only Tunneled Services Control Function (TSCF) tunnels must be counted.

1K Tunnels: is defined as one thousand connections where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

Tunnel: is defined as one connection where one network protocol (the delivery protocol) encapsulates another network protocol (the payload protocol).

Tunnel of IPsec IMS AKA: is defined as one Internet Protocol Security (IPsec) tunnel termination where each tunnel secures SIP signaling with IMS endpoints using the IMS-AKA (IMS Authentication and Key Agreement) crypto key exchange mechanism. The maximum number of tunnels of IPsec IMS AKA that are simultaneously terminated on the licensed software at any one time must be licensed. It should be noted that each IMS endpoint utilizes two IMS-AKA tunnels simultaneously.

TUPS per Domain: is defined as transaction units per second per domain.

A transaction unit shall mean a unit of functionality executed by the licensed Program. For the purposes of the Oracle Communications Services Gatekeeper (OCSG) Program, an example of a transaction unit is a call setup or

the sending of a message. For the purposes of the Oracle Communications Converged Application Server–Service Controller (OCCAS-SC) Program, an example of a transaction unit is service brokering a call between an IN network and an IP network. A transaction unit consists of (a) for the OCSG Program, one request and one or more related responses as evidenced by the statistics generated by the licensed OCSG Program, or (b) for the OCCAS-SC Program, one request executed in an inter-working module as evidenced by the statistics generated by the licensed OCCAS-SC Program. The request may originate from the licensed Program and the corresponding response may originate from the network, or alternately, the request may originate from the network and the corresponding response may originate from the licensed Program. A domain is defined as one or more OCSG or OCCAS-SC instances (and their associated resources) that You manage with a single administration server and the instances may include multiple clustered instances as well as non-clustered instances. For the purposes of this definition, a cluster shall mean one or more physical hardware servers located at a single geographical site. For a given domain, the licensed Program monitors the number of transaction units per second executed over 5 minute intervals. For the purposes of calculating the number of Your TUPS per Domain, the total number of transaction units per second executed by the licensed Program in a given domain during the busiest 60 consecutive minute period in a given 24 hour period will be reported by the Program and shall be divided by 3600.

UPK Developer: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Module: is defined as the functional software component described in the product documentation.

User: is defined as an individual authorized by You to use the Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Programs at any given time. A non human operated device will be counted as a user in addition to all individuals authorized to use the Programs, if such devices can access the Programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted.

100 Utilities Assets: is defined as one hundred records of Utilities Assets that are stored in the Oracle Utilities Asset Management Base program. Utilities Assets are devices tracked using the program, including, but not limited to, meters, communication devices, components, motors, pumps, pipes and vehicles.

100 Utilities Devices: is defined as one hundred active hardware or firmware elements in the utility's network. Utilities devices include, but are not limited to, meters, grid devices, home area network devices, and demand response devices. A device's active status is defined by its status in the database of the applicable Oracle Program.

For the Oracle Utilities Market Settlement Management Program, all active devices (both in the database plus any other devices used in settlement calculations including performing settlement calculations on aggregated values of devices which are not stored directly within the application) are counted.

Utilities System: is defined as a single implementation of the licensed Program. A single implementation includes a single production environment, and any number of each of the following: test, development, and high-availability environments. Two different implementations of the licensed Program, even if the basic configuration is the same, are considered two separate Utilities Systems that must each be licensed. For example, if the Oracle Utilities Live Energy Connect Program is deployed in two separate utility sites (such as two pumping facilities or substations) then two Utilities System licenses are required.

Verrazzano Enterprise Container Platform Annual Subscription: is defined as the right to use the specified Program in accordance with the applicable license metric and to receive Oracle Software Update License & Support services for the subscription time period specified on the ordering document. The subscription is effective upon the effective date of the ordering document, unless otherwise stated in Your ordering document. If Your order was placed through the Oracle Store, then the effective date is the date Your order was accepted by Oracle. Oracle Software Update License & Support services are provided under the applicable technical support policies in effect at the time the services are provided. At the end of Your subscription, You may renew Your

subscription, if available, at the then current fees for the applicable subscription. If You choose not to renew Your subscription, Your right to use the Program will terminate and You must de-install all software (including any applications, tools, and binaries) provided to You and You may be subject to reinstatement fees if You later choose to reactivate Your subscription.

Video Wrapper: is defined as a standardized container that acts as a file system for video assets installed per site. Examples of video wrapper formats include GXF, MXF, OP1A, AVI, Quicktime and LXF.

Virtual Account: is defined as a customer account that is opened, maintained and stored in the Program. All dormant virtual accounts shall be considered to be virtual accounts, as long as they are in the production database of the applicable Program. Closed accounts shall not be considered to be virtual accounts for the purposes of licensing requirements.

Virtual Identifier: is defined as an identifier assigned to a customer by a Financial Institution for use within the licensed Program regardless of whether the identifier is actively being used by a Financial Institute at any given time.

Web Services API License Session: is defined as one session under the control of the Web Services API. The maximum number of Web Services API license sessions that are simultaneously under the control of the licensed product at any one time must be licensed.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

\$M in Written Premium: is defined as (a) for life and health insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium and Annuity Considerations for the specific lines of businesses for which the applicable Program is used and (b) for property and casualty insurance companies, one million U.S. Dollars (or the equivalent amount in the applicable local currency) of Net Written Premium for the specific lines of businesses for which the applicable Program is used. Net Written Premium shall include the premium income retained by You, directly or through reinsurance after payments made for reinsurance, and Annuity Considerations shall include money deposited in annuity contracts. In the United States, the definitive source for data on Net Written Premiums and Annuity Considerations shall be the annual statement that You file with the applicable state insurance commission. In other countries, the definitive source for data on Net Written Premiums and Annuity Considerations shall be the applicable local governing body for insurance which publishes the breakdowns by line of business.

Workstation: is defined as the client computer from which the Programs are being accessed, regardless of where the Program is installed.

Term Designation

1 Year Term: A Program license specifying a 1 Year Term shall commence on the Effective date of the order and shall continue for a period of 1 year. At the end of the 1 Year Term, the Program license shall terminate automatically.

CURRENCY MATRIX

For License Metrics that reference One Million U.S. Dollars, One Billion U.S. Dollars and One Thousand U.S. Dollars, please find the equivalent amount per the Applicable Currency below. “Applicable Currency” is defined as the currency specified in the Summary of Fees section on your order.

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Albania Lek	ALL 106,602,200	ALL 106,602,200,000	ALL 106,602.20
Argentina Peso	ARS 90,981,231	ARS 90,981,231,000	ARS 90,981.23
Australian Dollar	AUD 1,302,030	AUD 1,302,030,000	AUD 1,302.03
Bangladesh Taka	BDT 84,487,700	BDT 84,487,700,000	BDT 84,487.70
Bosnian Mark	BAM 1,627,000	BAM 1,627,000,000	BAM 1,627
Brazilian Real	BRL 5,273,900	BRL 5,273,900,000	BRL 5,273.90
Bulgaria Lev	BGN 1,756,600	BGN 1,756,600,000	BGN 1,756.60
Canadian Dollar	CAD 1,213,500	CAD 1,213,500,000	CAD 1,213.50
Chilean Peso	CLP 776,468,000	CLP 776,468,000,000	CLP 776,468
Chinese Yuan	CNY 6,822,000	CNY 6,822,000,000	CNY 6,822
Colombian Peso	COP 3,733,000,000	COP 3,733,000,000,000	COP 3,733,000
Costa Rican Colón	CRC 593,692,000	CRC 593,692,000,000	CRC 593,692
Croatian Kuna	HRK 6,668,500	HRK 6,668,500,000	HRK 6,668.50
Czech Koruna	CZK 20,918,300	CZK 20,918,300,000	CZK 20,918.30
Danish Kroner	DKK 6,616,100	DKK 6,616,100,000	DKK 6,616.10
Egyptian Pound	EGP 16,808,700	EGP 16,808,700,000	EGP 16,808.70
Euro	EUR 853,200	EUR 853,200,000	EUR 853.20
Hong Kong Dollars	HKD 7,749,900	HKD 7,749,900,000	HKD 7,749.90
Hungarian Forint	HUF 284,832,000	HUF 284,832,000,000	HUF 284,832
Iceland Krone	ISK 123,372,000	ISK 123,372,000,000	ISK 123,372

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Indian Rupee	INR 72,587,500	INR 72,587,500,000	INR 72,587.50
Indonesian Rupiah	IDR 14,410,000,000	IDR 14,410,000,000,000	IDR 14,410,000
Israel Shekel	ILS 3,253,100	ILS 3,253,100,000	ILS 3,253.10
Japanese Yen	JPY 120,000,000	JPY 120,000,000,000	JPY 120,000
Kazakhstan	KZT 360,360,000	KZT 360,360,000,000	KZT 360,360
Kenyan Shilling	KES 101,027,500	KES 101,027,500,000	KES 101,027.50
Korean Won	KRW 1,194,520,000	KRW 1,194,520,000,000	KRW 1,194,520
Kuwait Dinar	KWD 290,000	KWD 290,000,000	KWD 290
Macau	MOP 7,984,100	MOP 7,984,100,000	MOP 7,984.10
Malaysian Ringgit	MYR 4,054,300	MYR 4,054,300,000	MYR 4,054.30
Maldives Rufiyaa	MVR 15,380,000	MVR 15,380,000,000	MVR 15,380
Mexican Peso	MXN 20,051,600	MXN 20,051,600,000	MXN 20,051.60
New Zealand Dollar	NZD 1,382,490	NZD 1,382,490,000	NZD 1,382.49
Norwegian Krone	NOK 8,866,700	NOK 8,866,700,000	NOK 8,866.70
Pakistan Rupee	PKR 165,613,000	PKR 165,613,000,000	PKR 165,613
Peru Sol	PEN 3,706,835	PEN 3,706,835,000	PEN 3,706.84
Philippine Peso	PHP 51,788,000	PHP 51,788,000,000	PHP 51,788
Polish Zloty	PLN 3,856,300	PLN 3,856,300,000	PLN 3,856.30
Pounds Sterling	GBP 712,980	GBP 712,980,000	GBP 712.98
Qatari Riyal	QAR 3,640,800	QAR 3,640,800,000	QAR 3,640.80
Romanian New Leu	RON 4,092,200	RON 4,092,200,000	RON 4,092.20
Russian Rouble	RUB 70,698,500	RUB 70,698,500,000	RUB 70,698.50
Saudi Arabia Riyal	SAR 3,750,400	SAR 3,750,400,000	SAR 3,750.40

CURRENCY	EQUIVALENT AMOUNT TO ONE MILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE BILLION U.S. DOLLARS	EQUIVALENT AMOUNT TO ONE THOUSAND U.S. DOLLARS
Serbian Dinar	RSD 105,982,300	RSD 105,982,300,000	RSD 105,982.30
Singapore Dollar	SGD 1,381,900	SGD 1,381,900,000	SGD 1,381.90
South African Rand	ZAR 15,588,500	ZAR 15,588,500,000	ZAR 15,588.50
Swedish Krona	SEK 8,605,980	SEK 8,605,980,000	SEK 8,605.98
Swiss Franc	CHF 906,480	CHF 906,480,000	CHF 906.48
Taiwanese Dollar	TWD 28,449,900	TWD 28,449,900,000	TWD 28,449.90
Thai Baht	THB 31,827,000	THB 31,827,000,000	THB 31,827
Turkish Lira	TRL 7,691,400	TRL 7,691,400,000	TRL 7,691.40
United Arab Emirates Dirham	AED 3,673,000	AED 3,673,000,000	AED 3,673
Vietnamese Dong	VND 23,411,000,000	VND 23,411,000,000,000	VND 23,411,000

ORACLE LICENSING RULES

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, Your license for the Programs listed on the US Oracle Technology Price List, which may be accessed at <http://www.oracle.com/us/corporate/pricing/price-lists/index.html>, includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate 24-hour periods in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two 24-hour periods). The above right only applies when a number of machines are arranged in a cluster and share one logical disk array in a single data center. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must either switch back or designate that repair server as the failover node. Once the failover period has exceeded ten 24-hour periods, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate 24-hour periods even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate 24-hour periods limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, Your license for the Oracle Database includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year. The aforementioned right does not cover any other data recovery method - such as remote mirroring - where the Oracle Program binary files are copied or synchronized.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition 2 may only be licensed on servers that have a maximum capacity of 2 sockets. In addition, notwithstanding any provision in Your Oracle license agreement to the contrary, each Oracle Database Standard Edition 2 database may use a maximum of 16 CPU threads at any time. If You purchase Named User Plus (NUP) licenses, You must maintain a minimum of 10 NUP per server.
- If you are licensing the Oracle database Program, you may not cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of data formats included in or produced by that Program; the foregoing includes a prohibition on reverse engineering of code, data structures, file formats or memory formats included in or produced by that Program or use of any tools or products that have been derived from the reverse engineering of that Program or those data formats.
- Exadata Database In-Memory may only be used on Exadata Database Machines and Oracle Superclusters.
- Exadata Multitenant may only be used on Exadata Database Machines and Oracle Superclusters.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but You must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Extended Edition Program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications Programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the

Oracle Business Intelligence applications Programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application Programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.

- With respect to the Java SE Advanced and Java SE Suite Programs, You may not create, modify, or change the behavior of, or authorize Your users to create, modify, or change the behavior of, classes, interfaces, or subpackages that are in any way identified as "java", "javax" "sun" or "oracle" or any variation of the aforementioned naming conventions. The installation and auto-update processes for these Programs transmit a limited amount of data to Oracle (or its service provider) about those specific processes to help Oracle understand and optimize them. Oracle does not associate the data with personally identifiable information. You can find more information about the data Oracle collects at <http://oracle.com/contracts>. Additional copyright notices and license terms applicable to portions of the Programs are set forth at <http://oracle.com/contracts>.
- Programs that contain "for Oracle Applications" in the Program name are limited use Programs. These limited use Programs may only be used with "eligible" Oracle application Programs that contain the following prefixes in the Program name: Oracle Fusion, Oracle Communications*, Oracle Documaker, Oracle Endeca*, Oracle Knowledge, Oracle Media, Oracle Retail*, Oracle Enterprise Taxation*, Oracle Tax, Oracle Utilities*, Oracle Financial Services*, Oracle FLEXCUBE, Oracle Reveleus, Oracle Mantas, Oracle Healthcare*, Oracle Health Sciences, Oracle Argus, Oracle Legal, Oracle Insurance, Oracle Primavera, Oracle Hospitality, Oracle XBRI, and Oracle Relate. For those prefixes designated above with a "*" not all Programs with that prefix are eligible for use with the "for Oracle Applications" limited use Programs. For a list of excluded Programs please review the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>. Notwithstanding anything above, Oracle Business Intelligence Suite Extended Edition for Oracle Applications may only be used with "eligible" Oracle application Programs that contain "Oracle Fusion Human Capital Management" as a prefix in the Program name provided that the Oracle Fusion Human Capital Management Programs are the only Programs configured to run against the database instance Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the Oracle Product Information Management Analytics, Fusion Edition, Oracle Customer Data Management Analytics, Fusion Edition and Oracle Product Lifecycle Analytics Programs. Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may also be used with the following Programs provided that the Oracle Fusion Applications are the only data source: Oracle Sales Analytics, Fusion Edition; Oracle Partner Analytics, Fusion Edition; Oracle Supply Chain and Order Management Analytics; Oracle Financial Analytics, Fusion Edition; Oracle Procurement and Spend Analytics, Fusion Edition; Oracle Human Resources Analytics, Fusion Edition and Oracle Project Analytics. Any use of limited use Programs containing "for Oracle Applications" by other Oracle applications or third party applications is not permitted.
- Oracle BPEL Process Manager Option for Oracle Applications may be used only to enable business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and, other Oracle Applications or third party applications are allowed as long as they are enabled/initiated within the eligible Oracle Applications. Business Processes defined in BPEL are allowed as long as at least one of the services invoked from within the Business Process access an eligible Oracle Application either natively (via Web Services) or via an adapter.
- Oracle Business Intelligence Suite Foundation Edition for Oracle Applications may be used only to perform query, reporting and analysis against a transaction database, data warehouse or an Essbase OLAP cube if: (i) the transaction database is an eligible Oracle Applications transaction database itself or an extraction, in whole or in part, of an eligible Oracle Applications transaction database, without transformation (query, reporting and analysis against a transaction database that is not an eligible Oracle Applications transaction database requires a full use license of Oracle Business Intelligence Suite Foundation Edition); or (ii) the data warehouse is a pre-packaged eligible Oracle Applications data warehouse, with any customizations necessary to reflect customizations made in the eligible Oracle Applications, and restricted only to the eligible Oracle Applications sources (query, reporting and analysis against extensions to the data warehouse drawn from source systems not supported by the pre-packaged data warehouses require a full use license of Oracle Business Intelligence Suite Foundation Edition); or (iii) the dimensions of each Essbase OLAP Cube are sourced from eligible Oracle Applications.

- Oracle WebLogic Suite for Oracle Applications may be used only as an embedded runtime for eligible Oracle Applications or to deploy customizations to an eligible Oracle Application. The WebLogic global datasource or one of the WebLogic application datasources must be configured to access the schema of an eligible Oracle Application.
- Data Integrator Enterprise Edition for Oracle Applications may only be used with the Oracle supplied data integration jobs and customization of the supplied jobs is allowed. For the avoidance of doubt, examples of uses that are not permitted include, but are not limited to, the following: adding new jobs that support different applications, new schemas, or previously unsupported application modules.
- Oracle SOA Suite for Oracle Applications may be used only to enable integration, business processes, workflow interactions and approvals within eligible Oracle Applications. Workflow interactions between eligible Oracle Applications and other non-eligible Oracle Applications or third party applications are allowed as long as they are either initiated or terminated within eligible Oracle Applications. Usage of SOA composites (including but not limited to Rules, Mediator, XSLT transforms, BPEL processes, Spring components, Workflow services and OWSM security policies) is allowed as long as at least one of the services invoked from within each composite accesses an eligible Oracle Application either natively (via Web services) or via an adapter and the invocation is part of a flow that is either initiated or terminated within eligible Oracle Applications. Oracle Service Bus (OSB) usage is allowed as long as each service deployed accesses an eligible Oracle Application either natively (via Web services) or via an adapter.
- Oracle WebCenter Portal for Oracle Applications may be used only to surface eligible Oracle Application(s) and custom applications (collectively, “eligible applications”). Surfacing any third-party applications, including other applications from Oracle, requires a license for Oracle WebCenter Portal. Multiple eligible applications may be surfaced in a single portal instance provided that a WebCenter Portal for Oracle Applications license exists for each eligible application surfaced in the portal. WebCenter Portal for Oracle Applications may be used to integrate the various WebCenter services (e.g., wikis, blogs, and discussions) into an application context, as well as to build out custom workflows and notifications between the eligible application and WebCenter Portal components. The content management features of the Oracle WebCenter Portal for Oracle Applications Program may be used to store and manage documents created outside of the eligible application provided that such documents are related to the eligible application or to the application context.
- Oracle WebCenter Imaging for Oracle Applications may be used to create and modify imaging searches, to modify pre-packaged imaging application document types, and to create and modify input mappings to imaging applications. Oracle WebCenter Imaging for Oracle Applications may also be used to invoke web service application programming interfaces (API's) from Oracle Application workflows. A license for WebCenter Imaging for Oracle Applications is required to define new document types for the management of images unrelated to a pre-packaged Oracle Applications integration, to develop custom workflows, and to invoke APIs from custom workflows or custom application integrations.
- Oracle Identity and Access Management Suite Plus for Oracle Applications may be used only to perform associated actions for users of and within the eligible Oracle Applications. The Programs may be used to do the following: (1) add, delete, modify, and manage user identities and roles in the eligible Oracle Applications; (2) provide web access management and single sign-on into eligible Oracle Applications; (3) provide data storage or virtualization to data storage of user identities and user identity related information or authentication and authorization policies for eligible Oracle Applications; (4) provide federated single sign-on to eligible Oracle Applications.
- Oracle Coherence Enterprise Edition for Oracle Applications may only be used within the same Java Virtual Machine as the eligible Oracle Application components.
- Oracle GoldenGate for Oracle Applications may only be used with the Oracle supplied integration jobs. Customization of the Oracle supplied integration jobs is allowed if necessitated by (i) customizations of the source application or of the target application or (ii) for performance tuning of the GoldenGate configuration. Oracle GoldenGate for Oracle Applications may not be used (i) for data replication to non-Oracle databases or (ii) by other Oracle applications or (iii) by third party applications for any type of data integration or replication purposes. For the avoidance of doubt, examples of other uses that are not permitted include, but are not limited to, the following: replicating data to non-Oracle databases (including MySQL), adding new

source or target schemas, adding unsupported application modules to source or target schemas, supporting other replication topologies (e.g., active-active or multi-master) or adding anything not supplied by Oracle.

- The license for the Hyperion Planning Plus Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting and Hyperion Web Analysis Programs may only be used to access data from the Hyperion Planning Plus Program. The Oracle Data Integrator for Oracle Business Intelligence Program may be used to load data from any data source provided that the target database is the Hyperion Planning Plus Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.
- The license for the Hyperion Profitability and Cost Management Program includes a limited use license for the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs. Such limited use license means that the Oracle Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator for Business Intelligence Programs may only be used to access data from the Hyperion Profitability and Cost Management Program. Specifically, the Oracle Essbase Plus Program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management Program and the Aggregate Storage option component of the Oracle Essbase Plus Program may not be used.

If You purchase Named User Plus licenses for the Programs listed below, You must maintain 25 Named Users Plus per Processor:

PROGRAM	NAMED USER PLUS MINIMUM
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
NoSQL Database Enterprise Edition	25 Named Users Plus per Processor
Times Ten In-Memory Database	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
Data Integrator Enterprise Edition	25 Named Users Plus per Processor
GoldenGate	25 Named Users Plus per Processor
GoldenGate for Non Oracle Database	25 Named Users Plus per Processor
GoldenGate for Mainframe	25 Named Users Plus per Processor
GoldenGate Veridata	25 Named Users Plus per Processor
GoldenGate for Teradata Replication Services	25 Named Users Plus per Processor
Data Integrator Enterprise Edition for Oracle Applications	25 Named Users Plus per Processor
GoldenGate for Big Data	25 Named Users Plus per Processor

PROGRAM	NAMED USER PLUS MINIMUM
GoldenGate Foundation Suite	25 Named Users Plus per Processor
GoldenGate for Oracle Applications	25 Named Users Plus per Processor
Endeca Discovery Foundation for Oracle Applications	25 Named Users Plus per Processor
Java SE Advanced	10 Named Users Plus per Processor
Java SE Suite	10 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
Web Tier	10 Named Users Plus per Processor
Coherence Standard Edition One	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
GlassFish Server	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
API Gateway	10 Named Users Plus per Processor
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Managed File Transfer	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor

PROGRAM	NAMED USER PLUS MINIMUM
Event Processing	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Unified Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Standard Edition	10 Named Users Plus per Processor
Application Adapters	10 Named Users Plus per Processor
Oracle E-Business Suite Adapter	10 Named Users Plus per Processor
Integration Adapter for SAP R/3	10 Named Users Plus per Processor
Integration Adapter for JD Edwards World	10 Named Users Plus per Processor
Integration Adapter for Siebel	10 Named Users Plus per Processor
Cloud Adapters	10 Named Users Plus per Processor
B2B for RosettaNet	10 Named Users Plus per Processor
B2B for EDI	10 Named Users Plus per Processor
Healthcare Adapter	10 Named Users Plus per Processor
B2B for ebXML	10 Named Users Plus per Processor
WebCenter Suite Plus	10 Named Users Plus per Processor
WebCenter Portal	10 Named Users Plus per Processor
WebCenter Content	10 Named Users Plus per Processor
WebCenter Sites	10 Named Users Plus per Processor
WebCenter Sites Satellite Server	10 Named Users Plus per Processor
WebCenter Universal Content Management	10 Named Users Plus per Processor
WebCenter Imaging	10 Named Users Plus per Processor
WebCenter Forms Recognition	10 Named Users Plus per Processor
WebCenter Enterprise Capture	10 Named Users Plus per Processor
WebCenter Distributed Capture	10 Named Users Plus per Processor

PROGRAM	NAMED USER PLUS MINIMUM
WebCenter Real-Time Collaboration	10 Named Users Plus per Processor
WebCenter Sites Mobile Option	10 Named Users Plus per Processor
Enterprise Identity Services Suite	10 Named Users Plus per Processor
Identity Governance Suite	10 Named Users Plus per Processor
Access Management Suite Plus	10 Named Users Plus per Processor
Entitlements Server	10 Named Users Plus per Processor
Entitlements Server Security Module	10 Named Users Plus per Processor
Beehive Enterprise Collaboration Server	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the Program is installed on a one-processor machine that allows for a maximum of one user per Program.

PROGRAM	NAMED USER PLUS MAXIMUM
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed. If licensing by Processor, the number of licenses for the Programs listed below in column A must match the number of licenses of the associated Program listed in column B. In the case where the Programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective Programs were licensed; in that case the number of cores used to determine the number of licensed processors for the Programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated Program listed in Column B. Associated Programs are those Programs being used in conjunction with the Program in Column A.

COLUMN A	COLUMN B
Database Enterprise Edition Options* - Multitenant, Real Application Clusters, Real Application Clusters One Node, Partitioning, OLAP, Spatial and Graph, Advanced Security, Label Security, Database Vault, Active Data Guard, Real Application Testing, Advanced Compression, Advanced Analytics, Database In-Memory, Retail Data Model, Communications Data Model, Airlines Data Model, Utilities Data Model	Oracle Database Enterprise Edition

COLUMN A	COLUMN B
Database Enterprise Management* - Diagnostics Pack, Tuning Pack, Database Lifecycle Management Pack, Cloud Management Pack for Oracle Database	
RDB Server Options* - TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options** - BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Unified Business Process Management Suite, WebLogic Coherence Grid Edition Option	WebLogic Suite
WebLogic Server Enterprise Edition and WebLogic Suite Options** - WebLogic Server Multitenant, WebLogic Server Continuous Availability	Associated application server Program being managed by the Program in Column A.
SOA Suite for Oracle Middleware Options** - Integration Continuous Availability	SOA Suite for Oracle Middleware
Application Server Enterprise Management** - WebLogic Server Management Pack Enterprise Edition, SOA Management Pack Enterprise Edition, Cloud Management Pack for Oracle Fusion Middleware, Management Pack for Oracle Data Integrator	Associated application server Program being managed by the Program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Management Pack for Oracle GoldenGate*	GoldenGate, GoldenGate for Non Oracle Database, GoldenGate for Mainframe
GoldenGate Foundation Suite	Oracle GoldenGate, Oracle GoldenGate for Non Oracle Database, GoldenGate for Mainframe licenses
Tuxedo Advanced Performance Pack**	Tuxedo
Business Intelligence Server Enterprise Edition Options - Interactive Dashboard, Delivers, Answers	Business Intelligence Server Enterprise Edition
Business Intelligence Suite Extended Edition Option - Business Intelligence Management Pack	Business Intelligence Suite Extended Edition
Beehive Platform Options - Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Management Pack for Oracle Data Integrator	Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, or Oracle Data Integrator Enterprise Edition for Oracle Applications

COLUMN A	COLUMN B
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management - Enterprise Edition Adapter for Financial Management, Hyperion Financial Data Quality Management – Enterprise Edition Adapter Suite, Hyperion Financial Data Quality Management – Enterprise Edition ERP Source Adapter for SAP	Hyperion Financial Data Quality Management for Hyperion Enterprise

*If licensing by Named User Plus You must maintain, at a minimum, 25 Named Users Plus per Processor per associated Program.

** If licensing by Named User Plus You must maintain, at a minimum, 10 Named Users Plus per Processor per associated Program.

Licensing Rules for Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>

Licensing Rules for ATG Applications

- The Oracle ATG Web Commerce Business Intelligence Program and the Oracle ATG Web Commerce Business Intelligence Administrator Program may only be used in conjunction with either the Oracle ATG Web Commerce Program and/or the Oracle ATG Web Knowledge Manager Program. You may, however, expand Your data model to include other information provided the additional information supplements information is already included in the Oracle ATG Web Commerce Program or in the Oracle ATG Knowledge Manager Program.
- The Cognos BI Consumer Bundle is included in the Oracle ATG Web Commerce Business Intelligence Program and is comprised of (a) one (1) reporting engine for anonymous viewers consisting of no more than two (2) processors and four (4) total cores, (b) unlimited anonymous report viewer seat licenses, (c) one (1) Named BI Web Administrator seat license and one (1) Named BI Professional Report Author seat license. Any additional seat licenses must be licensed separately by purchase of Oracle ATG Web Commerce BI Administrator seat licenses at an additional cost and are not included in any enterprise-wide or similar license.

Licensing Rules for Oracle Communications Programs

- You have the right to use the Oracle Communications Advanced Billing and Revenue Management Server Program, the Oracle Communications Advanced Billing and Revenue Management Server Extensions and the Oracle Communications Advanced Billing and Revenue Management Market Extensions up the specified amount of application annual revenue defined in this order for the specified Application/Scope of Use.
- Your license for the Oracle Communications Billing and Revenue Management for Convergent Rating Program includes a right to use the Batch Rating Module at no additional charge consistent with the rights granted for the Oracle Communications Billing and Revenue Management for Convergent Rating Program.

- Your license for the Oracle Communications Billing and Revenue Management Server for Roaming Program includes a right to use the Batch Rating Module at no additional charge consistent with the rights granted for the Oracle Communications Billing and Revenue Management Server for Roaming Program.

Licensing Rules for Oracle Construction and Engineering Programs

- For the purposes of the following Primavera Programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, You acknowledge that You have both read and understand the limited Software Update License & Support services that are available for these Programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner Programs, You acknowledge that the agreement delivered to You with these Programs, and not the end user license agreement contained in the product installation, governs the end user's use of these Programs.
- For the purposes of the following Programs: Primavera P6 Enterprise Project Portfolio Management and Primavera P6 Enterprise Project Portfolio Management Web Services, developers and/or users (i) who are not already licensed for the Primavera P6 Enterprise Project Portfolio Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera P6 Enterprise Project Portfolio Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Programs: Primavera Contract Management Web Services and Primavera Contract Management, developers and/or users (i) who are not already licensed for the Primavera Contract Management Program and (ii) who access (including through Access Points) applications, must be licensed for the Primavera Contract Management Web Services Program. "Access Points" includes, but is not limited to, third party, Oracle or custom versions of the following: interfaces, API's, web services and database links.
- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement referenced on this ordering document (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs your use of these programs.

Licensing Rules for Oracle E-Business Suite Applications

- Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, My Oracle Support has information on which products have been translated for the supported languages (<https://support.oracle.com>). For new or unsupported customers, please contact Your Oracle Account Manager for this information.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B Program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C Program.

Licensing Rules for Oracle Financial Services Programs

- For the purposes of the following Programs: Oracle Banking Payments ACH Connectivity Pack 1, Oracle Banking Payments RTGS Connectivity Pack 1, Oracle Banking Payments RTP Connectivity Pack 1, Oracle Banking Payments RTP Connectivity Pack 2, and Oracle Banking Payments Cross Border Payments Connectivity Pack 1, the countries and the networks supported by these Programs are specified in the Program Documentation.
- For the purposes of the following Programs: Oracle Banking Payments ACH Messaging Pack 1, Banking Payments ACH Messaging Pack 2, Banking Payments RTP Messaging Pack 1, Banking Payments RTP Messaging Pack 2, Banking Payments RTGS Messaging Pack 1, Banking Payments RTGS Messaging Pack 2, and Oracle Banking Payments Cross Border Payments Messaging Pack 1, the countries and the networks supported by these Programs are specified in the Program Documentation.

Licensing Rules for Oracle Hospitality Cruise Applications

- The Oracle Hospitality Data Foundation for Cruise Program may only be used with Oracle Hospitality Cruise Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

Licensing Rules for Oracle Hospitality Food and Beverage Applications

- The Oracle MICROS Technology Foundation for Food and Beverage Program may only be used with Oracle MICROS Food and Beverage Programs and Oracle Hospitality Food and Beverage Programs. New reports or customizations of the included reports are allowed. Integration to third party systems is only allowed via the Oracle MICROS Interface Programs, data integration extracts and/or APIs, or Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle MICROS Programs or Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.
- The Oracle MICROS Symphony Base Software Programs or Oracle Hospitality Symphony Base Software Programs may be operating on Oracle MICROS hardware running the Oracle Linux for MICROS operating system. The Oracle Linux for MICROS operating system is licensed pursuant to the terms of the Oracle Linux license agreement delivered with the Oracle MICROS hardware. In the event that technical support for Oracle MICROS Symphony Base Software Programs or Oracle Hospitality Symphony Base Software Programs includes any updates, bug fixes, and security fixes for the Oracle Linux for MICROS operating system, then those updates, bug fixes, and security fixes are subject to the terms of the Oracle Linux license agreement delivered with the Oracle MICROS hardware.

Licensing Rules for Oracle Hospitality Hotels Applications

- The Oracle Hospitality Technology Foundation Programs may only be used with Oracle Hospitality Hotel Programs. New reports or customizations of the included reports are allowed. Integration to third party

systems is only allowed via the Oracle Hospitality Interface Programs, data integration extracts and/or APIs. You may not add unsupported applications to the environments created with this Program. You are allowed to host data elements originating only from the Oracle Hospitality Programs in the schemas created with the use of this Program. You may not host any third party data elements.

- The Oracle Hospitality OPERA 5 Property Standard Program is limited to 55 functions as defined in the Program Documentation.
- The Oracle Hospitality OPERA 5 Property Lite Program is limited to 30 functions as defined in the Program Documentation.
- The Oracle Hospitality Suite8 Property Resort Edition Program is limited to 30 functions as defined in the Program Documentation.

The number of licenses for the Oracle Hospitality Hotels Programs listed below in column A must match the number of licenses of the associated Oracle Hospitality Hotels Program listed in column B.

COLUMN	COLUMN B
Oracle Hospitality OPERA Property Add-on Modules - Oracle Hospitality OPERA Hotel Mobile, Oracle Hospitality OPERA Mobile, Oracle Hospitality OPERA Multiproperty Cross Profiles and Configurations, Oracle Hospitality OPERA Multiproperty Cross Reservation, Oracle Hospitality OPERA Multiproperty Cross Postings, Oracle Hospitality OPERA Advanced Reporting and Analytics, Oracle Hospitality OPERA Commission Handling, Oracle Hospitality OPERA Membership for Frequent Guest and Flyer, Oracle Hospitality OPERA Web Self Service	Oracle Hospitality OPERA 5 Property Premium OR Oracle Hospitality OPERA 5 Property Standard OR Oracle Hospitality OPERA 5 Property Lite
Oracle Hospitality OPERA Sales and Catering Add-Ons for Hotels – Oracle Hospitality OPERA 5 Sales and Catering Multi-Property Base, Oracle Hospitality OPERA 5 Sales and Catering Multiproperty Group Room Control and Function Diary, Oracle Hospitality OPERA 5 Sales and Catering Reporting and Analytics, Oracle Hospitality OPERA 5 Sales and Catering Web Self Service	Oracle Hospitality OPERA 5 Sales and Catering Premium OR Oracle Hospitality OPERA 5 Sales and Catering Standard OR Oracle Hospitality OPERA 5 Sales and Catering Lite
Oracle Hospitality Suite8 Property Add-On Modules* – Oracle Hospitality Suite8 Property Loyalty and Membership, Oracle Hospitality Suite8 Property Spa and Leisure, Oracle Hospitality Suite8 Central Shared Profiles and Reports, Oracle Hospitality Suite8 Central Cross Reservations, Oracle Hospitality Suite8 Property Travel Agent Commission, Oracle Hospitality Suite8 Property Conference and Catering, Oracle Hospitality Suite8 Property Conference and Catering Room Planner, Oracle Hospitality Suite8 Hotel Mobile, Oracle Hospitality Suite8 Property Bed Management	Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition
Oracle Hospitality Suite8 Property Interfaces*- Oracle Hospitality Suite8 Property One-Way Online Interface, Oracle Hospitality Suite8 Property Two-Way Online Interface, Oracle Hospitality Suite8 Property Telephony Management System Interface, Oracle Hospitality Suite8 Property Call Accounting System	Oracle Hospitality Suite8 Property Professional Edition OR Oracle Hospitality Suite8 Property Resort Edition, OR Oracle Hospitality Suite8 Property Small Business Edition

COLUMN	COLUMN B
<p>Interface (EMEA and APAC Regions), Oracle Hospitality Suite8 Property Voice Mail System Interface, Oracle Hospitality Suite8 Property Point-of-Sale Interface, Oracle Hospitality Suite8 Property Key Services System Interface</p> <p>Oracle Hospitality Suite8 Property Video Services Interface, Oracle Hospitality Suite8 Property Video Posting Only System Interface</p> <p>Oracle Hospitality Suite8 Property Minibar System, Oracle Hospitality Suite8 Property Electronic Funds Transfer Interface, Oracle Hospitality Suite8 Property Building Management System Interface, Oracle Hospitality Suite8 Property Vending System Interface, Oracle Hospitality Suite8 Property Miscellaneous System Interface, Oracle Hospitality Suite8 Property Internet Posting System Interface</p> <p>Oracle Hospitality Suite8 Property Back Office Interface, Oracle Hospitality Suite8 Property Voucher Redemption Interface, Oracle Hospitality Suite8 Property Conference and Catering Event Display Interface, Oracle Hospitality Suite8 Property Back Office Interface for baVel, Oracle Hospitality Suite8 Property Interface for HIS-Solution, Oracle Hospitality Suite8 Property Interface for TAC Voucher Redemption</p>	

*Note: The Oracle Hospitality Suite8 Programs are only applicable to the EMEA and APAC Regions.

Licensing Rules for JD Edwards Applications

- The Foundation Program contains the development foundation environment/toolkit. You understand and acknowledge that any software Program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer Programs generated by You utilizing the development tools included in the Programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for MySQL Programs

- The MySQL Programs may contain third party technology. Oracle may provide certain notices to You in Program Documentation, “readme” files or the installation details in connection with such third party technology. Third party technology will be licensed to You either under the terms of the agreement, or if specified in the Program Documentation, “readme” files, or the installation details, under separate license terms (“separate terms”) and not under the terms of the agreement (“separately licensed third party technology”). Your rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the agreement.

Licensing Rules for PeopleSoft Applications

- Your use of the Campus Self Service and Student Administration components within the Campus Solutions Program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Windows compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.
- Notwithstanding anything in the agreement to the contrary, (i) the license granted herein is limited for use by the licensed number of named users for the purpose of performing compilation tasks; and (ii) only 1 instance of the Micro Focus Visual OBOL for Linux and UNIX compiler may be installed per named user. The license granted herein is for use by an unlimited number of users for purposes other than performing compilation tasks, such as runtime use, and you may use any number of Application Servers in connection with PeopleSoft programs. You may only use this program with PeopleSoft programs that you have licensed. "Named user" shall mean only 1 uniquely identified person having access to the program. More than one individual may not share named user profiles. Notwithstanding anything herein to the contrary: (a) this third party program is a supportable program; and (b) technical support fees are the rates in effect at time of renewal, and are not dependent on number of employees or revenues.

Licensing Rules for Oracle Retail Programs

- The Oracle Retail Technology Foundation for Store Applications Program may only be used with the Oracle Retail Point of Service Program, the Oracle Retail Back Office Program, the Oracle Retail XStore Point of Service Program and the Oracle Retail XStore Office Program. Any use of the Oracle Retail Technology Foundation for Store Applications Program by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services Program, Siebel Internet Banking Services Program, Siebel Retail Finance Foundation Services Program and the Siebel Financial Transactions Workbench Program, You may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Program Documentation, all in accordance with the Program Documentation, and provided that such materials or modified materials shall be used solely with Your licensed use of such Programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely

exploit the Programs, ancillary Programs, Program Documentation, or any other materials provided by Oracle, or to permit third parties to do so.

- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes You to use the Program on only one Computer for a maximum of 20 Concurrent Users at any given time. A “Concurrent User” is defined as each individual that may concurrently use or access the Programs. Concurrent Users may only be Your existing customers or Your prospective customers, and may not be Your business partners or Your employees.
- The Siebel Marketing Server Program is licensed on a Computer basis together with the number of unique Customer Records that You may access using the Program. A “Customer Record” is defined as each unique Record (including contact records, prospect records and records in external data sources) that You may access using the Program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that You may access using the Program together with the number of Brands that You may manage using the Program. A “Brand” is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users. An “Application User” is defined as an individual authorized by You to use the applicable licensed application Programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the Programs at any given time.
- The users or processors of the Siebel Web Channel Program may access a maximum of 15 Objects. An “Object” is defined as each data entity within the Business Object Layer of the Programs that is defined in the Siebel Tools Program.
- The Siebel Data Quality License may only be used with Oracle Master Data Management or Oracle CRM deployments.

Licensing Rules for Systems Software Programs

Failover: Subject to the conditions that follow below, Your license for the following Programs: StorageTek QFS, StorageTek QFS Client, Oracle Hierarchical Storage Manager, StorageTek Automated Cartridge System Library Software (ACSL), includes the right to run the licensed Program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate 24-hour periods in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two 24-hour periods). The above right only applies when a number of machines are connected to the disk cache or tape library, i.e., the machines are not in a clustered environment and the machines share a disk array or tape library. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, You must either switch back or designate that repair server as the failover node. Once the failover period has exceeded ten 24-hour periods, the failover node must be licensed. Downtime for maintenance purposes counts towards the ten separate 24-hour periods limitation. Any use beyond the right granted in this section must be licensed separately.

Licensing Rules for Tekelec Programs

- The Oracle Communications Technology Foundation for Monitoring Applications may only be used with the Oracle Communications Integrated Diameter Intelligence Hub, Oracle Communications Diameter Intelligence Hub, Oracle Communications Performance Intelligence Center Data Record Storage and Oracle Communications Performance Intelligence Center Management Programs. Any use of the Oracle Communications Technology Foundation for Monitoring Applications by other Oracle Programs or third party programs is not permitted.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to You a non-exclusive, nontransferable license for Your UPK Developer(s) to: (i) use those User Productivity Kit (“UPK”) Programs licensed as UPK modules (collectively referred to as “UPK content”) only as necessary to create and provide training solely for Employee and/or Application Users to use the underlying Programs for Your benefit; (ii) make an unlimited number of copies of the UPK content only as

necessary to create and provide training solely to Employees and/or Application Users to use the underlying Programs for Your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that You have a valid license for the underlying Program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by You using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by You solely for Your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as Application Users and that: (a) provide services to You concerning Your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by You as those contained in this agreement. Application and Employee User(s) of UPK Programs may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Licensing Rules for Oracle Utilities Programs

- Notwithstanding anything herein to the contrary: (a) you shall use MicroFocus Third Party Programs exclusively in conjunction with the Oracle Utilities Customer Care and Billing program licensed by you; (b) source code is not included for this program; and (c) this third party program is a supportable program.

Representative Examples Subject to Change



Oracle Linux and Oracle VM Support Policies

Effective Date June 4, 2021

Last Update: June 4, 2021

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OVERVIEW

Unless otherwise stated, these Oracle Linux and Oracle VM Support Policies apply to support services for Oracle Linux and/or Oracle VM programs, as defined in your Oracle Linux and Oracle VM Services Agreement or Oracle Master Agreement. 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 Oracle Linux and/or Oracle VM program(s). 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, are referenced in the program documentation. 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.

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

To receive services as provided by Oracle Support Services (OSS) and described in the Oracle Linux and Oracle VM Support Levels section below, all Oracle Linux and Oracle VM programs must be properly licensed.

Technical support is provided for issues (including issues that you create) that are demonstrable in the currently supported release(s) of the Oracle Linux or Oracle VM program, running unaltered, and on an appropriate architecture and hardware configurations, as specified on <https://linux.oracle.com/hardware-certifications>.

Oracle will provide support services in accordance with Oracle's privacy policy available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html> and Oracle's Global Customer Support Security Practices, as referenced below.

These Oracle Linux and Oracle VM 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 during the support period (defined below) for which fees for the services have been paid.

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

SUPPORT TERMS

Oracle Linux and Oracle VM Support Fees

Fees for support services are due and payable 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 support services order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support. Support will be provided pursuant to the terms of the order under which it is acquired; however, support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Support services are effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the order, support terms, including pricing, will reflect either a 12-month or 36-month support period (the "support period"). Once placed, your order for support services is non-cancelable and the sums paid non-refundable, except as provided in the relevant order. Oracle is not obligated to provide support services beyond the end of the support period.

Service Levels

If acquiring Oracle Linux support services, all of your Oracle supported systems must be supported with any combination of Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support. If acquiring Oracle VM support services, all of your Oracle supported systems must be supported with Oracle VM Premier Support.

If you use or apply services or materials of a higher service level to a system supported with a lower service level, or to a system not supported by Oracle, you agree that you have upgraded such system to the higher service level, and commit to promptly order the appropriate services and pay the difference in fees prorated for the remainder of the term. For the purposes of calculating the prorated fees, service for the upgraded system will be deemed to have begun on the date such services or materials were used for, or applied to, such system. For purposes of this paragraph, the level of Oracle Linux support services ranks as follows from highest to lowest: Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support, and no support. Additionally, the level of Oracle VM support services ranks as follows from highest to lowest: Oracle VM Premier Support and no support.

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for services of supported programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle Linux operating system and/or the Oracle VM programs, and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contacts 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 the services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Oracle Linux and/or Oracle VM support services, except Oracle Linux Network Support, you may designate one primary and four backup individuals ("technical contact"), to serve as liaisons with OSS. With each USD\$250,000 in net support fees, you have the option to designate an additional two primary and four backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the

supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If, after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for “Second Line Support.” You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Services Practices section below.

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

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Right to Desupport

It may become necessary as a part of Oracle's support lifecycle to desupport certain Oracle Linux and Oracle VM program releases and, therefore, Oracle reserves that right. However, Oracle Linux and Oracle VM program releases that are expressly identified in the attached [“Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM”](#) (PDF) document will be governed by the terms of the Lifetime Support policy. Desupport information is subject to change.

LIFETIME SUPPORT

Lifetime Support consists of the following service levels:

- Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support and Oracle VM Premier Support
- Oracle Linux Extended Support and Oracle VM Extended Support (when offered)
- Sustaining Support for Oracle Linux and Sustaining Support for Oracle VM

A description of the services available under Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support, Oracle VM Premier Support, Oracle Linux Extended Support, Oracle VM Extended Support, Sustaining Support for Oracle Linux, and Sustaining Support for Oracle VM is included in the Oracle Linux and Oracle VM Support Levels section below; and as specified in Section 1 above, in the program documentation.

When offered, Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support for Oracle Linux program releases 5, 6, 7, and 8 will be available for ten years from the date a release of the Oracle Linux program becomes generally available. For all other Oracle Linux program releases, Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support will be available for eight years from the date a release of the Oracle Linux program becomes generally available. If offered, support for Oracle Linux program releases 5, 6, 7, and 8 may be extended for an additional three years with Oracle Linux Extended Support. In addition to the technical support fee for Oracle Linux Premier Support, a fee for Oracle Linux Extended Support applies for each support period for which Oracle Linux Extended Support is purchased. If offered, support may be extended with Sustaining Support for Oracle Linux, which will be available for as long as you maintain Oracle Linux Premier Support for your Oracle Linux programs.

When offered, Oracle VM Premier Support will be available for eight years from the date a release of the Oracle VM program becomes generally available. If offered, support for Oracle VM programs may be extended for an additional three years with Oracle VM Extended Support. In addition to the technical support fee for Oracle VM Premier Support, a fee for Oracle VM Extended Support applies for each support period for which Oracle VM Extended Support is purchased. If offered, support may be extended with Sustaining Support for Oracle VM which will be available for as long as you maintain Oracle VM Premier Support for your Oracle VM programs.

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

ORACLE LINUX AND ORACLE VM SUPPORT LEVELS

Oracle Linux Premier Support

Oracle Linux Premier Support consists of:

- Unlimited service requests¹
- Access to patches, fixes, security patches and security alerts
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot²
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware certification³
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux 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 program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the [Scope of Coverage](#) (PDF) document. Oracle Linux Premier Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. 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. However, such binaries are fully compatible and will work without any full system reinstallation or other coding changes.
2. Oracle has made available at <http://linux.oracle.com/> certain tools that are required to enable the applicable security patches to be applied to your supported systems while such supported systems are operating. These tools are subject to the “Tools Used to Perform Support Services” section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported system is operating, and (b) you will be required to reboot the supported systems in order to apply the security patch.
3. Hardware certification will be provided for the first six years from the date a release of the Oracle Linux program becomes generally available. After six years, hardware certification may be provided at Oracle's sole discretion; however, Oracle is under no obligation to provide hardware certification for versions of Oracle Linux that are more than six years old.

Oracle Linux Basic Support

Oracle Linux Basic Support consists of:

- Unlimited service requests¹
- Access to patches, fixes, security patches and security alerts
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware certification²

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document. Oracle Linux Basic Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. 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. However, such binaries are fully compatible and will work without any full system reinstallation or other coding changes.
2. Hardware certification will be provided for the first six years from the date a release of the Oracle Linux program becomes generally available. After six years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide hardware certification for versions of Oracle Linux that are more than six years old.

Oracle Linux Network Support

Oracle Linux Network Support consists of:

- Access to patches, fixes, security patches and security alerts
- 24x7 access to Oracle Unbreakable Linux Network

Oracle VM Premier Support

Oracle VM Premier Support consists of:

- Unlimited service requests¹
- Access to patches, fixes, security patches and security alerts
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware certification²
- Backport of fixes, using commercially reasonable efforts, for any Oracle VM program listed on the backport schedule and released from Oracle for a period of six month from the date the next release of the Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.
2. Hardware certification will be provided for the first four years from the date a release of the Oracle VM program becomes generally available. After four years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide hardware certification for versions of Oracle Linux that are more than four years old.

Oracle Linux and Oracle VM Extended Support

Oracle Linux and Oracle VM Extended Support may be offered for certain supported Oracle Linux and Oracle VM program releases after Oracle Linux Premier Support or Oracle VM Premier Support expires. Please see Oracle's Lifetime Support Policies for more information. When Oracle Linux or Oracle VM Extended Support is offered, it is generally available for the terminal codeline release of a program.

Oracle Linux Extended Support – Oracle Linux program releases eligible for Oracle Linux Extended Support will receive Oracle Linux Premier Support limited to the following:

- Unlimited service requests¹
- Access to 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 <http://linux.oracle.com/es/package-list.html>
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot²
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Oracle Linux Extended Support does not include:

- Hardware certification
- Backport of fixes

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document. Oracle Linux Extended Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. 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. However, such binaries are fully compatible and will work without any full system reinstallation or other coding changes.
2. Oracle has made available at <http://linux.oracle.com/> certain tools that are required to enable the applicable security patches to be applied to your supported systems while such supported systems are operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported system is operating, and (b) you will be required to reboot the supported systems in order to apply the security patch.

Oracle VM Extended Support – Oracle VM program releases eligible for Oracle VM Extended Support will receive Oracle VM Premier Support limited to the following:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle VM software patches and fixes for critical security errata and select high-impact critical bug fixes
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Oracle VM Extended Support does not include:

- Hardware certification
- Backport of fixes

Sustaining Support

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited.

Sustaining Support for Oracle Linux – Oracle Linux program releases eligible for Sustaining Support for Oracle Linux will receive Oracle Linux Premier Support limited to the following:

- Access to patches, fixes, security patches and security alerts created during the Oracle Linux Premier Support period and Oracle Linux Extended Support period (if offered and only after the Oracle Linux Extended Support period ends)
- Access to certain security patches created during the Oracle Linux Premier Support period that may be applied while your supported systems are operating and that do not require a system reboot
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Sustaining Support for Oracle Linux does not include:

- New patches, fixes, security patches and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Sustaining Support for Oracle VM - Oracle VM program releases eligible for Sustaining Support for Oracle VM will receive Oracle VM Premier Support limited to the following:

- Access to patches, fixes, security patches and security alerts created during the Oracle VM Premier Support period and Oracle VM Extended Support period (if offered and only after the Oracle VM Extended Support period ends)
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Sustaining Support for Oracle VM does not include:

- New patches, fixes, security patches and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

ADDITIONAL SUPPORT SERVICES AVAILABLE FOR PURCHASE

Oracle Priority Support for Oracle Linux or Oracle VM

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described [here](#).

Oracle Priority Support Advantage

If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described [here](#).

WEB-BASED CUSTOMER SUPPORT SYSTEMS

My Oracle Support

My Oracle Support is Oracle's customer support web site for Oracle Linux and Oracle VM support. Access to My Oracle Support is governed by the [Oracle Support Portal Terms of Use](#) posted on the My Oracle Support web site. 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.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Oracle Linux Premier Support, Oracle Linux Basic Support, Oracle Linux Network Support, and Oracle VM Premier Support.

TOOLS USED TO PERFORM SUPPORT SERVICES

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) 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 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.

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.

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 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 attached [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, 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") 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.

SEVERITY DEFINITIONS

Service requests may be submitted by you either online through My Oracle Support or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Reasonable efforts will be made to respond to Severity 1 service requests within one hour. OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by 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

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Reasonable efforts will be made to respond to Severity 2 service requests within four business hours. Status updates will be provided every three business days, unless otherwise agreed.

Severity 3

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

Reasonable efforts will be made to respond to Severity 3 service requests within four business hours. Status updates will be provided as necessary, unless otherwise agreed.

Severity 4

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

Reasonable efforts will be made to respond to Severity 4 service requests within four business hours. Status updates will be provided as necessary, unless otherwise agreed.

CONTACT INFORMATION

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



Oracle Software Technical Support Policies

Effective Date: 02-July-2021

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1. OVERVIEW

Unless otherwise stated, these Software Technical Support Policies apply to technical support for all Oracle software product lines.

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

To receive technical support as provided by Oracle Support Services ("OSS") as described in these Oracle Software Technical Support Policies, all programs must be properly licensed.

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

Except as otherwise specified in this section, product release and supported platforms information for all Oracle programs, other than Nimbula and MICROS Systems programs (US Cruise only), is available through Oracle's web-based customer support systems as described in the [Web-Based Customer Support Systems](#) section below. Product release and supported platforms information for Nimbula programs will be provided to you in writing.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g., Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support

Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

These Technical Support Policies are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of the services provided for supported programs during the support period (defined below) for which fees for technical support have been paid.

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

2. SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of technical support services. Technical support will be provided pursuant to the terms of the order under which it is acquired; however, technical support fees due under a payment plan are due and payable in accordance with the terms and conditions of such payment plan.

Support Period

Technical support is effective upon the effective date of your order unless stated otherwise in your order. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the 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.

License Set

A license set consists of (i) all of your licenses of a program, including any options* (e.g., Database Enterprise Edition and Enterprise Edition Options; Purchasing and Purchasing Options), Data Enterprise Management programs* (e.g., Database Enterprise Edition and Diagnostics Pack), or self-service module* (e.g., Human Resources and Self-Service Human Resources) licensed for such programs, (ii) all of your licenses of a program that share the same source code**, or (iii) for Crystal Ball programs, the same licenses of a program contained on a single order, (iv) for Java Embedded Binary programs, all of the distributed units of the program(s) embedded in each unique Java Application Product pursuant to the Java Binary License and Redistribution Agreement ("BLRA") between you and Oracle, or (v) if you are distributing Java Restricted Use Binary programs or if you are distributing Java Embedded Binary programs under the Oracle Java Platform Integrator program ("OJPI"), all of the end user's licenses of the program(s) embedded or included in the Java Application Product pursuant to the BLRA. Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*As specified on Oracle's price list.

**Programs that share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, Oracle Database Standard Edition 2 and Personal Edition
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

If Oracle is providing first line support for all of an end user's ASFU and Full Use licenses, then both the ASFU and Full Use licenses must be supported at the same level. However, if Oracle is providing first line support for an end user's Full Use licenses and you are providing first line support for the ASFU and/or ESL licenses, then the licenses would not be considered part of the same license set.

Matching Service Levels

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

Reinstatement of Oracle Technical Support

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

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

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

Pricing Following Reduction of Licenses or Support Level

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

Custom Application Bundles

Technical support may not be discontinued for a single program module within a custom application bundle.

Unsupported Programs

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

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support 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 programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support

services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

You may designate one primary and four backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per license set, you have the option to designate an additional two primary and four backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

Oracle may review service requests logged by your technical contacts, and may recommend specific training to help avoid service requests that would be prevented by such training.

Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and 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 Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases (including any embedded third-party programs for which support has been retired by the manufacturer or vendor of such programs for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support) and, therefore, Oracle reserves that right. However, program releases that are expressly identified within Oracle's Lifetime Support policy will be governed by the terms of the Lifetime Support Policy. Desupport information is subject to change.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide "First Line Support" for the supported programs directly to your users. First Line Support shall include but not be limited to (i) a direct response to users with respect to inquiries concerning the performance, functionality or operation of the supported programs, (ii) a direct response to users with respect to problems or issues with the supported programs, (iii) a diagnosis of problems or issues of the supported programs, and (iv) a resolution of problems or issues of the supported programs.

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported programs, you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support.

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

Oracle may review service requests logged by your technical contacts, and may recommend specific organization and process changes to assist you with the above recommended standard practices.

Third Party Vendor-Specific Support Terms

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

Technical Support for Development, Demonstration and End User Licenses

Technical support for Development and/or Demonstration licenses is provided through your membership in the Oracle PartnerNetwork. Before you may provide technical support for a program you have licensed to an end user you must, in addition to the technical support you may receive for Development and/or Demonstration licenses, acquire technical support for such program from Oracle and continuously maintain it for as long as you provide support to the end user.

3. LIFETIME SUPPORT

Lifetime Support consists of the following service levels:

- Premier Support (also referred to as, and will be documented on your order as, “Software Update License & Support” or “Oracle Communications Network Software Premier Support”)
- Extended Support (if offered)
- Sustaining Support

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

When offered and except as noted below, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available. If offered, support may be extended for an additional three years with Extended Support for specific releases. Except as noted below, in addition to the technical support fee, an Extended Support fee applies for each support period for which Extended Support is purchased.

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

For specific programs that are, or will be covered by the Lifetime Support Policy, service levels offered, and timeframes refer to the following:

- For server technology programs view: [Lifetime Support Policy: Coverage for Technology Products](#)
- For fusion middleware programs view: [Lifetime Support Policy: Coverage for Fusion Middleware](#)
- For application programs view: [Lifetime Support Policy: Coverage for Applications](#)
- For retail application programs view: [Lifetime Support Policy: Coverage for Retail Applications](#)

- For Sun software and operating system products view: [Lifetime Support Policy: Coverage for Sun Software and Operating System Products](#)
- For Oracle Linux program releases view: [Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)
- For OFSS programs view: [Lifetime Support Policy: Coverage for Oracle Financial Services Software](#)

General Exceptions

For Oracle Database releases designated as an "Oracle Database Innovation Release" in the Lifetime Support Policy and on ODSC, Premier Support will be available for two years from the generally available date. Please refer to the [Lifetime Support Policy: Coverage for Technology Products](#) document.

Exceptions for customers with a current support contract running:

1. **PeopleTools:** The PeopleTools program, provided in conjunction with a PeopleSoft application program release, will be supported for as long as such application program release is supported. Patches and platform certifications for a PeopleTools minor release will be provided until 12 months after the next minor release is made generally available or Oracle announces that no future releases will be made; critical patch updates for a PeopleTools minor release may be provided for up to 24 months after the next minor release is made generally available.

You must apply PeopleTools minor releases in order to continue to receive Premier or Extended Support, if offered, for a PeopleSoft application program release. You may be required to apply PeopleTools minor releases to remain current with versions of third party technologies and products as supported by the provider of the third party product.

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools. Oracle reserves the right to make changes to the third party products included in the

PeopleTools program release which includes but is not limited to: (i) requiring newer versions of the third party products, (ii) changing the way in which third party products are packaged and distributed and (iii) replacing or remediating one or more third party products.

2. **Oracle Database 12c Release 1 (12.1):** The Extended Support fee has been waived for the period of August 2018 – July 2019. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
For customers running the E-Business Suite programs, the Extended Support fee has been waived through July 2022 for those Oracle database 12.1 licenses that are used for running the E-Business Suite programs.
3. **Oracle Database 11gR2:** For customers running the Oracle database 11.2.0.4 release on the HP OpenVMS on Itanium platform, during the first year of Sustaining Support, January 2021 – December 2021, you will continue to receive Severity 1 fixes and security updates.
4. **Oracle Database 10gR2:** For customers running Oracle Database 10gR2 on the IBM z/OS platform, after July 2013, Extended Support will continue to be available at Oracle's then-current Extended Support fees. Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
5. **Oracle Database Standard Edition 2:** Customers with a current support contract for Oracle Database Standard Edition 2 will continue to receive technical support for previously licensed

Oracle Database Standard Edition or Oracle Database Standard Edition One program releases. License restrictions are as specified in the license definitions and rules of the Oracle Database Standard Edition 2 order.

- 6. Governance, Risk and Compliance Programs:** For Sustaining Support for the Governance, Risk and Compliance program releases specified below, Oracle will continue to provide Severity 1 fixes through May 2025.

PROGRAM	PROGRAM RELEASE
Application Access Controls Governor	8.x
Configuration Controls Governor	5.x
Enterprise Governance, Risk, and Compliance Manager	8.x
Enterprise Transaction Controls Governor	8.x
Fusion Governance, Risk, and Compliance Intelligence	3.x
Preventive Controls Governor	7.x

- 7. Java SE 7:** The Extended Support fee will be waived for the period June 2019 - July 2022. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.
- 8. Java SE 8:** The Extended Support fee will be waived for the period March 2022 - December 2030. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.
- 9. Oracle Business Intelligence Applications 11.1.1.10.2:** The Extended Support fee will be waived for the period January 2020-June 2021. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.
- 10. WebLogic Server and Coherence 12.1.3:** Extended Support for the period of January 1, 2020 through January 31, 2022 will be limited to Severity 1 and security fixes. No security fixes will be provided for WebLogic Samples.
- 11. Oracle Database 12.2.0.1:** Premier Support error correction provided for the period of December 1, 2020 through March 31, 2022 will be limited to Severity 1 production fixes and security fixes delivered via the Quarterly Release Update (RU) process. Error Correction support will be available only for the following platforms: Linux x86-64, Solaris x86-64, Solaris SPARC, IBM AIX on Power Systems, IBM Linux on System Z (ZLinux), HP-UX Itanium, Fujitsu BS2000, and Microsoft Windows x64. This extension excludes:
- Functional upgrades of any kind, issues associated with Third-Party software, and certifications with new versions of the OS
 - Embedded components in the Oracle Database that rely upon de-supported releases of Java products; Updates to any cryptography related functionality, including, but not limited to, Transport Layer Security (TLS), network encryption, and other forms of secured communications

- 12. Oracle Rdb and Oracle CODASYL Database 7.3.3:** The Extended Support fee will be waived for the period September 2020 - August 2021. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.
- 13. Oracle Transportation Management/Global Trade Management 6.4:** The Extended Support fee will be waived for the period January 1, 2022 through December 31, 2022. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.
- 14. Tuxedo 12.2.2:** The Extended Support fee will be waived for the period May 2022 – April 2023. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.

4. ORACLE TECHNICAL SUPPORT LEVELS

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, 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 the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise.
- Regulatory updates for certain Oracle Financial Services and Oracle Banking Platform programs and jurisdictions will be delivered in accordance with the Oracle Financial Services Software and Oracle Banking Platform Regulatory Updates Delivery Policy document located [here](#).
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition*, except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at: <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs) consists of:

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification¹
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of six months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Note: Hardware certification will be provided for the first six years from the date a release of the Oracle Linux program becomes generally available. After six years, hardware certification may be provided at Oracle's sole discretion; however, Oracle is under no obligation to provide such hardware certification.

Limited Software Update License & Support is available for the Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas). The limited Software Update License & Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Assistance with service requests during normal business hours
- Ability to log service requests as specified in the following link: <https://www.oracle.com/industries/health-sciences/support.html>
- Non-technical customer service during normal business hours

Software Update License & Support for the qualifying Oracle Hospitality programs listed here: <http://www.oracle.com/us/support/library/hospitality-programs-3840568.pdf> ("Hospitality Programs") consists of:

- The Software Update License & Support described above
- First Line Support (Level 1)

For Oracle Hospitality programs 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 ¹	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)

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. In order to receive Extended Support, you must continue to pay the technical support fee for SULS/Premier Support and purchase Extended Support. Unless otherwise stated in this section, Extended Support for eligible program releases consists of the following:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by program)
- Major product and technology releases, 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 per week
- Regulatory updates for certain Oracle Financial Services and Oracle Banking Platform programs and jurisdictions will be delivered in accordance with the Oracle Financial Services Software and Oracle Banking Platform Regulatory Updates Delivery Policy document located [here](#)
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Access to Platinum Services as described at: <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with new third party products/versions

Extended Support for Java SE - Extended Support for eligible Java SE program releases consists of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- 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

Sustaining Support will be available after Premier Support expires. As program releases under Sustaining Support are no longer fully supported, information and skills regarding those releases may be limited. The availability of hardware systems to run such program releases may also be limited. Unless otherwise stated in this section, program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product and technology releases, 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, on a commercially reasonable basis, 24 hours per day, 7 days a week,
- Access to the customer support systems specified in the Web-Based Customer Support Systems section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal, and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Oracle Linux - Oracle Linux program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- 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 patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

- Access to new patches, fixes, and security alerts
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

Sustaining Support for Java SE - Java SE program releases eligible for Sustaining Support will receive Java SE Support limited to the following:

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Upgrade tools created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support for the Java SE program releases does not include:

- New minor updates and bug and security fixes
- New upgrade tools
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Previously released fixes or updates that Oracle no longer supports

Sustaining Support for Nimbula – Nimbula program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Access to existing program updates and fixes only (i.e., new program updates and fixes will not be provided)
- Assistance with service requests during normal business hours.
- Ability to log service requests via the following email: Nimbula-Support_WW@oracle.com
- Non-technical customer service during normal business hours

Sustaining Support for the Nimbula program releases does not include:

- Access to new program updates and fixes
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively “Oracle Communications Network Premier Programs”): Diameter Signaling Router Network Function Edition; Integrated Diameter Intelligence Hub - Network Function Editions; Common Signaling; Performance Intelligence Center Network Function Edition; Policy Management Network Function Edition; Cloud Native Core; User Data Repository Network Function Edition; Perpetual license of Session Border Controller, Subscriber-Aware Load Balancer, Core Session Manager, Session Router, Mobile Security Gateway, Operations Monitor, Control Plane Monitor, Fraud Monitor, Application Orchestrator, and Evolved Communications Application Server; Net-Net Central applications; Elastic Charging Engine and Charging Traffic Monitor; Network Service Orchestration; Convergent Charging Controller; Recharge and Voucher Management; and Notification Gateway.

Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)

- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Remote installation of Oracle Communications Network Premier Programs
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software 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 ¹	RESOLUTION TIME ¹
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

1. For purposes of the above table, the following definitions apply:
 - Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
 - Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
 - Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Premier Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates, created during the Premier Support period
- Upgrade scripts (availability may vary by program) created during the Premier Support period
- Major product and technology releases, 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 Program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates
- Remote installation of Oracle Communications Network Premier Programs
- New upgrade scripts
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

Oracle Communications Network Software Support & Sustaining Support

Oracle Communications Network Software Support is available for the following program categories (collectively “Oracle Communications Network Software Programs”): Oracle Communications EAGLE (non ISO), Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management, Oracle Communications User Data Repository, and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Support consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Certification with most new third-party products/versions (availability may vary by program)
- Remote installation of Oracle Communications Network Software Programs
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

For Oracle Communications Network Software 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 ¹	RESOLUTION TIME ¹
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

1. For purposes of the above table, the following definitions apply:
 - Response Time - The elapsed time beginning when you create a service request until Oracle first responds to you.
 - Remote Restoration Time - The elapsed time beginning when Oracle achieves remote access to the applicable program and when Oracle notifies you that a solution has been offered. The Remote Restoration Time frames do not apply if program code changes are required.
 - Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

Certain Oracle Communications Network Software Program releases may be eligible to receive Oracle Communications Network Software Sustaining Support. Oracle Communications Network Software Sustaining Support consists of:

- Program updates, fixes, security alerts, and critical patch updates created during the Support period
- 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 Software Program releases does not include:

- New program updates, fixes, security alerts, and critical patch updates
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above
- Previously released fixes or updates that Oracle no longer supports

5. ADDITIONAL SUPPORT SERVICES AVAILABLE FOR PURCHASE

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests to be used within a 12 month period. Any unused service requests at the end of the support period shall expire. Incident Server Support for a program may be acquired with the initial program license purchase and, if acquired with such purchase, may be renewed for subsequent support periods for as long as Premier Support is available for your Oracle program license. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time Software Update License & Support is acquired. Incident Server Support is available for the following across all platforms:

- Oracle Database Incident Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, and Real Application Clusters
- Oracle Application Incident Server Support Package: Internet Application Server Enterprise Edition Internet Application Server Standard Edition, and Internet Application Server Java Edition

Incident Server Support consists of:

- 10 service requests
- Access to My Oracle Support (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

Service requests requiring resolution of a program bug will not be counted against your overall service request total. Your access to Incident Server Support services, including My Oracle Support, ends on the earlier of (i) expiration of the support period; or (ii) resolution of your final service request. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering.

If you renew Incident Server Support Package, your renewal fee for such services will be based on Oracle's Incident Server Support Package 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. Incident Server Support Package is not subject to the Reinstatement of Oracle Technical Support section above.

Oracle Java Development Tools Support

Oracle Java Development Tools Support is available for the following programs: Sun NetBeans, Oracle Enterprise Pack for Eclipse, and Oracle JDeveloper (downloaded from the Oracle Technology Network after June 28, 2005). If you acquire Oracle Java Development Tools Support, you will receive support for all of the programs included above.

Oracle Java Development Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Java Development Tools Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Developer Studio Tools Support

Oracle Developer Studio Tools Support is available for the Oracle Developer Studio program.

Oracle Developer Studio Tools Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Developer Studio Tools Support does not include upgrades to new program releases or access to Oracle Solaris or Oracle Linux updates, fixes or patches. Contractual caps on technical support fees do not apply to this service, unless expressly stated otherwise in the applicable order.

Oracle Application Development Framework Essentials Support

Oracle Application Development Framework Essentials Support is available for Oracle Application Development Framework (ADF) Essentials program releases.

Oracle Application Development Framework Essentials Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Application Development Framework Essentials Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Java SE Support and Java SE Support For Independent Software Vendors

As of June 1, 2017, the Java SE Support and Java SE Support for Independent Software Vendors (“ISVs”) offerings are available for renewal only. These offerings are only in support of Java SE 7 program release.

Java SE Support and Java SE Support for ISVs consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

These offerings are available for the following period:

AVAILABILITY
Through April 30, 2020

The services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon downloading and/or installing the Java SE program. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support

Oracle Java Embedded Development Support is available for Oracle Java SE Embedded or Oracle Java ME Embedded program releases per Standard Binary. Oracle Java Embedded Suite Development Support is available for the Oracle Java Embedded Suite.

Both Oracle Java Embedded Development Support and Oracle Java Embedded Suite Development Support consist of:

- Bug fixes, security fixes and minor updates
- Upgrade tools
- Assistance with service requests 24 hours per day, 7 days per week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

If you acquire Oracle Java Embedded Development Support or Oracle Java Embedded Suite Development Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and any updates received as part of the services described above shall be provided under the terms of the appropriate license agreement that you accepted upon

downloading and/or installing the Oracle Java SE Embedded, Oracle Java ME Embedded programs or Oracle Java Embedded Suite. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Oracle Solaris 10 Container Support

Oracle Solaris 10 Container Support is available for the Oracle Solaris 10 Container program.

Oracle Solaris 10 Container Support consists of:

- Access to Solaris 10 patches and fixes; including those created during Extended Support if offered
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Solaris 10 Container Support does not include upgrades to new program releases.

NoSQL Database Community Edition Support

NoSQL Database Community Edition Support is available for NoSQL Database Community Edition program releases.

NoSQL Database Community Edition Support consists of:

- Access to patches and fixes
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours

NoSQL Database Community Edition Support does not include upgrades to new program releases. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your at <http://partner.oracle.com> for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Advanced Customer Support

If you acquire any of the following Advanced Customer Support services on your order, Oracle will provide the services as described in the applicable service description in the ACS Service Descriptions document published on <http://www.oracle.com/contracts>:

- [Oracle Priority Support](#)
- [Oracle Priority Support for Hotel and Food and Beverage](#)
- [Oracle Priority Support Advantage](#)

- [Oracle Priority Support Connected](#)
- [Oracle Functional Help Desk for Oracle Retail and Hospitality](#)
- [Oracle Retail Store Open Support](#)
- [Oracle Retail Close Support](#)
- [CS Oracle Performance Review and Recommendations for Systems and Software](#)
- [ACS Oracle Configuration Review and Recommendations for Systems and Software](#)
- [Oracle Standard Software Installation and Configuration for Systems and Software](#)

Business Critical Fixes and Limited Updates for Oracle E-Business Suite

Business Critical Fixes and Limited Updates for Oracle E-Business Suite is available for Oracle E-Business Suite release 12.1.3. If You acquire Business Critical Fixes and Limited Updates for Oracle E-Business Suite on your order, Oracle will use commercially reasonable efforts to provide the following for one calendar year:

- Code fixes, data fixes, and/or workarounds for Severity 1 and Severity 2 service requests ("SRs")
- Periodic critical security patches and updates, on a schedule determined by Oracle, provided solely at Oracle's discretion for issues that pose a potential Severity 1 or Severity 2 business risk
- Product localizations for the applicable contract year, provided at Oracle's discretion, limited to legislative or regulatory updates backported from Oracle E-Business Suite release 12.2, including United States Tax Form 1099
- Periodic payroll tax updates, including start-of-year and end-of-year updates that are applicable during the contract year
- One (1) upgrade planning presentation delivered remotely by Oracle to provide an overview of the new features included with Oracle E-Business Suite Release 12.2 and guidance related to Your upgrade preparation and planning

The scope of this service includes commercially reasonable efforts to provide support and fixes for the Oracle E-Business Suite application and the technology components and versions embedded in the Oracle E-Business Suite application-tier technology stack. Details regarding the versions and patch levels for the Oracle E-Business Suite application-tier technology stack can be found on My Oracle Support in [Infrastructure Requirements for Business Critical Fixes and Limited Updates for Oracle E-Business Suite 12.1.3 \(Doc ID 2647635.1\)](#). Support for versions of the Oracle Database used with Oracle E-Business Suite is subject to separate standard support policies and timelines for Oracle Database.

This service is available for the following periods:

BUSINESS CRITICAL FIXES AND LIMITED UPDATES FOR ORACLE E-BUSINESS SUITE	AVAILABILITY	
12.1.3	January 01, 2022 – December 31, 2022	January 01, 2023 – December 31, 2023

The following restrictions and limitations apply:

- Your licensed Oracle E-Business Suite 12.1.3 must be currently supported with Software Update License & Support
- Except where otherwise explicitly included, external integrations, products, and technologies that are used in conjunction with Oracle E-Business Suite are excluded and subject to their own standard support policies and timelines

- Oracle reserves the right to exclude some Oracle E-Business Suite products from this service. The current list of excluded products are noted on My Oracle Support in [Products Excluded from Business Critical Fixes and Limited Updates for Oracle E-Business Suite 12.1.3 \(Doc ID 2658179.1\)](#)
- The Oracle E-Business Suite 12.1.3 environment must be updated to the minimum patch levels as described on My Oracle Support in [Minimum Code Level Requirements for Business Critical Fixes and Limited Updates for Oracle E-Business Suite 12.1.3 \(Doc ID 2658189.1\)](#)
- Any updates that require architectural changes to the Oracle E-Business Suite application are specifically excluded from this service
- Updates for Oracle E-Business Suite 12.1.3 will not be available any sooner than updates for a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12.2 or higher) and such updates will be limited in scope to features that are available with such subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12.2 or higher), excluding any deprecated features
- Backporting of legislative or regulatory updates are provided at Oracle's discretion and will be limited to changes that are architecturally compatible with Oracle E-Business Suite 12.1.3.
- Payroll tax updates will be limited to United States, Canada, and the United Kingdom. All other countries and jurisdictions are specifically excluded from this service but may be available as a separate service from Oracle subject to additional fees
- The scope of this service also specifically excludes the following:
 - Any third party program or third party application, and/or any customizations
 - New certifications or integrations with other Oracle products or third party products, including browsers and operating systems
 - Functional upgrades of any kind, except the ERP product localizations explicitly included above

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](#).

Severity 1 Fixes and Financials Legislative Update for Oracle E-Business Suite

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for Oracle E-Business Suite release 11.5.10.

If you acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite on your order, Oracle will provide the following (formerly referred to as "Tier 1 Support"):

- Severity 1 fixes, security updates and United States Tax Form 1099 updates for the applicable tax year(s)

For the Oracle E-Business Suite 11.5.10 release, Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is currently available for a fee to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

This service is available for the following period:

AVAILABILITY	
January 1, 2019 – December 31, 2019	January 1, 2020 – December 31, 2020

Information on Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available on [My Oracle Support \(E-Business Suite Releases – Support Policy FAQ \(Doc ID 1494891.1\)\)](#). Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following restrictions and limitations apply:

- Oracle will not provide financials legislative updates for Oracle E-Business Suite 11.5.10 any sooner or with any greater scope than what is made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12 or higher)
- Due to architectural or other changes between a subsequent release of Oracle E-Business Suite and Oracle E-Business Suite 11.5.10, Oracle may not provide all localized updates for Oracle E-Business Suite 11.5.10 that are made available in a subsequent release of Oracle E-Business Suite
- The prerequisite for these services is based on the current minimum prerequisite level as described on [My Oracle Support in E-Business Suite 11.5.10 Minimum Patch Level and Extended Support Information Center \(Doc ID 1199724.1\)](#) and [Oracle E-Business Suite Error Correction Support Policy \(Doc ID 11905034.1\)](#)
- Limitations of the services are described in [E-Business Suite 11.5.10 Configurations with SSL/TLS Encryption \(Doc ID 2193395.1\)](#)
- Details about the process for creating and releasing Security Updates is described on My Oracle Support in [Additional Coverage Options for 11.5.10 E-Business Suite Sustaining Support \(Doc ID 1596629.1\)](#)

In order to acquire Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your renewal fee for such services will be based on the current 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. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not available for all programs. Please contact your Oracle Sales Representative for program availability.

Global Payroll Updates for Oracle E-Business Suite

Global Payroll Updates for Oracle E-Business Suite is available for select countries for Oracle E-Business Suite release 12.1.3. If you acquire Global Payroll Updates for Oracle E-Business Suite, Oracle will use commercially reasonable efforts to provide one calendar year of periodic payroll and application payroll tax updates, including start-of-year updates, end-of-year updates, and payroll tax updates that are applicable for the contract year.

Global Payroll updates for Oracle E-Business Suite is available only for the applicable Oracle E-Business Suite 12.1.3 payroll module(s) and the country specified in Your order.

This service is available only for the following periods (“calendar year”):

Payroll Update Availability for E-Business Suite 12.1.3

January 01, 2022 – December 31, 2022

The following restrictions and limitations apply:

- Your licensed Oracle E-Business Suite 12.1.3 must be currently supported with Software Update License & Support.
- You must separately purchase and maintain *Business Critical Fixes and Limited Updates for Oracle E-Business Suite* for the duration of Global Payroll Updates for E-Business Suite, subject to all associated restrictions and limitations.
- Except where otherwise explicitly included, external integrations, products, and technologies that are used in conjunction with Oracle E-Business Suite are excluded and subject to their own standard support policies and timelines.
- Payroll updates for Oracle E-Business Suite 12.1.3 are limited to backports made available under a subsequent release of Oracle E-Business Suite (e.g., Oracle E-Business Suite release 12.2 or higher), excluding any updates that require architectural changes.
- Third party software, third party applications, and/or customizations are explicitly excluded.
- New certifications and/or integrations with other Oracle products or third party software, including browsers and operating systems, are explicitly excluded.

PeopleSoft Payroll Tax Updates

PeopleSoft Payroll Tax Updates is available for the PeopleSoft HCM (formerly HRMS) Payroll program releases specified in the Availability Matrix below.

North American Payroll Tax Updates for PeopleSoft

If you acquire North American Payroll Tax Updates for PeopleSoft on your order, Oracle will provide one calendar year of tax updates for the applicable PeopleSoft HCM Payroll for North America program release, including tax updates for such calendar year that are made available in January of the following calendar year. North American Payroll Tax Updates for PeopleSoft is only available in the following countries: United States, Canada and Puerto Rico.

This service is available for the following periods:

PEOPLESOFT HCM PAYROLL TAX UPDATE PROGRAM RELEASE	AVAILABILITY
HCM Release 9.0	January 1, 2017 – December 31, 2017 January 1, 2018 – December 31, 2018 January 1, 2019- December 31, 2019 January 1, 2020 – December 31, 2020 January 1, 2021 – December 31, 2021
HCM Release 9.1	February 1, 2018 – December 31, 2018 January 1, 2019- December 31, 2019 January 1, 2020- December 31, 2020 January 1, 2021 – December 31, 2021 January 1, 2022 – December 31, 2022

In order to acquire North American Payroll Tax Updates for PeopleSoft, your licensed PeopleSoft HCM Payroll program must be currently supported with Software Update License & Support. PeopleSoft Payroll Tax Updates will be delivered through My Oracle Support.

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. PeopleSoft Payroll Tax Updates is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is available for the PeopleSoft Human Capital Management (HCM) and Financials and Supply Chain Management (FSCM) releases identified in the Availability Matrix below (“PeopleSoft Enterprise Applications”).

If you acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM on your order, Oracle will provide one calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

This service is available for the following periods:

PEOPLESOFT HCM AND FSCM PROGRAM RELEASE	AVAILABILITY		
9.0	January 1, 2020 – December 31, 2020	N/A	N/A
9.1	January 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021	January 1, 2022 – December 31, 2022

In order to acquire this service, your licensed PeopleSoft Enterprise Applications must be currently supported with Software Update License & Support. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will be delivered through My Oracle Support.

The fixes and updates for the PeopleSoft HCM and FSCM releases covered by this service will be limited to functionality provided with the most current PeopleSoft HCM and FSCM release (e.g., PeopleSoft HCM and FSCM release 9.2), and excludes any deprecated product features. Details regarding deprecated functionality can be found on My Oracle Support in the [Lifetime Support Summary for PeopleSoft Releases \(Doc ID 2238983.2\)](#) document. Oracle will not provide fixes or updates any sooner or with any greater scope than what is made available with the most current release of PeopleSoft HCM and FSCM.

If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM, your renewal fee for such services will be based on the current 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. Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM is not subject to the Reinstatement policies stated above.

Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0

Severity 1 Fixes and Legislative Updates for Campus Solutions is available only for Oracle PeopleSoft Campus Solutions release 9.0, excluding Campus Mobile functionality that leverages the Oracle Mobile Application Framework (Oracle MAF) platform.

If you acquire Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0 on your order, Oracle will provide one calendar year of the following:

- Fixes and/or workarounds for Severity 1 bug fixes
- United States regulatory and legislative updates provided solely at Oracle's discretion for functional areas including, but not limited, to the following:
 - Financial Aid
 - For SEVIS – Student and Exchange Visitor Information System, changes in batch processing for Student (F/M) and Exchange Visitor (J) visas
 - Form 1098-T update(s) for the applicable tax year(s)
 - Veteran's Benefit Reporting
- United Kingdom regulatory and legislative updates, provided solely at Oracle's discretion, for Higher Education Statistics Agency (HESA) Data Futures program for the applicable reporting years
- For other countries, country-specific regulatory and legislative updates, provided solely at Oracle's discretion, for the applicable reporting years
- Security updates for issues that pose a potential Severity 1 business risk, provided solely at Oracle's discretion

This service is available for the following release and period:

PEOPLESFT CAMPUS SOLUTIONS PROGRAM RELEASE	AVAILABILITY	
9.0	January 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021

In order to acquire Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0, your licensed Oracle Campus Solution program must be currently supported with Software Update License & Support and must be, at a minimum, on PeopleTools 8.55 Codeline and Bundle 55. Severity 1 Fixes and Legislative Updates for PeopleSoft Campus Solutions 9.0 will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and Legislative Updates for Campus Solutions 9.0, your renewal fee for such services will be based on the current 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.

North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne

Payroll Tax Updates for Oracle JD Edwards is available for Oracle JD Edwards EnterpriseOne program releases specified in the Availability Matrix below.

If you acquire North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne on your order, Oracle will provide one calendar year of United States and/or Canadian payroll tax updates for the applicable Oracle JD Edwards Enterprise One program release for North America. Payroll Tax Updates for Oracle JD Edwards EnterpriseOne is only available for the following North American countries: United States and Canada. North American payroll tax updates for Puerto Rico is not included.

This service is available for the following period:

NORTH AMERICAN PAYROLL TAX UPDATES FOR ORACLE JD EDWARDS ENTERPRISEONE	AVAILABILITY	
9.0	December 1, 2018 - December 31, 2019	January 1, 2020 - December 31, 2020
9.1	April 1, 2020 – December 31, 2020	January 1, 2021 - December 31, 2021

In order to acquire North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne, your licensed Oracle JD Edwards EnterpriseOne applications must be currently supported with Software Update License & Support. North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne will be delivered through My Oracle Support.

If you renew North American Payroll Tax Updates for Oracle JD Edwards EnterpriseOne, your renewal fee for such services will be based on the current 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.

Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne

Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne is available for Oracle JD Edwards EnterpriseOne program releases specified in the Availability Matrix below.

If you acquire Severity 1 Fixes and Tax Form Updates for JD Edwards EnterpriseOne on your order, Oracle will provide one calendar year of:

- Fixes and/or workarounds for Severity 1 service requests

- United States Tax Form 1099 update(s) for the applicable tax year(s)
- Canadian Tax Form T5018 update(s) for the applicable tax year(s)
- Security updates will be provided solely at Oracle's discretion for issues that potentially pose a Severity 1 business risk

This service is available for the following period:

JD EDWARDS ENTERPRISEONE PROGRAM RELEASE	AVAILABILITY	
9.0	December 1, 2018 - December 31, 2019	January 1, 2020 – December 31, 2020
9.1	April 1, 2020 – December 31, 2020	January 1, 2021 – December 31, 2021

In order to acquire Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne, your licensed Oracle JD Edwards EnterpriseOne applications must be currently supported with Software Update License & Support. You must run a release of JDE Tools that does not fall under Sustaining Support, and maintain all pertinent security updates associated with your release of JDE Tools. Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and Tax Form Updates for Oracle JD Edwards EnterpriseOne, your renewal fee for such services will be based on the current 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 Market-Driven Support for Oracle Database 11g Release 2

Oracle Market-Driven Support for Oracle Database 11g Release 2 is available for the Oracle Database Release 11.2.0.4 for the following periods:

ORACLE MARKET-DRIVEN SUPPORT FOR ORACLE DATABASE 11GR2	UPGRADE PLANNING WORKSHOP	AVAILABILITY (See limitations below)
Small, medium, large	Included	January 01, 2021 – December 31, 2021 ¹ January 01, 2022 – December 31, 2022
Economy	Not included	January 01, 2021 – December 31, 2021 ¹

¹ Extended Support ends 31-Mar-2021

If you purchase Oracle Market-Driven Support for Oracle Database 11g Release 2, Oracle will provide the following for the number of production 11.2.0.4 databases identified in your order:

1. Severity 1 fixes and critical security patches for production 11.2.0.4 database and non-production 11.2.0.4 databases to support testing requirements as follows:
 - a. Workarounds and/or fixes for Severity 1 service requests (“SRs”) delivered by Oracle through My Oracle Support using commercially reasonable efforts.
 - b. Periodic critical security patches and updates, on a schedule determined by Oracle, provided solely at Oracle’s discretion for issues that potentially pose a Severity 1 business risk, and subject to the limitations defined below.
2. One database upgrade planning workshop (“Workshop”) that includes:
 - a. Two remote sessions to present an overview of the new features included in the Oracle Database release 19c or higher that is covered by Software Update License & Support; and
 - b. Guidance and advice delivered remotely by Oracle regarding Your Oracle Database upgrade preparation and planning, limited to four participants named by You.
3. An assigned Technical Account Manager (TAM) that serves as an escalation point of contact for assistance with patch download or installation issues.

Oracle Market-Driven Support for Oracle Database 11g Release 2 is subject to the following limitations and exclusions:

1. Your licensed Oracle Database 11.2.0.4 must be currently supported with Software Update License & Support.
2. Support is limited to the Oracle Database, specifically excluding the following:
 - a. Any other Oracle program, including, but not limited to, Fusion Middleware, Java products (including Java embedded in the Oracle Database), Oracle Applications, SQL Developer, Audit Vault, Database Firewall, TimesTen, and MySQL;
 - b. Functional upgrades of any kind, issues associated with Third Party Software, and/or certifications with new versions;
 - c. Embedded components in the Oracle database that rely upon desupported releases of Java products;
 - d. Updates to any cryptography related functionality, including, but not limited to, Transport Layer Security (TLS), network encryption, and other forms of secured communications.
3. Support is available only for the following platforms:
 - a. Non-PaaS:
 - i. Linux x86 (32 bit and 64 bit)
 - ii. Solaris x86-64 (64 bit)
 - iii. Solaris SPARC (64 bit)
 - iv. IBM AIX on Power Systems (32 bit and 64 bit)
 - v. IBM Linux on System Z (ZLinux)
 - vi. HP-UX Itanium, HP-UX PA RISC (64 bit)
 - vii. Windows x86 (64 bit)
 - viii. Oracle ExaData

b. PaaS:

- i. Oracle Database Cloud Services on Oracle Cloud Infrastructure (OCI)
- ii. Oracle Database Cloud Services on Oracle Cloud@Customer
- iii. Oracle Exadata Cloud Service on OCI
- iv. Gen1 Oracle Exadata Cloud@Customer
- v. Gen2 Oracle Exadata Cloud@Customer

4. Any platform not specifically supported, as indicated in section 3.a and 3.b above, is excluded, including, but not limited to: Oracle Database Cloud Service on OCI-Classical, Oracle Exadata Cloud Service on OCI-Classical, and Oracle SuperCluster.

Oracle Linux Support Services

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

OracleVM Support Services

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

Oracle Utilities Live Energy Connect Programs Support

If you acquired support services for Oracle Utilities Live Energy Connect Programs on your order prior to August 3, 2020, Oracle will provide the services as described in the [Oracle Software Technical Support Policies for Oracle Utilities Live Energy Connect Programs](#). If your order for support services for Oracle Utilities Live Energy Connect Programs is dated subsequent to August 3, 2020, unless otherwise stated on your order, Oracle will provide those services as described in the then-current Oracle Software Technical Support Policies.

6. WEB-BASED CUSTOMER SUPPORT SYSTEMS

My Oracle Support

My Oracle Support is Oracle's customer support web site for software support. Access to My Oracle Support is governed by the [Oracle Support Portal Terms of Use](#) posted on the My Oracle Support web site. 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.

The following Oracle programs are not currently supported under My Oracle Support: Phase Forward (i.e., InForm, InForm CRF Submit, Central Designer, Central Coding, Clinical Development Center, Clintrial, Empirica (Gateway, Inspections, Signal, Study, Topics, Trace), and LabPas), Nimbula and MS CRM (for MICROS Systems).

For web-based customer support for the Phase Forward programs listed above, please refer to the [Health Sciences License Support](#) page.

Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Software Update License & Support for the Audit Vault and Database Firewall program (formerly the Database Firewall and Database Firewall Management Server programs).

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 computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) 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") and 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.

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.

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 \(PDF\)](#). 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, which requires security and privacy controls greater than or different from those specified in the [Global Customer Support Security Practices](#) (PDF). 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”) 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.

9. SEVERITY DEFINITIONS

Service requests for supported Oracle programs 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 severity definitions specified below.

Severity 1

Your production use of the supported programs is stopped or so severely impacted that you cannot reasonably continue work. You experience a complete loss of service. The operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- System crashes, and crashes repeatedly after restart attempts

Reasonable efforts will be made to respond to Severity 1 service requests within one hour. For response efforts associated with Oracle Communications Network Software Premier Support and Oracle Communications Network Software Support & Sustaining Support, please see the Oracle

Communications Network Premier & Sustaining Support and Oracle Communications Network Software Support & Sustaining Support sections above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported programs (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

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

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

Severity 4

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

10. HYPERION AND AGILE SPECIFIC SUPPORT TERMS

For orders placed pursuant to a Hyperion master agreement or to an Agile master agreement, the following terms apply with respect to the technical support services you have ordered.

Warranties, Disclaimers, and Exclusive Remedies

Oracle warrants that technical support services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support services warranty deficiencies within 90 days from performance of the defective technical support services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE

AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

11. CONTACT INFORMATION

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