

Oracle Hardware and Systems Support Policies

Effective Date: 16-MAR-2010

OVERVIEW

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

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

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels for Systems section below, all equipment, including components, options and spare parts ("hardware system") must be a covered hardware system. Covered hardware system means all Oracle/Sun hardware for which you have (i) paid the technical support fee, and (ii) provided to Oracle the serial number and/or other identification and entitlement information as requested by Oracle and in the manner specified by Oracle. Components, options and spare parts purchased separately from your original equipment purchase are included in the definition of hardware system. Oracle will make commercially reasonable efforts to provide the hardware support service. (Note: These offerings are not available for non-Oracle/Sun hardware).

Oracle's obligations under these Hardware and Systems Support Policies do not apply to any malfunctions in a hardware system that could be avoided if you incorporate or implement a hardware or firmware update or any workaround previously provided by Oracle which would correct the malfunction or that has been (i) modified, altered or adapted without Oracle's written consent; (ii) mistreated or used in a manner other than in accordance with that hardware product's or software media's manual (including failure to follow Oracle's installation and environmental recommendations); (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 without Oracle's written consent, 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.

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

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

SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address that you designate. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the date of delivery of the hardware unless stated otherwise in your ordering document. Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"), unless stated otherwise in your ordering document. All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period.

Matching Service Levels

When acquiring technical support, all hardware systems must be supported (e.g., Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems) or unsupported. This requirement includes (i) all of your hardware systems running the Solaris Operating system release 10.9 or later and (ii) all of your hardware systems running the Enterprise Linux and Oracle VM operating system, and (iii) all hardware systems for which you have applied services received under a technical support contract for another hardware system (including sharing of updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts). If you have acquired your Enterprise Linux and Oracle VM support services under a separate Enterprise Linux and Oracle VM Services Agreement that hardware system is a covered hardware system under this matching service level policy. Hardware systems that have reached an end of service life are excluded from the above policy, and hardware systems that you register with Oracle as retired are excluded from the above policy.

Reinstatement of Oracle Technical Support

In the event that technical support lapses for more than 90 days or was not originally purchased, 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.

Upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the list technical support price for the covered hardware system, prorated from the date technical support is being ordered back to the date technical support lapsed (or the hardware order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the hardware system has been unsupported ("go-forward support fee").

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 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 Oracle will reduce your support fee at the next renewal for these reductions.

Unsupported Hardware Systems

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

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. Your technical contacts must have, at a minimum, initial basic product training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized product usage, and/or migration. Your technical contacts must be knowledgeable about the Oracle hardware systems and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact must have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Oracle Premier Support for Operating Systems and/or Oracle Premier Support for Systems, you may designate one (1) primary and four (4) backup individuals ("technical contact") per data center location, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per data center location, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. 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 updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

System Lifecycle Policy

Hardware and firmware will be supported for 5 years from the Last Ship Date. Oracle reserves the right to reduce the support timeframe for a covered system with 90 days written notice.

Lifetime Support

Lifetime Support consists of the following service levels:

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

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

When offered, Oracle Premier Support for Operating Systems will be available for five years from the date a release of the operating system becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support, which will be available for as long as you maintain Oracle Premier Support for Operating Systems for your Oracle hardware system.

Notes:

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

ORACLE TECHNICAL SUPPORT LEVELS FOR SYSTEMS

Oracle Premier Support for Systems

Oracle Premier Support for Systems consists of services in support of hardware systems, firmware, and software. For hardware systems, this support is limited to Sun hardware only. For Sun servers, this support applies to the following system software: Oracle Solaris, OpenSolaris, Oracle Enterprise Linux, and Oracle VM. For Sun storage systems, this support applies to the embedded system software. Oracle Premier Support for Systems consists of:

- Program updates, fixes, and security patches
- Upgrade tools
- Certification with most new third-party products/versions
- Major product and technology releases for firmware and software, which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite hardware support for Oracle/Sun server or storage system
- Field Change Orders – system modification recommendations
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support, Sun Connection Service, SunSpectrum Member Support Center, or SunSolve Online Program (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 prescribed system maintenance, including but not limited to, installing software updates, updating software or firmware, maintaining file systems, and tracking proactive diagnostic information.

Replacement Hardware Parts

In the event that Oracle determines that the replacement of a hardware part is necessary, Oracle will send a replacement part to your location. Oracle personnel will install the replacement part provided, however, if Oracle determines that the replacement part can be installed by you then such replacement part will be sent to you in lieu of an Oracle onsite response. If you request that Oracle replace such part then you will be charged for the installation. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Times for Hardware Support noted below. Replacement parts will be of new or like-new quality.

Return of Malfunctioning Parts

In the event that Oracle sends a replacement part to you, unless you have an agreement with Oracle allowing you to retain the malfunctioning part, you will ensure that the malfunctioning part is returned to Oracle in accordance with all shipping instructions from Oracle. In the event that Oracle delivers a replacement part to you, you must have the malfunctioning part ready for immediate exchange upon delivery. All malfunctioning parts become Oracle's property upon removal from your site. If you fail to return or exchange any malfunctioning part, you will be charged the then-current fee.

Oracle Premier Support for Operating Systems

Oracle Premier Support for Operating Systems consists of services in support of operating system and virtualization software including Oracle Solaris, OpenSolaris, Oracle Enterprise Linux, and Oracle VM. Oracle Premier Support for Operating Systems consists of:

- Program updates, fixes, and security patches
- Upgrade tools
- Certification with most new third-party products/versions
- Major product and technology releases, which includes 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, Sun Connection Service, SunSpectrum Member Support Center, or SunSolve Online Program (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Oracle Priority Service for Sun Ray Peripherals

Oracle Priority Service for Sun Ray Peripherals consists of:

- Advanced parts exchange for keyboards, monitors and country kits; with next business day delivery to your location
- Access to My Oracle Support, Sun Connection Service, SunSpectrum Member Support Center, or SunSolve Online Program (24 x 7 web-based customer support systems), including the ability to log service requests online

Extended Support

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

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

- Program updates, fixes, and security patches
- Upgrade tools
- Major product and technology releases, which includes 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, Sun Connection Service, SunSpectrum Member Support Center, or SunSolve Online Program (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Extended Support does not include:

- Certification with most new third-party products/versions

Sustaining Support

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

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

- Program updates, fixes, and security patches created during the Oracle Premier Support for Operating Systems period, and created during the Extended Support period for those customers who purchased Extended Support
- Upgrade tools created during the Oracle Premier Support for Operating Systems period.
- Major product and technology releases, which includes 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, Sun Connection Service, SunSpectrum Member Support Center, or SunSolve Online Program (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 does not include:

- New program updates, fixes and security patches
- New upgrade tools
- Certification with most 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.

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

WEB-BASED CUSTOMER SUPPORT SYSTEMS

My Oracle Support is Oracle's customer support web site for hardware support. In addition to My Oracle Support, access is provided to Sun Connection Service, SunSpectrum Member Support Center or SunSolve Online Program as required to support your covered hardware system.

Access to the customer support systems are governed by the Terms of Use posted on the relevant web sites, which are subject to change. A copy of these terms is available upon request. Access to My Oracle Support is limited to your designated technical contacts. Access to My Oracle Support is included with Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems, Extended Support, and Sustaining Support.

GLOBAL CUSTOMER SUPPORT SECURITY PRACTICES

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/support/policies.html>. The Global Customer Support Security Practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in the Security Practices during the period for which fees for technical support have been paid. To view changes that have been made, please refer to the attached [Statement of Changes](#) (PDF).

AUTO SERVICE REQUEST AND ADDITIONAL TOOLS

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 information to Oracle. To implement ASR, you must utilize the ASR software made available via electronic download or such other means as Oracle may elect, and subject to application terms and conditions for the ASR software that are provided upon download or such other delivery means. For ASR enabled hardware, ASR will send specific hardware fault telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. Oracle will notify the Technical Contact to arrange error resolution as appropriate.

The Auto Service Request is subject to available on selected systems and local conditions may apply. You may go to <http://www.sun.com/service/asr> or contact your Oracle sales representative for more details regarding availability. 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.

Additional Tools

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

SEVERITY DEFINITIONS

Service requests for all other supported Oracle programs may be submitted by you online through Oracle's web-based customer support systems, by email, or by telephone. The service request severity level is selected by you and Oracle and should be based on the following severity definitions:

Severity 1

Your production use of the 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
- System functionality failure causes data loss or renders system unstable
- System malfunction causes mission critical applications to restart, hang, or suspend

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

24 Hour Commitment to Severity 1 Service Requests: OSS will work 24x7 until the issue is resolved or as long as useful progress can be made. You must provide OSS with a contact during this 24x7 period, either on site or by pager, to assist with data gathering, testing, and applying fixes. You are requested to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2

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

Severity 3

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

Severity 4

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

ONSITE RESPONSE TIMES FOR HARDWARE SUPPORT

Response times for hardware support are as specified below.

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 system must be within 25 miles/40 kilometers of a designated metro center

Within 4 hours: Your system must be within 26 – 49 miles/41 – 79 kilometers of a designated metro center

Next Day: Your service center is greater than 50 mile/80 kilometers from a designated metro center

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.

Within 4 hours: Your system must be within 25 miles/40 kilometers of a designated metro center

Within same business day: Your system must be within 26 – 29 miles/41 – 79 kilometers of a designated metro center.

Next Business Day: Your service center is greater than 50 mile/80 kilometers from a designated metro center

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. All response times are subject to acts and conditions beyond Oracle's control. You should contact an Oracle Support Sales representative for more details regarding availability for your covered hardware systems.

CONTACT INFORMATION

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