

SMLOUVA

Číslo: 20220414

uzavřená podle § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník
(dále také „občanský zákoník“)

mezi těmito smluvními stranami:

Česká republika - Správa státních hmotných rezerv

se sídlem: Praha 5 – Malá Strana, Šeříková 616/1, PSČ 150 85
právně jednající: Ing. Miroslav Basel, ředitel Odboru zakázek
IČO: 48133990
bankovní spojení: Česká národní banka, pobočka Praha
č. účtu: 85508881/0710
č. účtu pro sankce: 19-85508881/0710
kontaktní osoba: [REDACTED]
telefon: [REDACTED]
fax: -
e-mail: [REDACTED]@ [REDACTED]
datová schránka: 4iqaa3x

(dále jen „objednatel“)

a

Obchodní firma

CCA Group a.s.
se sídlem: Karlovo náměstí 288/17, Nové Město, 120 00 Praha 2
adresa pro doručování: Parková 1254/11a, 326 00 Plzeň 8 - Černice
spisová značka: B 5556 vedená u Městského soudu v Praze
zastoupena: Danou Sušeňovou, předsedkyní představenstva
IČO: 25695312
DIČ: CZ25695312
bankovní spojení: Komerční banka, a.s.
číslo účtu: 123-867180227/0100
kontaktní osoba: [REDACTED]
telefon: [REDACTED]
fax: -
e-mail: [REDACTED]@ [REDACTED]
datová schránka: 8h6dcas

(dále jen „poskytovatel“)

(dále také společně „smluvní strany“)

Článek I Účel smlouvy

1. Účelem smlouvy je **zabezpečení provozu produktů společnosti ORACLE** pro účely a k zajištění zákonné působnosti objednatele vyplývající ze zákona č. 97/1993 Sb., o působnosti Správy státních hmotných rezerv, ve znění pozdějších předpisů.
2. Touto smlouvou se realizuje veřejná zakázka, kterou objednatel zadal ve výběrovém řízení pod č. j. 07779/22-SSHR s názvem „22-124 ORACLE – Technická podpora produktů společnosti“.

Článek II Předmět smlouvy

1. Předmětem této smlouvy je zajištění služeb spočívajících v **prodloužení technické podpory na úrovni „Software Update License & Support“ pro produkty společnosti ORACLE** uvedené v následující tabulce (dále také „služba“):

Popis produktu	CSI	Počet	Druh licence	Platnost od	Platnost do
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	3614589	2	FULL USE	26. 9. 2022	25. 9. 2023
Oracle Internet Developer Suite Named User Perpetual	3614589	1	FULL USE	26. 9. 2022	25. 9. 2023
Oracle Database Standard Edition 2 - Processor Perpetual	21260003	2	FULL USE	26. 9. 2022	25. 9. 2023
Oracle Database Standard Edition 2 - Processor Perpetual	21260003	2	FULL USE	26. 9. 2022	25. 9. 2023

2. Licenční podmínky technické podpory produktů společnosti ORACLE jsou uvedeny v **Příloze č. 2**, která je nedílnou součástí této smlouvy.
3. V případě, že vinou poskytovatele (neobjedná-li včas prodloužení platnosti licence) dojde ke ztrátě či znehodnocení licence, zavazuje se poskytovatel uhradit veškeré náklady na znovuobnovení či pořízení nové licence.
4. Objednatel se zavazuje dodanou službu převzít a zaplatit za ni cenu dle čl. IV této smlouvy.
5. Specifikace věci podle číselníku NIPEZ:
72260000-5 Služby související s programovým vybavením
6. Kontaktní osoba objednatele je oprávněna k plnění povinností objednatele dle této smlouvy písemně pověřit jiného zaměstnance objednatele. O tomto pověření je kontaktní osoba objednatele povinna písemně (i e-mailem) informovat kontaktní osobu poskytovatele. Kontaktní osoba objednatele nebo osoba, kterou kontaktní osoba objednatele písemně pověří, se zavazuje předmět smlouvy převzít na základě oboustranně podepsaného Protokolu o předání a převzetí předmětu smlouvy (dále také „předávací protokol“).

Článek III Doba a místo plnění

1. Poskytovatel se zavazuje **zahájit plnění služby** dle této smlouvy nejpozději do termínu uvedeného v tabulce v čl. II odst. 1 této smlouvy, sloupec „Platnost od“, tj. **nejpozději dne 26. 9. 2022**.
2. Doba plnění služby je **od 26. 9. 2022 do 25. 9. 2023**.

3. Místem plnění této smlouvy je pracoviště objednatele na adrese:

- Správa státních hmotných rezerv, Olbrachtova 1677/3, 140 00 Praha 4 – Krč.

Článek IV

Cena za předmět smlouvy, platební a fakturační podmínky

1. Cena za předmět smlouvy bez DPH je sjednána dohodou smluvních stran podle zákona č. 526/1990 Sb., o cenách, ve znění pozdějších předpisů, je cenou maximální a nepřekročitelnou. K této částce bude připočtena platná sazba DPH v době vzniku zdanitelného plnění.
2. Cena za předmět smlouvy je dána nabídkou poskytovatele ze dne 16. června 2022, a to Krycím listem – **Příloha č. 1** této smlouvy. Cena za předmět smlouvy je členěna následovně:
 - a) celková cena ve výši **514.981 Kč bez DPH**
(slovy pět set čtrnáct tisíc devět set osmdesát jedna korun českých)
 - b) **DPH** ve výši celkem **108.146,01 Kč**
(slovy jedno sto osm tisíc jedno sto čtyřicet šest korun českých jeden haléř)
 - c) celková cena ve výši **623.127,01 Kč včetně DPH**
(slovy šest set dvacet tři tisíc jedno sto dvacet sedm korun českých jeden haléř).
3. Cena za předmět smlouvy je ujednána pevnou částkou. Poskytovatel nemůže žádat změnu ceny proto, že si předmět plnění vyžádal jiné úsilí nebo jiné náklady, než bylo předpokládáno.
4. Cena za předmět smlouvy již zahrnuje veškeré daně, cla, poplatky a veškeré další výdaje spojené s provedením, včetně všech nákladů poskytovatele služeb na dopravu do míst plnění a případného zaškolení obsluh v místě plnění.
5. Platba záloh na cenu za předmět smlouvy se nepřipouští.
6. Právo na zaplacení ceny za předmět smlouvy vzniká poskytovateli datem zahájení plnění předmětu smlouvy dle čl. III odst. 1 této smlouvy a podpisem předávacího protokolu, který podepíše kontaktní osoba poskytovatele a kontaktní osoba objednatele nebo osoba pověřená dle čl. II odst. 6 této smlouvy. Předávací protokol bude přílohou faktury.
7. Smluvní strany se dohodly na bezhotovostním způsobu úhrady faktury za předmět smlouvy na účet poskytovatele uvedený v záhlaví smlouvy na základě daňového dokladu (faktury). Faktura bude zaslána do datové schránky objednatele nebo e-mailem na adresu epodatelna@sshr.cz. Nelze-li použít datovou schránku nebo tuto e-mailovou adresu, bude faktura zaslána prostřednictvím provozovatele poštovních služeb na adresu uvedenou v záhlaví této smlouvy. V případě zaslání do datové schránky nebo na uvedenou e-mailovou adresu bude každá faktura zaslána samostatnou zprávou ve formátu pdf, příp. doc, xls. Jestliže bude faktura zaslána e-mailem, je možné tuto zprávu jako kopii zaslat i na e-mailovou adresu kontaktní osoby.
8. Lhůta splatnosti faktury je 21 kalendářních dnů od doručení faktury objednateli, přičemž za den zaplacení se považuje den, kdy je fakturovaná částka připsána na účet poskytovatele.
9. Faktura musí obsahovat veškeré náležitosti stanovené zákonem č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. Dále je poskytovatel povinen v daňovém dokladu (faktuře) uvést jako variabilní symbol číslo smlouvy, které vždy určuje objednatel, a toto číslo je uvedeno v záhlaví této smlouvy. V případě, že faktura nebude úplná nebo nebude obsahovat zákonem předepsané náležitosti, je objednatel oprávněn ji vrátit poskytovateli s tím, že poskytovatel je následně povinen vystavit novou bezvadnou a úplnou fakturu s novým termínem splatnosti. V takovém případě počne běžet doručením nové faktury objednateli nová lhůta splatnosti.
10. Poskytovatel prohlašuje, že účet uvedený v záhlaví této smlouvy je a po celou dobu trvání smluvního vztahu bude povinným registračním údajem dle zákona č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů.

Článek V

Práva z vadného plnění

1. Poskytování předmětu smlouvy uvedeného v čl. II odst. 1 této smlouvy je vadné, pokud je poskytovatelem poskytována jiná služba než ta, která je stanovena touto smlouvou, jejími přílohami a požadavky objednatele (např. v jiném rozsahu nebo kvalitě).
2. Vady služby je objednatel povinen uplatnit u poskytovatele bez zbytečného odkladu po jejich zjištění, a to písemným sdělením v souladu s čl. VIII odst. 6 této smlouvy. Vadu služby může uplatnit kontaktní osoba objednatele nebo osoba pověřená dle čl. II odst. 6 této smlouvy i na e-mailové adrese poskytovatele [REDACTED]. Poskyvatel se zavazuje odstranit uplatnění vady služby v přiměřené lhůtě stanovené objednatel. Poskyvatel se zavazuje bezplatně odstranit zjištěné vady neprodleně a o své činnosti bude informovat objednatele.
3. Uplatní-li objednatel právo z vadného plnění služby, potvrdí mu poskytovatel písemně, kdy toto právo uplatnil, jakož i provedení opravy a dobu jejího trvání. Nepotvrzení uplatnění práva z vadného plnění poskytovatelem do 3 pracovních dnů ode dne sdělení uplatnění vad je důvodem pro odstoupení objednatele od této smlouvy.

Článek VI

Smluvní pokuta

1. Za vadné plnění služby uhradí poskytovatel smluvní pokutu ve výši 0,5 % z ceny služby postižené vadným plněním.
2. V případě prodlení poskytovatele s plněním služby uhradí poskytovatel smluvní pokutu ve výši 2.000 Kč za každý den prodlení.
3. Pro výpočet výše uvedené smluvní pokuty se použije cena za předmět smlouvy uvedená v čl. IV odst. 1 písm. a) této smlouvy.
4. Smluvní pokuta bude splatná do 14 dnů od doručení jejího vyúčtování poskytovateli, a to na účet objednatele uvedený v záhlaví této smlouvy.
5. Poskytovatel prohlašuje, že smluvní pokuty dle této smlouvy včetně jejich výše považuje vzhledem k významu povinností (závazků), k jejichž zajištění byly dohodnuty, za přiměřené.
6. Smluvní strany výslovně sjednávají, že úhradou smluvní pokuty nebude dotčeno právo objednatele na náhradu škody vzniklé z porušení povinnosti, ke kterému se smluvní pokuta vztahuje, v plné výši.

Článek VII

Odstoupení od smlouvy

1. Kromě důvodů pro odstoupení od smlouvy objednatel uvedených v jiných ustanoveních této smlouvy nebo občanském zákoníku je objednatel oprávněn od této smlouvy odstoupit v případě prodlení s plněním předmětu smlouvy delším než 10 pracovních dnů od požadovaného zahájení plnění dle čl. III odst. 1 této smlouvy.
2. Objednatel je též oprávněn odstoupit od smlouvy z důvodu probíhajícího insolvenčního řízení vůči poskytovateli.
3. Objednatel je oprávněn odstoupit od smlouvy i v případě porušení povinnosti poskytovatele dle čl. IV odst. 10 této smlouvy.
4. Odstoupení od smlouvy musí být učiněno písemně v souladu s čl. VIII odst. 6 této smlouvy. Účinky odstoupení od smlouvy nastávají dnem doručení písemného oznámení o odstoupení druhé smluvní straně.
5. Odstoupení od této smlouvy se nedotýká práva na zaplacení smluvní pokuty nebo úroku z prodlení, ani práva na náhradu škody.

6. V případě odstoupení od smlouvy se odstoupení nevztahuje na smluvními stranami již poskytnuté vzájemné plnění.

Článek VIII **Závěrečná ustanovení**

1. Smluvní strany se dohodly, že další skutečnosti touto smlouvou neupravené se řídí příslušnými ustanoveními občanského zákoníku.
2. Smluvní strany se zavazují v plném rozsahu zachovávat povinnost mlčenlivosti a povinnost chránit důvěrné informace, o nichž se dozvěděly v souvislosti s uzavřením této smlouvy. Smluvní strany se zavazují dodržovat povinnosti vyplývající z této smlouvy a též příslušných právních předpisů, zejména povinnosti vyplývající ze zákona č. 110/2019 Sb., o zpracování osobních údajů, ve znění pozdějších předpisů. Smluvní strany se v této souvislosti zavazují poučit veškeré osoby, které se na jejich straně budou podílet na plnění této smlouvy.
3. Poskytovatel souhlasí s tím, aby tato smlouva, včetně jejích případných dodatků, byla uveřejněna na internetových stránkách objednatele. Údaje ve smyslu § 218 odst. 3. zákona č. 134/2016 Sb., o zadávání veřejných zakázek, ve znění pozdějších předpisů, budou znečitelněny (ochrana informací a údajů dle zvláštních právních předpisů). Smlouva se vkládá do registru smluv vedeného podle zákona č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv, ve znění pozdějších předpisů (zákon o registru smluv). Uveřejnění smlouvy zajišťuje objednatel.
4. Poskytovatel souhlasí, aby objednatel poskytl část nebo celou tuto smlouvu v případě žádosti o poskytnutí informace podle zákona č. 106/1999 Sb., o svobodném přístupu k informacím, ve znění pozdějších předpisů.
5. Veškeré změny nebo doplňky této smlouvy (včetně změny bankovního spojení, změny sídla, změny právně jednající osoby nebo zastoupení smluvní strany atd.) jsou vázány na souhlas smluvních stran a mohou být provedeny, včetně změn příloh, po vzájemné dohodě obou smluvních stran pouze formou písemného dodatku k této smlouvě. Smluvní dodatky musí být řádně označeny, pořadově vzestupně číslovány, datovány a podepsány oprávněnými zástupci obou smluvních stran. Nemůže jít k tíži smluvní strany, které nebyl v souladu s touto smlouvou zaslán dodatek ohledně změny údajů v záhlaví smlouvy, že i nadále užívá při komunikaci s druhou smluvní stranou údaje původně uvedené.
6. Smluvní strany sjednávají pravidla pro doručování vzájemných písemností tak, že písemnosti se zasílají v elektronické podobě prostřednictvím datových schránek. Nelze-li použít datovou schránku, zasílají se prostřednictvím provozovatele poštovních služeb na adresu uvedenou v záhlaví této smlouvy. V případě dle čl. II odst. 6 a čl. IV odst. 7 této smlouvy sjednávají smluvní strany komunikaci rovněž prostřednictvím e-mailových adres kontaktních osob uvedených v záhlaví smlouvy. Vady služby lze uplatnit rovněž způsobem uvedeným v čl. V odst. 2 této smlouvy. Pro účel uvedený v čl. IV odst. 7 této smlouvy sjednávají smluvní strany rovněž možnost elektronické komunikace prostřednictvím e-mailové adresy objednatele epodatelna@sshr.cz.
7. Tato smlouva se uzavírá v elektronické formě a bude podepsána oprávněnými osobami zaručeným elektronickým podpisem..
8. Tato smlouva je platná ode dne, kdy podpis připojí smluvní strana, která ji podepisuje jako poslední a účinná ode dne zveřejnění v registru smluv.
9. Smluvní strany prohlašují, že se s obsahem této smlouvy před jejím podpisem řádně seznámily a na důkaz toho připojují oprávnění zástupci smluvních stran své podpisy.
10. Nedílnou součástí smlouvy jsou tyto přílohy:
Příloha č. 1 - Krycí list nabídky

Příloha č. 2 - Licenční podmínky služeb technické podpory produktů společnosti ORACLE

V Praze dne: 30. června 2022

V Plzni dne: 30. června 2022

Za objednatele:

**Česká republika –
Správa státních hmotných rezerv**

Za poskytovatele:

CCA Group a.s.

.....
Ing. Miroslav Basel
ředitel Odboru zakázek

.....
Dana Sušeňová
předsedkyně představenstva

Příloha č. 1 – Krycí list nabídky

Produkt	Počet	Celková cena v Kč bez DPH	Celková výše DPH v Kč	Celková cena v Kč včetně DPH
Oracle Internet Application Server Enterprise Edition - Processor Perpetual	2	203.150	42.661,50	245.811,50
Oracle Internet Developer Suite Named User Perpetual	1	25.394	5.332,74	30.726,74
Oracle Database Standard Edition 2 - Processor Perpetual	2	202.503	42.525,63	245.028,63
Oracle Database Standard Edition 2 - Processor Perpetual	2	83.934	17.626,14	101.560,14
Cena celkem		514.981	108.146,01	623.127,01

Příloha č. 2 – Licenční podmínky služeb technické podpory produktů společnosti ORACLE



Oracle Software Technical Support Policies



Effective Date: 06-May-2022

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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).

Use of Services

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

2. SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant order or payment plan, financing or leasing agreement with Oracle or an Oracle affiliate ("payment plan"). Your payment or commitment to pay is required to process your technical

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

Support Period

Technical support is effective upon the 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 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 2022 - July 2022. 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.
15. **Oracle Essbase 11.1.2:** The Extended Support fee will be waived for the period January 2022 – December 2022. During this period, you will receive Extended Support as described in the Oracle Technical Support Levels section below.
16. **Oracle Exadata Storage Server Software 12.2 and 18.1:** The Extended Support fee will be waived for the 12.2 software release for the period February 2022 – January 2023. The Extended Support fee will be waived for the 18.1 software release for the period October 2022 – September 2023. During these periods, 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 and Oracle Food and Beverage 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 the qualifying Oracle Hospitality and Oracle Food and Beverage 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, very slow page or image loading, or 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, failure to view a single report, password resets, or non-functional loyalty programs).
- 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 SULLS/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 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, and User Data Repository Network Function Edition
- 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 Services

If you acquire any of the following Advanced Customer Services 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](#) (no longer available effective March 21, 2022)
- [Oracle Functional Help Desk for Oracle Hospitality](#)
-
- [ACS 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](#).

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		
9.1	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:

PEOPLESOFT CAMPUS SOLUTIONS PROGRAM RELEASE	AVAILABILITY
9.0	January 1, 2021 – December 31, 2021 January 1, 2022 – December 31, 2022

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.

Legislative Updates for PeopleSoft 9.2 Global Payroll Localizations

Legislative Updates for PeopleSoft 9.2 Global Payroll Localizations (“PeopleSoft 9.2 Payroll Localizations”) is available for select countries for Oracle PeopleSoft HCM release 9.2. If you acquire PeopleSoft 9.2 Payroll Localizations, Oracle will use commercially reasonable efforts to provide one calendar year of payroll related legislative updates for PeopleSoft HCM 9.2 Global Payroll and Absence Management, including start-of-year updates and end-of-year updates.

PeopleSoft 9.2 Payroll Localizations is available only for the applicable Oracle PeopleSoft HCM Release 9.2 payroll modules and the countries identified in Your order.

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

Legislative Updates for PeopleSoft 9.2 Global Payroll Localizations	AVAILABILITY
Peoplesoft HCM Release 9.2	January 1, 2023 - December 31, 2023 January 1, 2024 - December 31, 2024 January 1, 2025 - December 31, 2025 <i>Program Planned Beyond 2025</i>

The following restrictions and limitations apply:

1. Your licensed PeopleSoft HCM Release 9.2 must be currently supported with Software Update License & Support. PeopleSoft 9.2 Payroll Localizations will be delivered through My Oracle Support.
2. Any module other than PeopleSoft 9.2 Global Payroll and Absence Management, as indicated above, is specifically excluded, including, but not limited to the Human Resource module.
3. Legislative updates for PeopleSoft 9.2 Global Payroll Localizations are not cumulative and You must acquire this service for each available calendar without skipping any years.
4. Contractual caps on technical support fees do not apply to PeopleSoft 9.2 Payroll Localizations, unless expressly stated otherwise in the applicable order. PeopleSoft 9.2 Payroll Localizations are not subject to the Reinstatement of Oracle Technical Support section above.

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	
9.1	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	
9.1	January 1, 2021 – December 31, 2021 January 1, 2022 – December 31, 2022	

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 ²

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.

¹ Extended Support ended 31-Mar-2021.

² Extended Support ended 31-Mar-2021. Economy version is available for renewal for CY 2022 (January 1, 2022 – December 31, 2022) for existing customers only if the renewal is purchased prior to December 1, 2021. Beginning with December 1, 2021, the Economy version of Oracle Market-Driven Support for Oracle Database 11g Release 2 will no longer be available for purchase and/or renewal.

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.

Severity 1 Fixes for Business Intelligence Applications 11g Release 10.2

Severity 1 Fixes for Business Intelligence Applications 11.1.1.10.2 (BI Apps 11g R10.2) is available only for the specific BI Apps 11g R10.2 components included with Your license that are identified in the [Oracle Business Intelligence Applications 11.1.1.10.2 Certification Matrix](#) and for the periods listed below:

SEVERITY 1 FIXES FOR BUSINESS INTELLIGENCE APPLICATIONS	AVAILABILITY
Business Intelligence Applications 11.1.1.10.2	August 01, 2022 – December 31, 2023

If you purchase Severity 1 Fixes for BI Apps 11g R10.2 on Your order, Oracle will provide Severity 1 Fixes, critical security updates, and upgrade advice for the BI Apps 11g R10.2 products for the term identified above, including the following:

1. Workarounds and/or fixes for Severity 1 service requests (“SRs”) delivered by Oracle through My Oracle Support using commercially reasonable efforts.
2. Periodic critical security fixes and updates, delivered as technical notes, on a schedule determined by Oracle, provided solely at Oracle’s discretion for issues that pose a potential Severity 1 business risk, and subject to the limitations defined below.
3. One BI Apps 11g R10.2 upgrade planning workshop (“Workshop”) that includes:
 1. Two remote sessions to present an overview of the new features included in BI Apps 11g R10.2 or higher that is covered by Software Update License & Support;
 2. Guidance and advice delivered remotely by Oracle regarding Your BI Apps 11g R10.2 upgrade preparation and planning, limited to four participants named by You.
4. An assigned Technical Account Manager (TAM) that serves as an escalation point of contact for assistance with patch download or installation issues.

Severity 1 Fixes for BI Apps 11g R10.2 is subject to the following limitations and exclusions:

1. Your Supported BI Apps 11g R10.2 products must be currently supported with Software Update License & Support.
2. Security fixes will be limited to high or critical Common Vulnerability Scoring System (CVSS) scores CVSS 7 or greater, or as otherwise determined at Oracle’s sole discretion.
3. Oracle will use commercially reasonable efforts to provide Severity 1 and security fixes and deliver periodic updates as technical notes at Oracle’s discretion, not to exceed a quarterly cadence.
4. Support is limited to the BI Apps 11g R10.2 products included with Your license that are specified in the [Oracle Business Intelligence Applications 11.1.1.10.2 Certification Matrix](#) and that are certified with Java Development Kit (JDK) 7.

5. Support for any Java products, including JDK 7, is specifically excluded from Severity 1 Fixes for BI Apps 11g 10.2; Java products are subject to separate Java product support policies and timelines, including any required JDK 7.
6. Any functional updates, enhancements, or issues associated with Third Party Software are specifically excluded.
7. Any activities related to new certifications, specifications, or standards, including certification with new browsers and/or operating system releases, are specifically excluded.
8. Embedded components in the Oracle WebLogic Server that rely upon desupported releases of Java products are excluded.
9. Support for the BI Apps 11g 10.2 products is available only for the platforms specified in the [Oracle Business Intelligence Applications 11.1.1.10.2 Certification Matrix](#).

Severity 1 Fixes for Fusion Middleware 11g

Severity 1 Fixes for Fusion Middleware 11g is available only for the specific Fusion Middleware components included with Your license that are identified in the table below, (“Supported FMW 11g Products”) and for the periods listed below:

Product	Version	Availability	Availability
Oracle Access Manager (OAM)	11.1.2.3	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Adaptive Access Management (OAAM)	11.1.2.3	January 1, 2022 – December 31, 2022	Not available
Oracle Application Development Framework (ADF)	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle BPEL Process Manager	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Business Activity Monitoring (BAM)	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Business Intelligence Enterprise Edition (OBIEE)	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Business Intelligence Publisher	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Business Process Management Suite	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Coherence	3.7.1	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Data Integrator	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle HTTP Server	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Identity Manager (OIM)	11.1.2.3	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Internet Directory ("OID")	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle JDeveloper	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Service Bus (OSB)	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle SOA Suite	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Traffic Director	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Unified Directory (OUD)	11.1.2.3	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle Virtual Directory (OVD)	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle WebCenter Content	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle WebCenter Portal	11.1.1.9.0	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023
Oracle WebLogic Server	10.3.6	January 1, 2022 – December 31, 2022	January 1, 2023 – December 31, 2023

If you purchase Severity 1 Fixes for Fusion Middleware 11g on Your order, Oracle will provide Severity 1 Fixes, critical security updates, and upgrade advice for the Supported FMW 11g Products for one calendar year, including the following:

1. Workarounds and/or fixes for Severity 1 service requests ("SRs") delivered by Oracle through My Oracle Support using commercially reasonable efforts.
2. Periodic critical security patches and updates, including cryptography library fixes, on a schedule determined by Oracle, provided solely at Oracle's discretion for issues that pose a potential Severity 1 business risk, and subject to the limitations defined below.
3. One Fusion Middleware 11g upgrade planning workshop ("Workshop") that includes:
 - i Two remote sessions to present an overview of the new features included in the Oracle Fusion Middleware release 12c or higher that is covered by Software Update License & Support;
 - ii Guidance and advice delivered remotely by Oracle regarding Your Oracle Fusion Middleware 11g upgrade preparation and planning, limited to four participants named by You.
4. An assigned Technical Account Manager (TAM) that serves as an escalation point of contact for assistance with patch download or installation issues.

Severity 1 Fixes for Oracle Fusion Middleware 11g is subject to the following limitations and exclusions:

1. Your Supported FMW 11g Products must be currently supported with Software Update License & Support.
2. Security fixes will be limited to high or critical Common Vulnerability Scoring System (CVSS) scores CVSS 7 or greater, or as otherwise determined at Oracle's sole discretion.
3. Oracle will use commercially reasonable efforts to provide Severity 1 and security fixes and deliver periodic updates as Bundle Patches ("BPs") at Oracle's discretion, not to exceed a quarterly cadence.
4. Support is limited to the Supported FMW 11g Products included with Your license that are specified in the table above and that are certified with Java Development Kit (JDK) 7.
5. Support for any Java products, including JDK 7, is specifically excluded from Severity 1 Fixes for Fusion Middleware 11g; Java products are subject to separate Java product support policies and timelines, including any required JDK 7.
6. Any functional updates, enhancements, or issues associated with Third Party Software, including updates to cryptography functionality, are specifically excluded.
7. Any activities related to new certifications, specifications, or standards, including cryptographic APIs of any kind, including certification with new browsers and/or operating system releases, are specifically excluded.
8. Embedded components in the Oracle WebLogic Server that rely upon desupported releases of Java products are excluded.
9. Support for the Supported FMW 11g Products is available only for the following platforms. All platforms must be on versions currently supported by the vendor with Error Correction Support.
 - a. Linux 5
 - b. AIX
 - c. Red Hat EL

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 (Critical Outage)

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 (Significant Impairment)

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 (Technical Issue)

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

Severity 4 (General Guidance)

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

10. 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](#).