

Číslo jednací: MMR-28113/2017-24
Číslo smlouvy v CES: 5609
Číslo úkolu: 3691/5168/6/24
3691/5168/7/24

Smlouva o technické podpoře BI licencí Oracle (NUP)
(dále jen „smlouva“)

Smluvní strany:

Česká republika – Ministerstvo pro místní rozvoj
se sídlem: Staroměstské nám. 6, Praha 1, 110 15
zastoupená: RNDr. Blankou Fischerovou, ředitelkou Odboru správy monitorovacího systému
IČO: 66002222
Bankovní spojení: [REDAKCE]
Číslo účtu: [REDAKCE]
dále jen „uživatel“

na straně jedné

a

Asseco Central Europe, a.s.
zapsaná v OR vedeným u Městského soudu v Praze, spisová značka B8525
se sídlem: Budějovická 778/3a, 140 00 Praha 4
zastoupená: Hanou Bečkovou, prokuristkou
IČO: 27074358
DIČ: CZ27074358
Bankovní spojení: [REDAKCE]
Číslo účtu: [REDAKCE]
dále jen „poskytovatel“

na straně druhé

uzavřely níže uvedeného dne, měsíce a roku v souladu s § 1746 odst. 2 zákona č. 89/2012 Sb., občanský zákoník a v návaznosti na zákon č. 134/2016 Sb., o zadávání veřejných zakázek za podmínek dále uvedených touto smlouvou:

Článek I.
Úvodní ustanovení

1. Tato smlouva se uzavírá na základě zadávacích podmínek uživatele, které uživatel zveřejnil v rámci zadávacího řízení uveřejněné ve Věstníku veřejných zakázek pod evidenčním číslem ZZ017-007207 a která se týká zadávacího řízení vyhlášeného uživatelem na realizaci projektu „Technická podpora BI licencí Oracle (NUP)“.
2. Účelem této smlouvy je zajištění technické podpory databázových BI licencí - Business Intelligence Enterprise - platforma Oracle, které se využívají v Manažerském informačním systému (dále jen „MIS“) uživatele. Na základě Smlouvy CES 4892 byla technická podpora BI licencí Oracle (NUP) zajištěna do 31. 12. 2016.

Článek II.
Předmět plnění

1. Předmětem této smlouvy je závazek poskytovatele zajistit technickou podporu pro SW licence databázového systému Oracle pro MIS uživatele (dále jen „technická podpora“). Poskytovatel se zavazuje zajistit technickou podporu v následujícím rozsahu:

Oracle Business Intelligence & Database		
Produkt	Počet	CSI
Oracle Database Enterprise Edition - Named User Plus Perpetual	130	18414834
Oracle Partitioning - Named User Plus Perpetual	130	18414834
Oracle Diagnostics Pack - Named User Plus Perpetual	130	18414834
Oracle Tuning Pack - Named User Plus Perpetual	130	18414834
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	125	18414834
Oracle Business Intelligence Server Administrator - Named User Plus Perpetual	1	18414834
Oracle Data Integrator Enterprise Edition - Named User Plus Perpetual	125	18414834
Oracle WebLogic Server Standard Edition - Named User Plus Perpetual	20	18414834
Oracle Database Enterprise Edition - Named User Plus Perpetual	95	19803218
Oracle Diagnostics Pack - Named User Plus Perpetual	95	19803218
Oracle Data Integrator Enterprise Edition - Named User Plus Perpetual	100	19803218
Oracle Partitioning - Named User Plus Perpetual	95	19803218
Oracle Tuning Pack - Named User Plus Perpetual	95	19803218
Oracle Business Intelligence Suite Enterprise Edition Plus - Named User Plus Perpetual	100	19791705

Technická podpora bude zajištěna na období od 1. 1. 2017 do 31. 12. 2019, čímž plynule naváže na dosavadní technickou podporu poskytovanou do 31. 12. 2016 a bude obsahovat minimálně:

- zajištění dostupnosti nových verzí software a zajištění možnosti přechodu na vyšší verze či jiné platformy OS v ceně podpory (bez dalších poplatků),
- zajištění dostupnosti servisních verzí pro udržení kroku s vývojem verzí hardware a operačního systému,

- zajištění dostupnosti opravných service packů, patchů, hotfixů a bezpečnostních oprav vydaných výrobcem SW,
 - zajištění dostupnosti dokumentace k novým verzím software,
 - nepřetržitou elektronickou pomoc při řešení problémů a dotazů uživatele, 24 hodin denně, 7 dní v týdnu,
 - činnost bude zajišťována v souladu se všeobecnými podmínkami, které jsou definovány dokumentací společnosti Oracle na:
 - o <http://www.oracle.com/us/corporate/contracts/license-service-agreement/index.html>.
 - o kontaktní osobou bude oprávněná osoba MMR, která má funkční login (Oracle Support).
2. Poskytovatel tímto výslovně prohlašuje, že je subjektem oprávněným k poskytnutí práv specifikovaných v odst. 1. v tam uvedeném rozsahu.
 3. Uživatel se touto smlouvou zavazuje zaplatit poskytovateli za předmět plnění této smlouvy dohodnutou smluvní cenu a dále se zavazuje vyvinout veškerou potřebnou součinnost k převzetí předmětu plnění a dodržování všech omezení užívání stanovených zákonem a touto smlouvou.

Článek III. Místo plnění

Místem plnění předmětu smlouvy je sídlo uživatele na adrese:

Česká republika – Ministerstvo pro místní rozvoj
Staroměstské náměstí 6
Praha 1

Článek IV. Termín plnění

1. Poskytovatel se zavazuje zajistit technickou podporu na dané období nejpozději do 10 pracovních dnů od účinnosti smlouvy.
2. Předpokládaný termín ukončení poskytování služeb technické podpory je sjednán do 31. 12. 2019.
3. Dodání technické podpory poskytovatel doloží „Dokladem o poskytnutí podpory“ (dále jen „Doklad“). Doklad bude potvrzen uživatelem. Po potvrzení Dokladu se tento stane podkladem pro fakturaci. Fakturace technické podpory bude rozčleněna na období do 31. 12. 2017 a po 1. 1. 2018. Zajištění technické podpory na první rok bude provedena a fakturována do 15 pracovních dnů od účinnosti smlouvy. Technická podpora pro každý další rok bude dodávána a fakturována vždy k příslušnému výročí účinnosti smlouvy.

Článek V. Smluvní cena a platební podmínky

1. Cena za předmět plnění dle čl. II byla dohodou smluvních stran stanovena ve výši 7 311 400,00 Kč bez DPH (slovy: sedm milionů tři sta jedenáct tisíc čtyři sta korun českých), daň z přidané hodnoty ve výši 21% činí 1 535 394,00 Kč (slovy: jeden milion pět set třicet pět tisíc tři sta devadesát čtyři korun českých), celková cena činí tedy 8 846 794,00 Kč včetně DPH (slovy: osm milionů osm set čtyřicet šest tisíc sedm set devadesát čtyři korun českých).

Tato cena je sjednána jako konečná a nepřekročitelná. Její překročení je přípustné pouze v případě, pokud v průběhu plnění předmětu zakázky dojde ke změně daňových předpisů s dopadem na cenu.

2. Cena dle jednotlivých položek:

Položka	CSÍ	Počet	Metrika	Cena podpory za 1.rok v Kč bez DPH	Cena podpory za 2.rok v Kč bez DPH	Cena podpory za 3.rok v Kč bez DPH	Cena celkem v Kč bez DPH	DPH v Kč při sazbě 21%	Cena celkem v Kč včetně DPH
Oracle Database Enterprise Edition	18414834	130	NUP	297 400,00	308 500,00	315 500,00	919 400,00	193 074,00	1 112 474,00
Oracle Partitioning	18414834	130	NUP	71 900,00	74 100,00	76 300,00	222 300,00	46 883,00	268 983,00
Oracle Diagnostics Pack	18414834	130	NUP	31 300,00	32 300,00	33 200,00	96 800,00	20 328,00	117 128,00
Oracle Tuning Pack	18414834	130	NUP	31 300,00	32 300,00	33 200,00	96 800,00	20 328,00	117 128,00
Oracle Business Intelligence Suite Enterprise Edition Plus	18414834	125	NUP	601 800,00	619 850,00	638 450,00	1 860 100,00	390 621,00	2 250 721,00
Oracle Business Intelligence Server Administrator	18414834	1	NUP	14 000,00	14 400,00	14 800,00	43 200,00	9 072,00	52 272,00
Oracle Data Integrator Enterprise Edition	18414834	125	NUP	207 500,00	213 700,00	220 200,00	641 400,00	134 694,00	776 094,00
Oracle WebLogic Server Standard Edition	18414834	20	NUP	9 700,00	10 000,00	10 300,00	30 000,00	6 300,00	36 300,00
Oracle Database Enterprise Edition	19803218	95	NUP	224 200,00	230 700,00	237 600,00	692 500,00	145 425,00	837 925,00
Oracle Diagnostics Pack	19803218	95	NUP	35 400,00	36 500,00	37 600,00	109 500,00	22 995,00	132 495,00
Oracle Data Integrator Enterprise Edition	19803218	100	NUP	223 500,00	230 100,00	237 000,00	690 600,00	145 026,00	835 626,00
Oracle Partitioning	19803218	95	NUP	54 300,00	55 900,00	57 600,00	167 800,00	35 238,00	203 038,00
Oracle Tuning Pack	19803218	95	NUP	23 700,00	24 400,00	25 100,00	73 200,00	15 372,00	88 572,00
Oracle Business Intelligence Suite Enterprise Edition Plus	19791705	100	NUP	539 500,00	555 700,00	572 600,00	1 667 800,00	350 238,00	2 018 038,00
Celková nabídková cena				2 365 500,00	2 436 450,00	2 509 450,00	7 311 400,00	1 535 394,00	8 846 794,00

Technická podpora: 1. rok: doba jednoho roku od 1. 1. 2017 do 31. 12. 2017

2. rok: doba jednoho roku bezprostředně navazující na „rok 1“

3. rok: doba bezprostředně navazující na „rok 2.“ do 31. 12. 2019

3. Úhrada bude prováděna v české měně na základě příslušného daňového dokladu vystaveného poskytovatelem. Poskytovatel je oprávněn vystavit daňový doklad po řádném předání a převzetí jednotlivých dílčích plnění v souladu s čl. IV. této smlouvy. Uživatel nebude poskytovat zálohy před zahájením plnění.

Stanoveny jsou tři fakturační milníky:

První fakturační milník – faktura bude vystavena nejpozději do 15 pracovních dnů od účinnosti smlouvy, fakturace služeb (technické podpory) provedených za období od 1. 1. 2017 až do 31. prosince 2017;

Druhý fakturační milník – faktura bude vystavena do 15. prosince 2017, fakturace služeb (technické podpory) bude provedena za období od 1. ledna 2018 do 31. prosince 2018;

Třetí fakturační milník – faktura bude vystavena do 15. prosince 2018, fakturace služeb (technické podpory) bude provedena za období od 1. ledna 2019 do 31. prosince 2019.

4. Lhůta splatnosti každého daňového dokladu je 30 dní ode dne jeho doručení uživateli. Úhrada faktury bude provedena bankovním převodem. Faktura musí být uživateli doručena nejpozději do 15. 12. daného roku, aby mohla být proplacena v tomtéž kalendářním roce. V případě nedodání její splatnost počíná 1. ledna následujícího roku.
5. Daňové doklady budou vystaveny v souladu se zákonem č. 563/1991 Sb., o účetnictví; musí obsahovat náležitosti stanovené v § 28 zákona č. 235/2004 Sb., o dani z přidané hodnoty a § 435 zákona č. 89/2012 Sb., občanský zákoník. Součástí každého daňového dokladu je Doklad o poskytnutí podpory.
6. V záhlaví daňového dokladu-faktury bude výrazně uveden název uživatele včetně osoby, která ho zastupuje a její funkce, název a registrační číslo projektu („Zajištění podpory BI licenci Oracle (NUP)“, CZ.08.2.125/0.0/0.0/15_002/0000091) a budou zvýrazněna slova **OPTP 2014-2020**, číslo smlouvy v CES.
7. Nebude-li faktura obsahovat stanovené náležitosti, nebo v ní nebudou správně uvedené údaje, je uživatel oprávněn vrátit ji do data splatnosti s uvedením chybějících náležitostí nebo nesprávných údajů. V takovém případě se přeruší doba splatnosti a nová lhůta splatnosti počne běžet doručením opravené faktury uživateli.
8. Poskytovatel dodá uživateli fakturu ve 2 vyhotoveních za účelem potřeby uživatele prokazovat způsobilé výdaje.

Článek VI.

Odpovědnost za škodu

1. Smluvní strany se zavazují k vyvinutí maximálního úsilí k předcházení škodám a k minimalizaci vzniklých škod.
2. Žádná ze smluvních stran není odpovědná za škodu způsobenou prodlením druhé smluvní strany s jejím vlastním plněním.
3. Smluvní strany se zavazují upozornit druhou smluvní stranu bez zbytečného odkladu na vzniklé okolnosti vylučující odpovědnost bránící řádnému plnění této smlouvy. Smluvní strany se zavazují k vyvinutí maximálního úsilí k odvrácení a překonání okolností vylučujících odpovědnost.

Článek VII.

Sankce

1. V případě prodlení uživatele s úhradou fakturované částky je poskytovatel oprávněn požadovat úrok z prodlení v zákonné výši za každý den prodlení.

2. V případě, že poskytovatel bude v prodlení s plněním předmětu smlouvy nebo nedodrží termín poskytnutí služby vymezené předmětem plnění, je uživatel oprávněn žádat po poskytovateli zaplacení smluvní pokuty ve výši 50 000 Kč za každý den prodlení. Právo na náhradu škody tím není dotčeno.
3. V případě, že bude poskytovatel v prodlení s plněním povinnosti dle čl. XI. odst. 1 této Smlouvy, je uživatel oprávněn žádat po poskytovateli zaplacení smluvní pokuty ve výši 1 000 Kč za každý den prodlení. Právo na náhradu škody tím není dotčeno.

Článek VIII. Mlčenlivost

Pokud nestanoví Smlouva o dodržování bezpečnostních opatření v rámci spolupráce uzavřená zároveň s touto smlouvou jinak, poskytovatel se zavazuje během plnění smlouvy i po ukončení smlouvy zachovávat mlčenlivost o všech skutečnostech, o kterých se dozví od uživatele v souvislosti s plněním smlouvy. Tato povinnost se vztahuje i na poddodavatele. Za každý jednotlivý případ porušení povinnosti mlčenlivosti je stanovena sankce ve výši 100 000 Kč. Tato sankce bude uhrazena na účet uživatele do 30 dnů ode dne zjištění porušení povinnosti mlčenlivosti na základě vystavené faktury doručené poskytovateli.

Článek IX. Spolupůsobení při výkonu finanční kontroly

Poskytovatel je podle ustanovení § 2 písm. e) zákona č. 320/2001 Sb., o finanční kontrole ve veřejné správě a o změně některých zákonů, ve znění pozdějších předpisů (dále „ZFK“), osobou povinnou spolupůsobit při výkonu finanční kontroly prováděné v souvislosti s úhradou zboží nebo služeb z veřejných výdajů nebo z veřejné finanční podpory, tj. poskytovatel je povinen podle § 13 ZFK poskytnout požadované informace a dokumentaci kontrolním orgánům (Řídicímu orgánu Operačního programu Technická pomoc Ministerstva pro místní rozvoj ČR, Evropské komisi, Evropskému účetního dvoru, Evropskému úřadu pro boj proti podvodům, Nejvyššímu kontrolnímu úřadu, příslušnému finančnímu úřadu a dalším oprávněným orgánům) a vytvořit kontrolním orgánům podmínky k provedení kontroly vztahující se k předmětné veřejné zakázce a poskytnout jim součinnost.

Článek X. Publicita a archivace

1. Poskytovatel prohlašuje, že tato smlouva neobsahuje obchodní tajemství a souhlasí s tím, aby ji uživatel včetně všech příloh a dodatků uveřejnil na profilu uživatele. Uživatel je oprávněn uveřejnit na profilu uživatele i všechny ostatní informace v rozsahu dle ZZVZ.
2. Poskytovatel je povinen uchovávat veškeré originální dokumenty související s realizací veřejné zakázky po dobu uvedenou a závazných právních předpisech upravujících oblast zadávání veřejných zakázek, nejméně však po dobu 10 let od finančního ukončení projektu, zároveň však alespoň do 31. 12. 2027. Po tuto dobu je poskytovatel povinen umožnit osobám oprávněným k výkonu kontroly projektů provést kontrolu dokladů souvisejících s realizací veřejné zakázky. Po tuto dobu je poskytovatel povinen umožnit osobám oprávněným k výkonu kontroly projektů provést kontrolu dokladů souvisejících s realizací veřejné zakázky.

3. Smluvní strany se dohodly, že v souladu se zák. č. 340/2015 Sb., o zvláštních podmínkách účinnosti některých smluv, uveřejňování těchto smluv a o registru smluv, tuto Smlouvu v registru smluv uveřejní uživatel.

Článek XII. Odstoupení od smlouvy

1. Uživatel je oprávněn od smlouvy odstoupit, pokud
 - a) nebude schválena částka ze státního rozpočtu následujícího roku, která je potřebná k úhradě za plnění poskytované podle této smlouvy v následujícím roce. Uživatel prohlašuje, že do 30 dnů po vyhlášení zákona o státním rozpočtu ve Sbírce zákonů oznámí poskytovateli, že nebyla schválena částka ze státního rozpočtu následujícího roku, která je potřebná k úhradě za plnění poskytované podle této smlouvy v následujícím roce.
 - b) dojde k podstatnému porušení smlouvy ze strany poskytovatele. Za toto podstatné porušení se považuje zejména prodlení Poskytovatele s plněním svých závazků dle této Smlouvy po dobu delší deseti (10) dnů,
2. Poskytovatel je oprávněn od smlouvy odstoupit, pokud
 - a) dojde k podstatnému porušení smlouvy ze strany uživatele. Za toto podstatné porušení se považuje prodlení uživatele s úhradou ceny za plnění předmětu dle této Smlouvy o více než třicet (30) dnů, pokud uživatel nezjedná nápravu ani do třiceti (30) dnů od doručení písemného oznámení Poskytovateli o takovém prodlení se žádostí o jeho nápravu.
3. Pro zamezení jakýchkoliv pochybností Smluvní strany sjednávají, že oznámení se žádostí o nápravu ve smyslu předchozích odstavců může být doručeno kdykoliv po započeti prodlení jedné ze Smluvních stran.
4. Odstoupením od smlouvy nezanikají práva smluvních stran na úhradu splatné smluvní pokuty, na náhradu škody, práva z duševního vlastnictví k již předaným dílům, povinnosti záručního servisu, povinnost mlčenlivosti a jiná ustanovení předpokládaná zákonem nebo smlouvou.
5. Odstoupením se tato Smlouva ukončuje dnem doručení oznámení o odstoupení. Nezanikají však ustanovení, která mají podle zákona nebo této Smlouvy trvat i po jejím zrušení.
6. Smluvní strany se dále dohodly, že odstoupení od Smlouvy musí být písemné, jinak je neplatné. Odstoupení je účinné ode dne, kdy bylo doručeno druhé Smluvní straně. V pochybnostech se má za to, že právní účinky doručení odstoupení Poskytovateli nastávají 10. dnem od jeho odeslání v poštovní zásilce s dodejkou.

Článek XIII. Ukončení Smlouvy dohodou či výpovědí

1. Tato Smlouva může být před uplynutím sjednaného trvání ukončena dohodou obou Smluvních stran. Tato dohoda vyžaduje ke své účinnosti písemnou formu.
2. Tato Smlouva může být před uplynutím sjednaného trvání dále ukončena výpovědí ze strany uživatele, který je oprávněn vypovědět Smlouvu, jestliže je splněna kterákoliv z těchto podmínek:
 - a) Poskytovatel ztratí trvale nebo dlouhodobě podnikatelské oprávnění k výkonu činností, k nimž se touto Smlouvou zavazuje; Poskytovatel je povinen neprodleně oznámit uživateli i pouhý

fakt, že je proti němu vedeno správní řízení o odebrání podnikatelského oprávnění k výkonu činnosti podle této Smlouvy;

- b) je s přihlédnutím ke všem okolnostem zřejmé, že činnost Poskytovatele nevede z důvodů, které leží na jeho straně, k vytváření plnění;
 - c) v případě přenechání/převodu/přechodu práv a povinností Poskytovatele z této Smlouvy na třetí osobu bez písemného souhlasu uživatele;
 - d) Poskytovatel vstoupí do likvidace;
 - e) vůči majetku Poskytovatele probíhá insolvenční řízení, v němž bylo vydáno rozhodnutí o úpadku, nebo insolvenční návrh byl zamítnut proto, že majetek Poskytovatele nepostačuje k úhradě nákladů insolvenčního řízení, nebo byl konkurs zrušen proto, že majetek Poskytovatele byl zcela nepostačující nebo byla zavedena nucená správa podle zvláštních právních předpisů;
3. Výpovědní lhůta pro ukončení Smlouvy se sjednává na 2 (dva) měsíce pro obě Smluvní strany, její běh začíná prvním dnem měsíce následujícího po měsíci, v němž došlo k doručení výpovědi druhé Smluvní straně. Poskytovatel se zavazuje dodržovat standardy poskytování služeb až do okamžiku skutečného faktického ukončení Smlouvy.

Článek XIV.

Postoupení smlouvy a pohledávek

Poskytovatel není oprávněn postoupit práva, povinnosti a závazky ze smlouvy třetí osobě nebo jiným osobám bez předchozího písemného souhlasu uživatele.

Článek XV.

Platnost smlouvy

1. Tato smlouva nabývá platnosti a účinnosti dnem podpisu oprávněnými zástupci obou smluvních stran.
2. Tato smlouva se uzavírá na dobu určitou, do 31. 12. 2019.

Článek XVI.

Závěrečná ustanovení

1. Tato smlouva je uzavřena ve čtyřech (4) stejnopisech s platností originálu, z nichž každá strana obdrží po dvou (2) stejnopisech.
2. Nedílnou součástí této smlouvy jsou následující přílohy:
 - obchodní podmínky výrobce vztahující se k licencím a technické podpoře dle předmětu této veřejné zakázky [Technická podpora BI licencí Oracle (NUP)]
 - dokument v českém nebo slovenském jazyce o oprávnění k prodeji licencí a technické podpory dle předmětu této veřejné zakázky [Technická podpora BI licencí Oracle (NUP)]
3. V případě, že některé ustanovení této smlouvy bude v budoucnosti posouzeno z důvodu nesrozumitelnosti nebo neurčitosti jako zdánlivé (nicotné), a nepodaří-li se tuto nesrozumitelnost či neurčitost ujednání dodatečně mezi stranami vyjasnit, pak se posoudí vliv takové vady na smlouvu analogicky podle ustanovení § 576 občanského zákoníku.

4. Smluvní strany se dohodly, že vylučují aplikaci ustanovení § 557 občanského zákoníku.
5. Smluvní strany prohlašují, že si tuto Smlouvu přečetly, že s jejím obsahem souhlasí a na důkaz toho k ní připojují svoje podpisy.

Článek XVII.

Postup po ukončení smluvního vztahu


Jestliže je Smlouva ukončena dohodou, výpovědí či odstoupením před dokončením plnění, Smluvní strany protokolárně provedou inventarizaci veškerých plnění, prací a dodávek provedených k datu, kdy Smlouva byla ukončena a na tomto základě provedou vyrovnání vzájemných závazků a pohledávek z toho pro ně vyplývajících.


Poskytovatel:

Uživatel:

V Praze dne 30. 6. 2017

V Praze dne 30. 6. 2017


Asseco Central Europe, a.s.
Hana Bečková
prokuristka


Česká republika
Ministerstvo pro místní rozvoj
RNDr. Blanka Fischerová
ředitelka Odboru správy
monitorovacího systému

Oracle Software Technical Support Policies

Effective Date: 24-July-2017

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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 Phase Forward, 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 Phase Forward and Nimbula programs will be provided to you in writing.

References to the Technical Support Policies in former Oracle, or vendors acquired by Oracle, agreements may vary (e.g., Software Support Services Terms and Conditions, Maintenance Services Policy, Standard Maintenance Program, product support policy, Support Services policies, Support Maintenance Agreement, Maintenance and Technical Support Agreement, Maintenance and Support Schedule 2.0, and Licensee Support Services Policy).

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

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

2. Support Terms

Technical Support Fees

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

Support Period

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

License Set

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

*As specified on Oracle's price list.

**Programs that share the same source code are:

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

If you are an Oracle partner and provide first line support to an end user (e.g., Embedded Software License ("ESL"), Application Specific Full Use ("ASFU"), or any other Oracle authorized provision of first line support), a license set consists of all of the end user's licenses of the program(s) embedded or included in the Application Package pursuant to the ESL Distribution Agreement, ASFU Distribution Agreement, or other distribution

agreement between you and Oracle. If the end user also has Full Use licenses supported directly by you, then those Full Use licenses must also be supported at the same level as the ASFU or ESL licenses.

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

Matching Service Levels

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

Reinstatement of Oracle Technical Support

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

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

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

Pricing following Reduction of Licenses or Support Level

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

Custom Application Bundles

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

Unsupported Programs

Customers with unsupported programs are not entitled to download, receive, or apply 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 (1) primary and four (4) 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 (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

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

Program Updates

Update means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and 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”](#) (PDF)
- For fusion middleware programs view [“Lifetime Support Policy: Coverage for Fusion Middleware”](#) (PDF)
- For application programs view [“Lifetime Support Policy: Coverage for Applications”](#) (PDF)
- For retail application programs view [“Lifetime Support Policy: Coverage for Retail Applications”](#) (PDF)

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

Exceptions - For customers with a current support contract running:

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

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

PeopleSoft application maintenance, which includes but is not limited to: images, patches, bundles, and maintenance packs, may require an upgrade to a newer version of PeopleTools.

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

2. **Oracle Database 12c Release 1 (12.1):** The Extended Support fee has been waived for the period of August 2018 – July 2019. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 11gR2:** The Extended Support fee has been waived for the period of February 2015 - December 2018. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
4. **Oracle Database 10gR2:**

For customers running Oracle Database 10gR2 on:

Platform	Availability
HP OpenVMS on Itanium	For the period of August 2016 – July 2017, Extended Support will continue to be available but will be at then-current Extended Support fees. During this period, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
IBM z/OS	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. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
6. **JD Edwards EnterpriseOne and JD Edwards World:**

- a. **JD Edwards EnterpriseOne 9.0, JD Edwards EnterpriseOne 9.0 Update 2 (i.e., 9.0.2) and/or JD Edwards EnterpriseOne 9.1 releases:** The Extended Support fee will be waived for the entire Extended Support Period. Please review the Lifetime Support policy for Extended Support timeframes.
 - b. **JD Edwards World A9.2, JD Edwards World A9.2.1, and/or JD Edwards World A9.3:** The Extended Support fee will be waived for the entire Extended Support period. Please review the Lifetime Support policy for Extended Support timeframes.
7. **Java SE 6:** The Extended Support fee will be waived from January 2016 – December 2018.
 8. **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.
 9. **Oracle Enterprise Manager Cloud Control 12.1:** The Extended Support fee will be waived from November 2016 – October 2017.
 10. **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 2018.

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

11. **InForm 4.5.6:** For Sustaining Support for the InForm 4.6.5 program release, Oracle will continue to provide Severity 1 fixes through October 2018.
12. **Clintrial Integration Solutions (CIS) 4.6.2.:** For Sustaining Support for the Clintrial Integration Solutions (CIS) 4.6.2 program release, Oracle will continue to provide Severity 1 fixes through March 2020.

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 OFSAA and OBP Regulatory Update 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>
- Until December 31, 2018, remote program updates and patch installation assistance for DIVA programs during normal business hours
- 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 (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>

Notes:

1. Hardware certification will be provided for the first six (6) years from the date a release of the Oracle Linux program becomes generally available. After six (6) 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: <http://www.oracle.com/us/support/contact/health-sciences-license-support/index.html>
- Non-technical customer service during normal business hours

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

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

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

Severity Level ¹	Response Time Goal	Update or Resolution
Severity 1	5 minutes	1 hour

Severity 2	2 hours	6 hours
Severity 3	8 hours	24 hours
Severity 4	24 hours	48 hours

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

- Severity 1: Major system disruption (e.g., a major disruption in business-critical system operability or functionality, server crash or total system failure)
- Severity 2: Severe system disruption (e.g., A severe disruption in business-critical functionality that does not impact the entire system such as: significant number of workstations/terminals unable to perform or post transactions, loss of ability to perform payment functions, total Loss of reporting (local or hosted), loss of all printing, failure to reset totals or complete EOD/SOD/Night Audit, reposting for a given date or range of date, an error within the portal that is preventing the customer from doing any function within the MyMicros portal, or very slow page or image loading, inaccessible tools interface)
- Severity 3: Single function failure (e.g., a minor disruption in operability or functionality that does not impact the entire system such as: timekeeping issues, isolated printing failure, isolated workstation/terminal failure, MyMicros unable to review one report within the portal password resets for Oracle Cloud Applications, or Icare loyalty program that is not functioning or has stopped working)
- Severity 4: Minor/Procedural issue or question (e.g., programming or configuration related questions, questions relating to functionality, operability, or formatting or cosmetic problems)

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program. Unless otherwise stated in this section, supported program releases eligible for Extended Support will receive Software Update License & Support limited to 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
- 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 - Java SE program releases eligible for Extended Support will receive Java SE Support limited to the following:

- 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_WWW@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 & Integrated Diameter Intelligence Hub - Network Function Editions; Common Signaling; Performance Intelligence Center Network Function Edition; Policy Management Network Function Edition; User Data Repository Network Function Edition; Perpetual license of Session Border Controller, Session Router, Core Session Manager, Mobile Security Gateway, and Subscriber-Aware Load Balancer; Application Orchestrator and Evolved Communications Application Server; Net-Net Central applications; Elastic Charging Engine and Charging Traffic Monitor; Network Service Orchestration; Convergent Charging Controller; Recharge and Voucher Management; and Notification Gateway.

Oracle Communications Network Software Premier Support consists of:

- Program updates, fixes, security alerts and critical patch updates
- Upgrade scripts (availability may vary by program)
- Certification with most new third-party products/versions (availability may vary by program)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases, and documentation updates
- Remote installation of Oracle Communications Network Premier Programs
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

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

Severity Level	Response Time ¹	Remote Restoration Time ¹	Resolution Time ¹
Severity 1	15 minutes	6 hours	30 calendar days
Severity 2	15 minutes	48 hours	30 calendar days

Severity 3	N/A	N/A	180 calendar days
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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 in support of Java SE 6 and Java SE 7 program releases only.

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:

Java SE Support and Java SE Support for ISVs	Availability
Java SE 6 Program Release	Through December 31, 2018
Java SE 7 Program Release	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.

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.

Oracle Priority Support

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

Oracle Priority Support Advantage

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

Oracle Priority Support Connected

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

Oracle Functional Help Desk for Oracle Retail and Hospitality

If you acquire Oracle Functional Help Desk for Oracle Retail and Hospitality on your order, Oracle will provide Oracle Functional Help Desk for Oracle Retail and Hospitality as described [here](#).

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](#).

North American Payroll Tax Updates

North American Payroll Tax Updates is available for the PeopleSoft HRMS Payroll for North America program releases specified in the North American Payroll Tax Updates Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of tax updates for the applicable PeopleSoft HRMS Payroll for North America program release, including tax updates for that calendar year made available in January of the

following calendar year. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

The following North American Payroll Tax Updates Service Availability Matrix describes the service availability and time frames.

PeopleSoft HRMS Payroll for North American Program Releases	Availability
8.8	January 1, 2012 – December 31, 2018
8.9	January 1, 2013 – December 31, 2017
9.0	July 1, 2015 – December 31, 2018
9.1	February 1, 2018 – December 31, 2019

In order to acquire North American Payroll Tax Updates, your licensed PeopleSoft HRMS Payroll for North American program must be currently supported with Software Update License & Support. North American 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. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above.

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

Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is available for Oracle E-Business Suite release 11.5.10. If you purchase this service, you will receive the following (formerly referred to as "Tier 1 Support"):

Severity 1 fixes, security updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is currently available for a fee to customers currently supported with Software Update License & Support. Please see the Lifetime Support section above for additional information.

This service is available for the following period:

Oracle E-Business Suite Program Release	Availability	Availability
11.5.10	January 1, 2016 – December 31, 2016	January 1, 2017 – December 31, 2017

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

The following restrictions and limitations apply:

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

- Details about the process for creating and releasing Security Updates is described on My Oracle Support in [Additional Coverage Options for 11.5.10 E-Business Suite Sustaining Support \(Doc ID 1596629.1\)](#)

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

If you renew Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite release 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Severity 1 Fixes and Financials Legislative Updates for Oracle E-Business Suite is not subject to the Reinstatement policies stated above.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for Oracle E-Business Suite release 11.5.10 cumulative update 2. Customers who acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will receive one (1) tax year of payroll legislative updates for the Oracle E-Business Suite 11.5.10 release. In order to acquire Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your licensed Oracle E-Business Suite Payroll must be currently supported with Software Update License & Support.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is available for the following countries and tax years:

Country	2014 Tax Year	2015 Tax Year	2016 Tax Year
United Kingdom	See note 1 below	April 6, 2014 – April 5, 2015	April 6, 2015 – April 5, 2016
United States	See note 1 below	January 1, 2015 – December 31, 2015	January 1, 2016 – December 31, 2016

Notes:

1. For the specified countries and tax years noted above, payroll regulatory updates are provided under Sustaining Support to customers with a current support contract. Please see the Lifetime Support section above for additional information.

Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 will be delivered through My Oracle Support and will require the latest available HRMS R11i RUP (See [My Oracle Support](#) document [Mandatory Family pack/Rollup patch \(RUP\) levels for Oracle Payroll \(Doc ID 295406.1\)](#)).

If you renew Payroll Legislative Updates for Oracle E-Business Suite 11.5.10, your renewal fee for such services will be based on the current pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 is not subject to the Reinstatement policies stated above.

Financial and Payroll Legislative Updates for JD Edwards

Financials and Payroll Legislative Updates for JD Edwards is available for JD Edwards EnterpriseOne program releases XE, 8.0 and 8.12 and JD Edwards World program releases A7.3, A8.1 and A9.1. If you purchase these services, you will receive one (1) calendar year of financials and payroll legislative updates and Severity 1 fixes for the applicable JD Edwards release. In order to acquire Financials and Payroll Legislative Updates for JD Edwards, your licensed JD Edwards EnterpriseOne and/or JD Edwards World program must be currently supported with Software Update License & Support.

The Financials and Payroll Legislative Updates for JD Edwards service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3, Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates. Tier 1, Tier 2 and Tier 3 consists of services for more than one country.

Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates consist of services for an individual country.

The components are as follows:

Tier 1 - Tier 1 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s), and payroll legislative and financials legislative updates for the applicable calendar year for the United States and Canada. If you purchase Tier 1, your fee for such services will be based on the then-current Tier 1 fee.

Tier 2 - Tier 2 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

	JD Edwards EnterpriseOne	JD Edwards World
Payroll Legislative Updates	United States, Canada, Australia and New Zealand	United States, Canada
Financials Legislative Updates	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan and China

Tier 3 - Tier 3 consists of: Severity 1 fixes, United States Tax Form 1099 updates for the applicable tax year(s) and payroll legislative and financials legislative updates for the applicable calendar year and for the countries and programs specified in the table below. If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.

	JD Edwards EnterpriseOne	JD Edwards World
Payroll Legislative Updates	United States, Canada, Australia and New Zealand	United States, Canada
Financials Legislative Updates	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, New Zealand, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia, Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan and China

Single Country Financial Legislative Updates: Single Country Financial Legislative Updates consists of: Severity 1 fixes and financial legislative updates for the programs and countries specified in the table below. If you purchase Single Country Financial Legislative Updates, your fee for such service will be based on the then-current Single Country for Financial Legislative Updates fee.

Program	Countries
JD Edwards EnterpriseOne	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand, and India
JD Edwards World	United States, Mexico, Brazil, United Kingdom, Ireland, Japan, and China

Single Country Payroll Legislative Updates: Single Country Payroll Legislative Updates consists of: payroll legislative updates for the programs and countries specified in the table below. If you purchase Single Country Payroll Legislative Updates, your fee for such service will be based on the then-current Single Country for Payroll Legislative Updates fee.

Program	Countries
JD Edwards EnterpriseOne	United States, Canada, Australia, and New Zealand
JD Edwards World	United States and Canada

Information on financials and payroll legislative updates for JD Edwards and applicable countries is available on [My Oracle Support](#) (i.e., [JD Edwards EnterpriseOne Globalizations \(Doc ID 752291.1\)](#) and [JD Edwards World Globalizations \(Doc ID 745085.1\)](#)). Financials and Payroll Legislative Updates for JD Edwards will be delivered through My Oracle Support.

The following apply to the JD Edwards EnterpriseOne and JD Edwards World program releases for which Financials and Payroll Legislative Updates service is available:

- Oracle will not provide financial and payroll legislative updates any sooner or with any greater scope than what is made available under a subsequent release of JD Edwards EnterpriseOne (i.e., JD Edwards EnterpriseOne 9.1 or higher) or JD Edwards World (i.e., JD Edwards World A9.3 or higher).
- Country-specific financials legislative updates (“localized updates”) provided under Tier 2, Tier 3 and Single Country Financial Legislative Updates and Single Country Payroll Legislative Updates will only be made available if such localized updates are also made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World. In the event localized updates are provided for additional countries in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World, such localized updates for the additional countries will not be provided for the JD Edwards EnterpriseOne and JD Edwards World program releases included under the Financials and Payroll Legislative Updates service.
- Due to architectural or other changes between a subsequent release of JD Edwards EnterpriseOne or JD Edwards World and the eligible program releases under the Financials and Payroll Legislative Updates for JD Edwards service, Oracle may not provide all localized updates that are made available in a subsequent release of JD Edwards EnterpriseOne or JD Edwards World.

If you renew Financials and Payroll Legislative Updates for JD Edwards, 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. Financials and Payroll Legislative Updates for JD Edwards 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 Service Availability Matrix below (“PeopleSoft Enterprise Applications”). Customers who acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft HCM and FSCM will receive one (1) calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

PeopleSoft HCM and FSCM Program Release	Availability
9.0	July 1, 2015 – December 31, 2017
9.1	February 1, 2018 – December 31, 2019

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.

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.

Oracle Market-Driven Support for Oracle Database 10g Release 2

Oracle Market-Driven Support for Oracle Database 10g Release 2 is available for the Oracle Database Enterprise Edition Release 10.2.0.5. The service is available for the following periods:

Service	Availability		
Oracle Market-Driven Support for Oracle Database 10g Release 2	August 1, 2015 – July 31, 2016	August 1, 2016 – July 31, 2017	August 1, 2017 ¹ – July 31, 2018

¹Effective August 1, 2017, the following platforms will no longer be eligible for support under Oracle Market-Driven Support for Oracle Database 10g Release 2:

- a. Microsoft Windows (32 bit); and
- b. Microsoft Windows (64 bit)

If you purchase Oracle Market-Driven Support for Oracle Database 10g Release 2, you will receive the following services for the number of production 10.2.0.5 databases identified in your order:

1. Oracle Market-Driven Support for Oracle Database 10g Release 2 will be limited to Severity 1 fixes and critical patch update(s) ("CPU").
2. A database upgrade planning workshop ("Workshop") that includes:
 - a. One (1) remote presentation for up to four (4) hours, not to exceed thirty (30) attendees to provide advice and guidance on the creation of your upgrade plan from Oracle Database Enterprise Edition Release 10.2.0.5 to an Oracle Database Enterprise Edition Release that is covered by Software Update License & Support; and
 - b. After the conclusion of the Workshop, Oracle will provide telephone support (Monday through Friday, 9:00am to 5:00pm local time, excluding local holidays) to respond to questions and offer guidance regarding your upgrade plan for up to the number of hours identified in your order.
3. Access to Oracle's Unlimited Learning Subscription ("ULS") for up to five (5) Named Users. The ULS includes Training On Demand, Learning Streams and Cloud Learning Subscription access. More information on ULS can be found at <http://education.oracle.com/us/terms/termspolicies030115.html>

Your fee for Oracle Market-Driven Support for Oracle Database 10g Release 2 services will be based upon Oracle's then current pricing in effect at the time of your order.

In order to acquire Oracle Market-Driven Support for Oracle Database 10g Release 2 services, your licensed Oracle database(s) must be currently supported with Software Update License & Support. Severity 1 fixes and CPUs will be delivered through My Oracle Support.

Oracle Market-Driven Support for Oracle Database 10g Release 2 services are not renewable or available after July 31, 2018. 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 10g Release 2 services are not subject to the Reinstatement policies stated above.

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>.

Oracle VM 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>.

Exadata Premier Support

For information regarding renewals of Exadata Premier Support, please refer to the Exadata Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

6. Web-Based Customer Support Systems

My Oracle Support

Access to My Oracle Support is governed by the Terms of Use posted on the My Oracle Support web site. The Terms of Use are subject to change and a copy of these terms is available upon request. 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., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), Nimbula, and MS CRM (for MICROS Systems).

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 My Oracle Support 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 Security Practices

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

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

Please note that global customer support services and systems are not designed to accommodate special security controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any health, payment card or other sensitive data that requires protections greater than those specified in the [Global Customer Support Security Practices](#). Information on how to remove sensitive data from your submission is available in My Oracle Support at <https://support.oracle.com/CSP/main/article?cmd=show&type=NOT&id=1227943.1>.

Notwithstanding the restriction above, some customers may have executed agreements with Oracle governing Global Customer Support's handling of the personal data of residents in the European Economic Area ("EEA Personal Data") as well as protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA"). If you would like to submit EEA Personal Data or PHI to Oracle as part of receiving technical support services, you must:

- Execute either (i) EU standard Contractual Clauses or data transfer agreement, or (ii) a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services
- Submit EEA Personal Data or PHI only in service request attachments on the My Oracle Support customer portal
- Not include EEA Personal Data or PHI in the body of service requests (other than contact information required for Oracle to respond to the SR)
- When prompted in My Oracle Support, indicate that the service request attachment may contain EEA Personal Data or PHI

9. Severity Definitions

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

Severity 1*

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

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

Reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications Network Software Premier Support and Oracle Communications Network Software Support & Sustaining Support, please see the Oracle Communications Network Premier & Sustaining Support and Oracle Communications Network Software Support & Sustaining Support sections above.

Except as otherwise specified, Oracle provides 24 hour support for Severity 1 service requests for supported programs (OSS will work 24x7 until the issue is resolved) when you remain actively engaged with OSS working toward resolution of your Severity 1 service request. You must provide OSS with a contact during this 24x7 period, either on site or by phone, to assist with data gathering, testing, and applying fixes. You are requested to

propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2*

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

Severity 3*

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

Severity 4*

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

* For Phase Forward programs (i.e., Clinical Development Center, Clintrial, Empirica (Gateway, Signal, Trace), InForm, and LabPas), the severity levels are denoted as P0, P1, P2 and P3 and correspond to the above as follows: P0= Severity 1; P1=Severity 2, P2=Severity 3 and P3=Severity 4.

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 COMMERCIALLY 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](#).



Oracle Czech s.r.o.

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Česká Republika

tel. (420) 221438150
fax. (420) 221438151
<http://www.oracle.cz>

V Praze dne 16.1.2017

Partnerství v OraclePartnerNetwork

Potvrzujeme, že společnost **Asseco Central Europe, a.s.**, je partnerem společnosti Oracle Czech s.r.o. a členem partnerské sítě OraclePartnerNetwork. Partnerství úrovně PLATINUM je platné do 22.5.2017.

Společnost má platnou Smlouvu o distribuci programů pro plné využití a Dodatek pro veřejný sektor ke smlouvě o distribuci programů pro plné využití.

S pozdravem,



Generální ředitel
Oracle Czech s.r.o.



Oracle Czech s.r.o.,
Aviatica, U Trezorky 921/2
158 00 Praha 5, Jinonice
DIČ: CZ61498483
tel. (420) 221438150 ①

ORACLE

V Praze dne 1.8.2017

Partnerství v OraclePartnerNetwork

Potvrzujeme, že společnost **Asseco Central Europe, a.s.**, je partnerem společnosti Oracle Czech s.r.o. a členem partnerské sítě OraclePartnerNetwork. Partnerství úrovně PLATINUM je platné do 22.5.2018.

Společnost má platnou Smlouvu o distribuci programů pro plné využití a Dodatek pro veřejný sektor ke smlouvě o distribuci programů pro plné využití.

S pozdravem,



Renata Dvorakova
Generální ředitelka
Oracle Czech s.r.o.

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