

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

622



**FROM:** Riverside County Information Technology (RCIT)

**SUBMITTAL DATE:**  
April 2, 2015

**SUBJECT:** Approve the PeopleSoft Hardware and Systems Replacement Agreement with BIAS Corporation, for five years, All Districts [\$4,297,926 – includes \$1,261,684 for five years of maintenance support], RCIT Operating Budget

**RECOMMENDED MOTION:** That the Board of Supervisors:

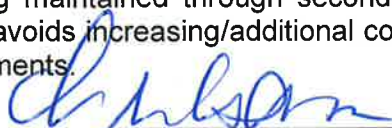
1. Approve and execute the agreement with BIAS Corporation for the PeopleSoft hardware and systems replacement for an amount not to exceed \$3,601,859 for five years; and
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, to sign amendments that do not change the substantive terms of the agreement as approved by County Counsel, including amendments to support costs that do not exceed a 4% annual increase.

**BACKGROUND:**

**Summary**

The County's PeopleSoft hardware is six years old and beyond useful-life. This request is to purchase a replacement enterprise computing environment for Riverside County Information Technology (RCIT) and the PeopleSoft Enterprise environment. Currently, the system is being maintained through secondary market service providers at a post-warranty higher cost. This purchase avoids increasing/additional costs to extend the life of the existing system beyond useful-life support agreements.

(Continued on page 2)

  
Christopher M. Hans  
Interim Chief Information Officer

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 0	\$ 859,585	\$ 4,297,926	\$ 252,337	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** RCIT Operating Budget  
**Budget Adjustment:** N/A  
**For Fiscal Year:** 14/15 - 18/19

**C.E.O. RECOMMENDATION:**

APPROVE  
 BY:   
 Jennifer L. Sargenti

County Executive Office Signature

**MINUTES OF THE BOARD OF SUPERVISORS**

FORM APPROVED COUNTY COUNSEL  
 BY:   
 ANITA C. WILLIS  
 DATE: 4-2-15

PURCHASING & FLEET SERVICES  
 Departmental Concurrence  
  
 Lisa Brandl, Director

- A-30
- Positions Added
- 4/5 Vote
- Change Order

Prev. Agn. Ref.: \_\_\_\_\_ District: ALL Agenda Number: \_\_\_\_\_

**3-16**

**SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA  
FORM 11: Approve the PeopleSoft Hardware and Systems Replacement Agreement with BIAS  
Corporation, for five years, All Districts [\$4,297,926], RCIT Operating Budget**

**DATE: April 2, 2015**

**PAGE: 2 of 2**

**BACKGROUND:**

**Summary (continued)**

There are additional benefits of new hardware beyond improved stability and maintenance cost savings. This new environment will allow the County to maintain the current PeopleSoft software and to facilitate the planned future growth and expansion of its main modules, the financial and human capital systems. It will provide Riverside County with a replacement computing platform for its electronic financial records consisting of vendors, payments, inter- and intra-fund transfers, revenue and expense records, including employee information and tax records. In addition to the systems listed above, an enhanced server platform has the capacity to grow over time to support the deployment of new PeopleSoft Enterprise Financial Management and Human Capital Management modules.

RCIT recommends moving forward with this purchase as there is a risk in continuing to operate the existing hardware beyond its original service life.

**Impact on Residents and Businesses**

This hardware protects the interest of residents, businesses and employees of Riverside County by providing a secure platform for the County's core financial and human capital computer system.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

The following is the cost for the award to BIAS plus a 15 percent contingency and financing interest for the complete project.

Materials (hardware, tax, shipping etc.)	\$1,579,420
Services (implementation, data migration, etc.)	760,755
Support and Maintenance (5 years)	1,261,684
Contingency (15%)	580,488
Interest (1.49%)	115,579
<b>TOTAL PROJECT COST</b>	<b>\$4,297,926</b>

The project cost will be financed over a five (5) year period with Bank of America, the county-award financing authority, for a total estimated interest cost of \$115,579 based on a competitive rate of 1.49 percent. The financing period does not include maintenance and support costs which will be paid from the RCIT approved operating budget.

Contingency will be used in order to purchase any additional product or services identified during the project which, if not resolved, may impact the completion in the time allocated. Standard procurement procedures will be followed in order to acquire any additional products or services.

**Contract History and Price Reasonableness**

Riverside County Purchasing, on behalf of RCIT, issued a Request for Proposal (RFP) #ITARC-298 on October 22, 2014, soliciting proposals for a turnkey solution to support the County's Enterprise PeopleSoft financials and HR system including hardware replacement, application migration, and professional services to perform the required tasks and ongoing support of the hardware and software that comprise the new system. Three bidders responded to the solicitation and the RCIT technical evaluation committee reviewed all proposals as well as participated in systems demonstrations. BIAS Corporation was found to be the most responsive, responsible bidder for technical ability and best cost. After a best and final offer request, pricing ranged from \$3,328,046 to \$6,562,448.

**PROFESSIONAL SERVICE AGREEMENT**

**for**

**PEOPLESFT HARDWARE PLATFORM AND ASSOCIATED SYSTEMS SERVICE  
REPLACEMENT PROJECT**

**between**

**COUNTY OF RIVERSIDE**

**and**

**BIAS Corporation**



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This Agreement, made and entered into this 7th day of April, 2015, by and between BIAS Corporation, (herein referred to as "CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, (herein referred to as "COUNTY"). The parties agree as follows:

**1. Description of Services**

**1.1** CONTRACTOR shall provide all services as outlined and specified in Exhibit A, Scope of Services, at the prices stated in Exhibit B, Payment Provisions.

**1.2** CONTRACTOR represents that it has the skills, experience, and knowledge necessary to perform under this Agreement and the COUNTY relies upon this representation. CONTRACTOR shall perform in conformance to and consistent with the highest standards of firms/professionals in the same discipline in the State of California.

**1.3** CONTRACTOR affirms this it is fully apprised of all of the work to be performed under this Agreement; and the CONTRACTOR agrees it can properly perform this work at the prices stated in Exhibit B. CONTRACTOR is not to perform services or provide products outside of the Agreement.

**1.4** Acceptance by the COUNTY of the CONTRACTOR's performance under this Agreement does not operate as a release of CONTRACTOR's responsibility for full compliance with the terms of this Agreement.

**2. Period of Performance**

**2.1** This Agreement shall be effective upon signature of this Agreement by both parties and continues in effect through project completion, estimated to be November 2015, and support and maintenance will continue through November 2020, unless terminated earlier. CONTRACTOR shall commence performance upon signature of this Agreement by both parties and shall diligently and continuously perform thereafter. The Riverside County Board of Supervisors is the only authority that may obligate the County for a non-cancelable multi-year agreement.

**3. Compensation**

**3.1** The COUNTY shall pay the CONTRACTOR for services performed, products provided and expenses incurred in accordance with the terms of Exhibit B, Payment Provisions. Maximum payments by COUNTY to CONTRACTOR shall not exceed three million six hundred one thousand eight hundred fifty nine dollars (\$3,601,859) total project cost including all expenses, support and maintenance. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products. Unless otherwise specifically stated in

Exhibit B, COUNTY shall not be responsible for payment of any of CONTRACTOR's expenses related to this Agreement.

**3.2** No price increases will be permitted during the first year of this Agreement (If applicable). All price decreases (for example, if CONTRACTOR offers lower prices to another governmental entity) will automatically be extended to the COUNTY. The COUNTY requires written proof satisfactory to COUNTY of cost increases prior to any approved price adjustment. After the first year of the award, a minimum of 30-days advance notice in writing is required to be considered and approved by COUNTY. No retroactive price adjustments will be considered. Any price increases must be stated in a written amendment to this Agreement. The net dollar amount of profit will remain firm during the period of the Agreement. Annual increases shall not exceed the Consumer Price Index- All Consumers, All Items - Greater Los Angeles, Riverside and Orange County areas and be subject to satisfactory performance review by the COUNTY and approved (if needed) for budget funding by the Board of Supervisors.

**3.3** CONTRACTOR shall be paid only in accordance with an invoice submitted to COUNTY by CONTRACTOR per progress payment schedule, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to CONTRACTOR only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY. Prepare invoices in duplicate. For this Agreement, send the original and duplicate copies of invoices to:

**RIVERSIDE COUNTY INFORMATION TECHNOLOGY**

3450 14<sup>th</sup> Street

Riverside, CA 92501

Attn: Accounts Payable, 4<sup>th</sup> Floor

- a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; bill-to and ship-to addresses of ordering department/division; Reference number RFP #ITARC-298; quantities; item descriptions, unit prices, extensions, sales/use tax if applicable, and an invoice total.
- b) Invoices shall be rendered in accordance with the agreed upon progress payment schedule noted in Exhibit B, Section B.

**3.4** The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall arise for payment beyond June 30 of each calendar year unless funds are made available for such payment. In the event that such funds are not forthcoming for any

reason, COUNTY shall immediately notify CONTRACTOR in writing; and this Agreement shall be deemed terminated, have no further force, and effect.

#### **4. Alteration or Changes to the Agreement**

**4.1** The Board of Supervisors and the COUNTY Purchasing Agent and/or his designee is the only authorized COUNTY representatives who may at any time, by written order, alter this Agreement. If any such alteration causes an increase or decrease in the cost of, or the time required for the performance under this Agreement, an equitable adjustment shall be made in the Agreement price or delivery schedule, or both, and the Agreement shall be modified by written amendment accordingly.

**4.2** Any claim by the CONTRACTOR for additional payment related to this Agreement shall be made in writing by the CONTRACTOR within 30 days of when the CONTRACTOR has or should have notice of any actual or claimed change in the work, which results in additional and unanticipated cost to the CONTRACTOR. If the COUNTY Purchasing Agent decides that the facts provide sufficient justification, he may authorize additional payment to the CONTRACTOR pursuant to the claim. Nothing in this section shall excuse the CONTRACTOR from proceeding with performance of the Agreement even if there has been a change.

#### **5. Termination**

**5.1.** COUNTY may terminate this Agreement without cause upon 30 days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

**5.2** CONTRACTOR may terminate this Agreement without cause upon 180 days written notice served upon the COUNTY stating the intent and effective date of termination. CONTRACTOR will return funds to COUNTY on a pro-rata basis, if applicable.

**5.3** COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

**5.4** After receipt of the notice of termination, CONTRACTOR shall:

- (a) Stop all work under this Agreement on the date specified in the notice of termination; and
- (b) Transfer to COUNTY and deliver in the manner as directed by COUNTY any materials, reports or other products, which, if the Agreement had been completed or continued, would have been required to be furnished to COUNTY.

5.5 After termination, COUNTY shall make payment only for CONTRACTOR's performance up to the date of termination in accordance with this Agreement.

5.6 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement. In such event, CONTRACTOR shall not be entitled to any further compensation under this Agreement.

5.7 The rights and remedies of COUNTY provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or this Agreement.

**6. Ownership/Use of Contract Materials and Products**

The CONTRACTOR agrees that all materials, reports or products in any form, including electronic, created by CONTRACTOR for which CONTRACTOR has been compensated by COUNTY pursuant to this Agreement shall be the sole property of the COUNTY. The material, reports or products may be used by the COUNTY for any purpose that the COUNTY deems to be appropriate, including, but not limit to, duplication and/or distribution within the COUNTY or to third parties. CONTRACTOR agrees not to release or circulate in whole or part such materials, reports, or products without prior written authorization of the COUNTY.

**7. Conduct of Contractor**

7.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

7.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.

7.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.

7.4 The contractor, and any subcontractors, including employees working on this project, must have undergone, and passed to the satisfaction of both COUNTY and CONTRACTOR, a criminal background check equivalent to the LiveScan background check process currently conducted in the COUNTY. Evidence of this must be provided to the County prior to work being performed by the employee.

7.5 When accessing any COUNTY data center or communications closet, any CONTRACTOR, subcontractor and/or employee must be accompanied by a COUNTY employee who has already passed a Riverside County Sheriff Level I background check.

## 8. Inspection of Service; Quality Control/Assurance

8.1 All performance (which includes services and workmanship utilized in the performance of this Agreement) shall be subject to inspection and test by the COUNTY or other regulatory agencies at all times. The CONTRACTOR shall provide adequate cooperation to any inspector or other COUNTY representative to permit him/her to determine the CONTRACTOR's conformity with the terms of this Agreement. If any services performed or products provided by CONTRACTOR are not in conformance with the terms of this Agreement, the COUNTY shall have the right to require the CONTRACTOR to perform the services or provide the products in conformance with the terms of the Agreement at no additional cost to the COUNTY. When the services to be performed or the products to be provided are of such nature that the difference cannot be corrected; the COUNTY shall have the right to: (1) require the CONTRACTOR immediately to take all necessary steps to ensure future performance in conformity with the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced value of the services performed or products provided. The COUNTY may also terminate this Agreement for default and charge to CONTRACTOR any costs incurred by the COUNTY because of the CONTRACTOR's failure to perform.

8.2 COUNTY acknowledges that CONTRACTOR is not the manufacturer of Oracle products and that the only warranties offered are those of the manufacturer, not CONTRACTOR or its Affiliates. In purchasing Oracle products, COUNTY relies on the manufacturer's specifications and terms and conditions only and not on any statements or images that may be provided by CONTRACTOR or its Affiliates.

8.3 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

## **9. Independent Contractor/Employment Eligibility**

**9.1** The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.

**9.2** CONTRACTOR warrants that it shall make commercially reasonable efforts to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.

**9.3** Ineligible Person shall be any individual or entity who: Is currently excluded, suspended, debarred or otherwise ineligible to participate in the federal health care programs; or has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal health care programs after a period of exclusion, suspension, debarment, or ineligibility.

**9.4** CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services directly relative to this Agreement. CONTRACTOR shall screen all current Covered Individuals within sixty (60) days of execution of this Agreement to ensure that they have not become Ineligible Persons unless CONTRACTOR has performed such screening on same Covered Individuals under a separate agreement with COUNTY within the past six (6) months. Covered Individuals shall be required to disclose

to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify COUNTY within five (5) business days after it becomes aware if a Covered Individual providing services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an Ineligible Person.

**9.5** CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.

**9.6** CONTRACTOR shall notify COUNTY within five (5) business days if a Covered Individual or entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened. Such individual or entity shall be promptly removed from participating in any activity associated with this Agreement.

#### **10. Subcontract for Work or Services**

No contract shall be made by the CONTRACTOR with any other party for furnishing any of the work or services under this Agreement without the prior written approval of the COUNTY; but this provision shall not require the approval of contracts of employment between the CONTRACTOR and personnel assigned under this Agreement, or for parties named in the proposal and agreed to under this Agreement.

#### **11. Disputes**

**11.1** The parties shall attempt to resolve any disputes amicably at the working level. If that is not successful, the dispute shall be referred to the senior management of the parties. Any dispute relating to this Agreement, which is not resolved by the parties, shall be decided by the COUNTY's Purchasing Department's Compliance Contract Officer who shall furnish the decision in writing. The decision of the COUNTY's Compliance Contract Officer shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous to imply bad faith. The CONTRACTOR shall proceed diligently with the performance of this Agreement pending the resolution of a dispute.

**11.2** Prior to the filing of any legal action related to this Agreement, the parties shall be obligated to attend a mediation session in Riverside County before a neutral third party mediator. A second mediation

session shall be required if the first session is not successful. The parties shall share the cost of the mediations.

**12. Licensing and Permits**

CONTRACTOR shall comply with all State or other licensing requirements, including but not limited to the provisions of Chapter 9 of Division 3 of the Business and Professions Code. All licensing requirements shall be met at the time proposals are submitted to the COUNTY. CONTRACTOR warrants that it has all necessary permits, approvals, certificates, waivers and exemptions necessary for performance of this Agreement as required by the laws and regulations of the United States, the State of California, the County of Riverside and all other governmental agencies with jurisdiction, and shall maintain these throughout the term of this Agreement.

**13. Non-Discrimination**

CONTRACTOR shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

**14. Records and Documents**

CONTRACTOR shall make available, upon written request by any duly authorized Federal, State, or COUNTY agency, a copy of this Agreement and such books, documents and records as are necessary to certify the nature and extent of the CONTRACTOR's costs related to this Agreement. All such books, documents and records shall be maintained by CONTRACTOR for at least five years following termination of this Agreement and be available for audit by the COUNTY. CONTRACTOR shall provide to the COUNTY reports and information related to this Agreement as requested by COUNTY.

**15. Confidentiality**

**15.1** The CONTRACTOR shall not use for personal gain or make other improper use of privileged or confidential information which is acquired in connection with this Agreement. The term "privileged or confidential information" includes but is not limited to: unpublished or sensitive technological or scientific information; medical, personnel, or security records; anticipated material requirements or pricing/purchasing actions; COUNTY information or data which is not subject to public



disclosure; COUNTY operational procedures; and knowledge of selection of contractors, subcontractors or suppliers in advance of official announcement.

**15.2** The CONTRACTOR shall protect from unauthorized disclosure names and other identifying information concerning persons receiving services pursuant to this Agreement, except for general statistical information not identifying any person. The CONTRACTOR shall not use such information for any purpose other than carrying out the CONTRACTOR's obligations under this Agreement. The CONTRACTOR shall promptly transmit to the COUNTY all third party requests for disclosure of such information. The CONTRACTOR shall not disclose, except as otherwise specifically permitted by this Agreement or authorized in advance in writing by the COUNTY, any such information to anyone other than the COUNTY. For purposes of this paragraph, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particulars assigned to the individual, such as finger or voice print or a photograph.

**16. Administration/Contract Liaison**

The COUNTY Purchasing Agent, or designee, shall administer this Agreement on behalf of the COUNTY. The Purchasing Department is to serve as the liaison with CONTRACTOR in connection with this Agreement.

**17. Notices**

All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted two days after their deposit in the United States mail, postage prepaid:

**COUNTY OF RIVERSIDE**

Riverside County Information Technology  
3450 14<sup>th</sup> Street  
Riverside, CA 92501  
Attn: PCS

**CONTRACTOR**

BIAS Corporation  
1100 Abernathy Rd., Suite 950  
Atlanta, GA 30328  
Attn: BIAS Operations  
(operations@biascorp.com)

**18. Force Majeure**

If either party is unable to comply with any provision of this Agreement due to causes beyond its reasonable control, and which could not have been reasonably anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such party shall not be held liable for such failure to comply.

**19. EDD Reporting Requirements**

In order to comply with child support enforcement requirements of the State of California, the COUNTY may be required to submit a Report of Independent Contractor(s) form **DE 542** to the Employment Development Department. The CONTRACTOR agrees to furnish the required data and certifications to the COUNTY within 10 days of notification of award of Agreement when required by the EDD. This data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders. Failure of the CONTRACTOR to timely submit the data and/or certificates required may result in the contract being awarded to another contractor. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall constitute a material breach of Agreement. If CONTRACTOR has any questions concerning this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its local Employment Tax Customer Service Office listed in the telephone directory in the State Government section under "Employment Development Department" or access their Internet site at [www.edd.ca.gov](http://www.edd.ca.gov).

**20. Hold Harmless/Indemnification**

**20.1** CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend, at its sole expense, all costs, and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

**20.2** With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

**20.3** CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

**20.4** The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

**21. Insurance**

**21.1** Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage's during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents, or representatives as Additional Insureds.

**A. Workers' Compensation:**

If the CONTRACTOR has employees as defined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside.

**B. Commercial General Liability:**

Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of CONTRACTOR'S performance of its obligations hereunder. Policy shall name the COUNTY as Additional Insured. Policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

**C. Vehicle Liability:**

If vehicles or mobile equipment is used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned, or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a

general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the COUNTY as Additional Insureds.

**D. Professional Liability** Contractor shall maintain Professional Liability Insurance providing coverage for the Contractor's performance of work included within this Agreement, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Contractor's Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of this Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has Maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.

**E. General Insurance Provisions - All lines:**

1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

2) The CONTRACTOR must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or

reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. CONTRACTOR shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier shall sign the original endorsements for each policy and the Certificate of Insurance.

4) It is understood and agreed to by the parties hereto that the CONTRACTOR'S insurance shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

5) If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5) years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

8) CONTRACTOR agrees to notify COUNTY of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of this Agreement.

## **22. General**

**22.1** CONTRACTOR shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any attempt to delegate or assign any interest herein shall be deemed void and of no force or effect.

**22.2** Any waiver by COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of COUNTY to require exact, full, and complete compliance with any

terms of this Agreement shall not be construed as in any manner changing the terms or preventing COUNTY from enforcement of the terms of this Agreement.

**22.3** In the event the CONTRACTOR receives payment under this Agreement, which is later disallowed by COUNTY for nonconformance with the terms of the Agreement, the CONTRACTOR shall promptly refund the disallowed amount to the COUNTY on request; or at its option the COUNTY may offset the amount disallowed from any payment due to the CONTRACTOR.

**22.4** CONTRACTOR may provide partial delivery or shipment of services or products unless specifically stated in the Agreement.

**22.5** CONTRACTOR shall not provide any services or products subject to any chattel mortgage or under a conditional sales contract or other agreement by which an interest is retained by a third party. The CONTRACTOR warrants that it has good title to all materials or products used by CONTRACTOR or provided to COUNTY pursuant to this Agreement, free from all liens, claims, or encumbrances.

**22.6** Nothing in this Agreement shall prohibit the COUNTY from acquiring the same type or equivalent equipment, products, materials or services from other sources, when deemed by the COUNTY to be in its best interest. The COUNTY reserves the right to purchase more or less than the quantities specified in this Agreement.

**22.7** The COUNTY agrees to cooperate with the CONTRACTOR in the CONTRACTOR's performance under this Agreement, including, if stated in the Agreement, providing the CONTRACTOR with reasonable facilities and timely access to COUNTY data, information, and personnel.

**22.8** CONTRACTOR shall comply with all applicable Federal, State and local laws and regulations. CONTRACTOR will comply with all applicable COUNTY policies and procedures. In the event that there is a conflict between the various laws or regulations that may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

**22.9** CONTRACTOR shall comply with all air pollution control, water pollution, safety and health ordinances, statutes, or regulations, which apply to performance under this Agreement.

**22.10** CONTRACTOR shall comply with all requirements of the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by the U.S. Department of Labor and the State of California (Cal/OSHA).

**22.11** This Agreement shall be governed by the laws of the State of California. Any legal action related to the performance or interpretation of this Agreement shall be filed only in the Superior Court of the State of California located in Riverside, California, and the parties waive any provision of law providing for a change of venue to another location. In the event any provision in this Agreement is held by a court of

competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

**22.12** This Agreement, including any attachments or exhibits, constitutes the entire Agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

**22.13** Neither party will be liable for indirect, special or consequential damages (including loss of profits) of any kind even if advised of the possibility of such damages. Regardless of the form of any claim by COUNTY, BIAS' liability for damages shall in no event exceed the amount of fees paid by the COUNTY under this Agreement.

**22.14** Both parties agree that neither party, nor any of its subsidiaries or affiliate companies of such other party, will knowingly offer or solicit employment of the other's consultants or employees within 12 months of the completion date of this contract by BIAS, unless approved in writing by an officer of both parties.

**23. Delivery:**

CONTRACTOR shall deliver all products directly to COUNTY Information Technology locations in accordance with the instructions provided in the COUNTY Purchase Order. Addresses for delivery and installation at the 'Hot' and 'Warm' locations are as follows:

**23.1 RC3 (Hot) Main Data Center**  
Hosting Production environment  
1960 Chicago Ave.  
Riverside, CA 92507

**23.2 RCIC (Warm) Secondary Data Center**  
Hosting Test, Development & DR environment  
3450 14th St  
Riverside, CA 92501

**COUNTY:**

Riverside County Board of Supervisors  
4080 Lemon Street  
Riverside, CA 92501

Signature: \_\_\_\_\_

Print Name: Marion Ashley

Title: Chairman of the Board of Supervisors

Dated: \_\_\_\_\_

**CONTRACTOR:**

BIAS Corporation  
1100 Abernathy Rd., Suite 950  
Atlanta, GA 30328

Signature: \_\_\_\_\_

Print Name: Dinesh Senanayake

Title: Sr. Director of Operations

Dated: March 20, 2015

FORM APPROVED COUNTY COUNSEL  
BY: NEAL R. KIPNIS DATE: 3/20/15

# EXHIBIT A



## **EXHIBIT A – SCOPE OF SERVICES**

### **A1.0 Scope of Work (SOW)**

The services and product covered in this agreement is the PeopleSoft Hardware Platform and Associated System Services Replacement Project which will be executed at Riverside County Information Technology (RCIT) locations including 1960 Chicago Avenue, Riverside, CA; 3450 14<sup>th</sup> Street, Riverside, CA or as otherwise specified herein.

**A1.1** The scope of work (SOW) included below consists of an implementation timeline, testing, parallel testing (with current equipment), migration of all logical partitions, operating systems, applications and data from the County's current PeopleSoft hardware platform and associated systems to new hardware and services, replication between new and old equipment, diagram(s) to represent the architectural system, training for RCIT staff, sign off upon completed deliverables, and transfer of knowledge, training and services to RCIT.

**A1.2** Transfer of knowledge includes the dissemination of information by CONTRACTOR to Riverside County technical staff as it relates to system installation, configuration, operation, management, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.

**A2.0 Installation and Setup:** COUNTY will rely upon the CONTRACTOR to maintain the final project plan, including timeline schedule, without any additional down-time.

**A3.0 Site Visit:** A site visit is required by COUNTY to familiarize the CONTRACTOR with the physical location and existing equipment. The visit will be scheduled as part of the overall project plan.

### **A4.0 CONTRACTOR's Data Migration Services:**

**A4.1** CONTRACTOR shall evaluate the COUNTY environment to determine most effective methodology for migration of data from existing infrastructure to new infrastructure.

**A4.2** CONTRACTOR shall gather data relevant to and required for the infrastructure being deployed.

**A4.3** CONTRACTOR shall work with COUNTY staff to formulate plans to validate host applications after the data has been migrated to the new infrastructure.

**A4.4** CONTRACTOR shall design and implement a configuration for COUNTY infrastructure and business requirements such as:

**A4.4.1** Current server storage configuration, data layout, and content of the volumes to be migrated.

**A4.4.2** Priorities for Data Migration.

**A4.4.3** Implemented security measures.

**A4.4.4 Application access to data.**

**A4.5** CONTRACTOR shall produce a high level Migration Plan that explains standard methodology to validate any tools that will be implemented for this engagement. This document may be used as a supplement to any internal plans.

**A4.6** CONTRACTOR shall produce a Migration Guide, which provides the processes used for this engagement and implementation notes for any data replication tool customization performed for this engagement.

**A4.7** CONTRACTOR shall develop the migration design including, but not limited to, the following:

**A4.7.1** Detail the source-to-destination mapping.

**A4.7.2** Schedules and sequence the data migration.

**A4.7.3** Document the equipment locations.

**A4.7.4** Install the software in accordance with the migration design.

**A4.7.5** Perform the required tasks to conduct the data migrations defined.

**A4.7.6** Verify the target environment is available to the appropriate servers and that the software configuration of the server and storage is correct.

**A4.7.7** Perform the data migration of each data source as defined and sign off on the Migration Plan.

**A4.7.8** Configure and document the system configuration parameters in the Configuration guide.

**A4.7.9** Review the data migration results.

**A5.0 CONTRACTOR's Deliverables**

**A5.1** CONTRACTOR shall provide a system with comparable functionality and compatibility to replace the current hardware.

**A5.2** CONTRACTOR shall develop an implementation strategy to include but not be limited to the following:

**A5.2.1** An implementation timeline

**A5.2.2** Parallel testing with existing equipment

**A5.2.3** A test plan for implementation in accordance with testing RACI chart in section B5.0. The COUNTY will provide a series of test scripts that will be incorporated into the test plan.

**A5.2.4** A migration plan from the County's current PeopleSoft hardware platform and associated systems to the new hardware and services which identifies:

a) All logical partitions

- b) All operating systems
- c) All applications and data
- d) Include replication between new and old equipment
- e) Supporting Systems Integration

**A5.2.5** Diagram(s) to represent the architectural system

**A5.2.6** Training for RCIT staff

**A5.2.7** Training suitable to support on-site personnel from current PeopleSoft to the upgraded software and hardware which includes a comprehensive Transfer of Knowledge and services to RCIT. Transfer of Knowledge includes the dissemination of information by CONTRACTOR to Riverside County technical staff as it relates to system installation, configuration, operation, management, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.

**A5.2.8** Sign off upon completed deliverables

**A6.0 Assumptions:**

**A6.1** All items (including but not limited to hardware, software, and internal rack network cabling) required for the installation are available from the CONTRACTOR, prior to the start of the implementation services, unless otherwise agreed upon between COUNTY and CONTRACTOR.

**A6.2** All work will be performed at an agreed upon time between the COUNTY and the CONTRACTOR.

**A6.3** The cutover to production will be performed on a weekend and at an agreed upon date and time between the COUNTY and CONTRACTOR.

**A6.4** Projected Start Date: The project is estimated to begin immediately upon approval by the County Board of Supervisors.

**A6.5** The assigned CONTRACTOR's Project Manager will work in conjunction with the COUNTY Project Manager and be responsible to provide the following:

**A6.5.1 Planning**

- a) Project kick-off call agenda & notes
- b) Project kick-off call facilitation
- c) Identify project team and define roles & responsibilities
- d) Resource Scheduling
- e) Project Work Breakdown

**A6.5.2 Execution**

- a) Product tracking if applicable
- b) Project status call agenda & notes
- c) Weekly project status call facilitation
- d) Weekly project status report to include
  - i. Resource allocation
  - ii. Project milestones
  - iii. Issues / Risks / Escalations
  - iv. Project Team Priorities

**A6.5.3 Monitoring**

- a) Project deliverable review
- b) Scope management
- c) Document project change requests
- d) Timeline
- e) Project performance
- f) Risk
- g) Out of scope issues

**A6.5.4 Closing**

- a) Project closure and acceptance processing to include
  - i. Knowledge transfer with a complete system & documentation review to COUNTY including the Migration Guide as defined in section 4.6. Transfer of knowledge includes the dissemination of information by CONTRACTOR to COUNTY technical staff as it relates to system installation, configuration, operation, management, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.
  - ii. Document lesson learned

**A7.0 COUNTY Responsibilities:**

**A7.1** COUNTY will designate a representative to be the COUNTY Project Manager for the replacement project. This representative will be the focal point for coordinating efforts between the County and CONTRACTOR's Project Manager. The COUNTY Project Manager will have the authority to act on

the COUNTY's behalf in matters regarding this project, with the exception of change orders or the commitment of additional tasks affecting the final price of this project.

**A7.1.1 COUNTY Project Manager(s):**

John A. Kavorinos, Information Technology Officer III,  
Riverside County Information Technology  
Phone: (951) 955-3729

**A7.2** COUNTY will provide suitable workspace for the CONTRACTOR's Service Specialist(s) with telephone access during installation

**A7.3** COUNTY will provide user IDs, passwords, IP addresses and naming conventions required for completion of the service.

**A8.0 CONTRACTOR Responsibilities for Deliverables:**

**A8.1** CONTRACTOR will designate a representative to be the CONTRACTOR's Project Manager for the replacement project. This representative will be the focal point for coordinating efforts between the CONTRACTOR and COUNTY's Project Manager. The CONTRACTOR's Project Manager will have the authority to act on the CONTRACTOR's behalf in matters regarding this project, with the exception of change orders or the commitment of additional tasks affecting the final price of this project.

**A8.1.1 CONTRACTOR's Project Manager(s):**

Liborio "Lee" Curto, PMP, ITILv3  
Project Manager, BIAS Corporation  
1100 Abernathy Rd., Suite 950  
Atlanta, GA 30328  
Lee.curto@biascorp.com

**A8.2** CONTRACTOR shall provide a full on premise system at designated COUNTY facilities.

**A8.3** CONTRACTOR shall identify to COUNTY all items (peripherals, additional electrical, HVAC and network cabling) required for installation, migration, and replication prior to project start.

**A8.4** CONTRACTOR shall identify to COUNTY the time-line to complete, install or remediate any issue required for installation, migration and replication.

**A8.5** CONTRACTOR shall install and configure all components (including but not limited to all hardware, firmware, software, storage, logical partitions, and services).

**A8.6** CONTRACTOR shall upgrade all components to the latest release revision levels as necessary to provide comparable or similar to existing level of compatibility and supportability.

**A8.7** CONTRACTOR shall specify migration plans to migrate all production, development, training, test, and ancillary environments from existing to new including databases, application servers, and peripheral and supporting systems and components.

**A8.8** CONTRACTOR shall coordinate and migrate all production, development, training, test, and ancillary environments from existing to new including databases, application servers, and peripheral and supporting systems and components.

**A8.9** CONTRACTOR shall provide comprehensive training, documentation and knowledge transfer to COUNTY technical staff in regards to new platform. Transfer of knowledge includes the dissemination of information by CONTRACTOR to Riverside County technical staff as it relates to system installation, configuration, operation, management, and maintenance of the new system by means of hands-on training, formalized meetings, and relevant documentation.

**A8.10** CONTRACTOR shall provide one-month of onsite support after cutover to new platform.

**A8.11** CONTRACTOR shall provide COUNTY with a projected downtime schedule required making the conversion and upon approval of this schedule, the County will rely upon the successful bidder to maintain this schedule without any additional down-time.

**A8.12** CONTRACTOR shall migrate application and data from current platform to the new platform and replicate between existing and new.

**A8.13** CONTRACTOR shall provide a turn-key replacement of the current PeopleSoft hardware platform and associated system services.

**A8.14** CONTRACTOR shall ensure new system meets:

**A.8.14.a** My Oracle Support Certification Matrix requirements for PeopleSoft.

**A.8.14.b** IBM Certification Matrix requirements for Tivoli and PeopleSoft.

**A8.15** CONTRACTOR shall ensure new system implementation meets or exceeds all county businesses or services supported through the County's current PeopleSoft and associated system services.

**A8.15.a** Current Application(s) Services:

**A8.15.a.1** AIX

- i. PeopleSoft Financials 9.1
- ii. PeopleSoft HRMS 9.0
- iii. PeopleSoft HCM 9.2
- iv. PeopleSoft Base (COR application under FMS 9.1)
- v. PeopleTools 8.51
- vi. PeopleTools 8.52
- vii. PeopleTools 8.53
- viii. PeopleTools 8.54
- ix. Tivoli Workload Scheduler

x. Integration Broker

**A8.15.a.2** VMWare / Windows

- i. Quest Stat 5.5.5
- ii. Quest Stat 5.6.2
- iii. Quest Stat 5.7.1
- iv. Quest Toad 10.6.1.3
- v. Crystal 9 (Crystal is included within PeopleTools)
- vi. Crystal 2008
- vii. Convey Taxport 2013.11.2
- viii. Laserfiche
- ix. Talemtry

**A8.15.b** Interfaces

- i. FTP
- ii. SFTP

**A8.15.c** Databases

- i. Oracle 11g Enterprise Edition
- ii. Oracle Advanced Compression
- iii. Oracle Partitioning
- iv. Oracle Data Masking
- v. Oracle Advanced Security
- vi. Oracle Enterprise Manager 12C
- vii. Oracle RMAN

**A8.16** CONTRACTOR shall produce an activity report and checklist upon completion of work assignment to recap all activities as requested and show completion of the project.

**A8.17** The COUNTY requires the CONTRACTOR to be an expert in this field of endeavor, and therefore, no plea of error or omission will be an excuse to derive change orders for additional funding towards the total cost of this project. All equipment, hardware, software and services provided must meet or exceed the original manufacturer's standards and must be performed in like manner as performed by the original manufacturer.

**A9.0 System Requirements:** The replacement system being provided by CONTRACTOR shall meet or exceed the following functional requirements. COUNTY will verify compliance with these requirements as part of the acceptance test process and through product demonstration if required. The requirements include but are not limited to:

**A9.1 Interfaces:** The system shall support comparable functionality and compatibility with all existing interfaces to the County's current PeopleSoft platform and all associated ancillary subsystems.

**A9.2** The system shall provide sufficient storage as necessary to optimize and maximize its inherent performance and operational capabilities.

**A9.3 Facilities** (For any components on premise at COUNTY facilities):

**A9.3.1** CONTRACTOR shall ensure that supplied systems meet facility requirements at the RC3 Data Center and the RCIC facility.

**A9.3.2** CONTRACTOR shall provide full accommodations in the system for COUNTY power, environmental, and other facility needs.

**A9.4** Performance:

**A9.4.1** The system shall support eight (8) times the processing power of the current P570 P6 33 core environment.

**A9.4.2** The Exadata Database machine X5-2 (1/8 rack) supports a maximum of one 768 GB of RAM per physical server. The Exalogic elastic cloud X5-2 (1/8 rack) supports a total of 1 Terabyte (TB) of RAM.

**A9.5** Scalability: The system shall be scalable to the next generation processor and operating system (O/S). This shall include additional or expandable RAM to support the next generation processor and next version O/S.

**A9.6** Manageability:

**A9.6.1** The system shall support comparable functionality and compatibility with all COUNTY/ RCIT operational infrastructure management tools, utilities, and Graphic User Interface (GUI) front ends.

**A9.6.2** The system shall provide effective diagnostic tools to facilitate effective problem-identification, isolation, and resolution of systemic issues as they may occur.

**A9.7** Operations: CONTRACTOR shall provide a comprehensive training plan with courses and certification paths for COUNTY RCIT System Administrators and Database Administrators to fully support supplied systems.

**A9.8** Reliability:

**A9.8.1** The system shall support multiple redundant tools and systems such as power supplies, redundant I/O, multiple network interfaces, multiple SAN connections with high reliability and high availability.

**A9.8.2** CONTRACTOR shall provide a comprehensive support plan itemizing detailed service level commitments with 24 x 7 support services.

**A9.8.3** The system shall be able to support Oracle RAC clusters for both production and test whereas each RAC node resides on a separate physical server in order to provide high availability for the Oracle database.

**A9.8.4** The system shall be able to support multiple PeopleSoft application servers where each server resides on a separate physical server in order to provide high availability for the PeopleSoft application server and UNIX process scheduler.

**A9.9** The new PeopleSoft Hardware Platform and Associated System Services shall support comparable functionality and compatibility with the County's current PeopleSoft platforms and ancillary applications. CONTRACTOR shall provide all products, services, upgrades, and development as necessary



for this turn-key compatibility. This includes turn-key compatibility with all current and in-progress PeopleSoft modules. Current environment is noted herein to provide additional details to assist with confirming compatibility and functionality.

**A9.10 The current PeopleSoft and Oracle environment consists of the following:**

**A9.10.1** Two IBM RISC P570 PRODUCTION systems running AIX 6.1. Each P570 has 256 GB of RAM Memory with 16 Physical CPU's each, of which 11 are enabled on each platform.

**A9.10.2** Two X3755-M3 PRODUCTION servers running Windows /2003/2008 under VM VSphere 5.1 that support the PeopleSoft PRODUCTION Applications.

**A9.10.3** One IBM RISC P570 TEST/DEV/ TRAINING system running AIX 6.1 with 11 of 16 CPU's active and 512GB Memory.

**A9.10.4** Two X3755-M3 TEST/DEV servers running Windows 2008 under VM VSphere 5.1 that support the PeopleSoft TEST/DEV /TRAINING Applications.

**A9.10.5** Communication components such as RAC interconnect PCI cards, Fiber Channel HBA's.

**A9.10.6** Databases: Oracle 11g and 12c and Related Oracle Options.

**A9.10.7** Interfaces: FTP, SFTP and Integration Broker.

**A9.10.8** Backup Facilities: Tivoli Storage Manager 6.3 on AIX 6.1 LPAR and IBM TS3500-L53 Tape Library and must include connectivity to County's existing backup system.

**A9.10.9** Tivoli Work Load Scheduler 8.5.

**A9.10.10** Security Services: The system must be able to interface with Oracle Advanced Security and Data Masking utilities.

**A9.11 HOT-WARM Redundancy:**

**A9.11.1** The replacement PeopleSoft Hardware Platform and Associated System Services shall provide a HOT-WARM redundant architecture, wherein a primary system failure triggers full cutover and business application continuity to a fully capable redundant system which is built and ready to assume full system operations with minimal intervention. Contractor must define and include network connectivity requirements necessary to support the County's required configuration.

**A9.11.2** Outage – Maximum one to two hours.

**A9.11.3** Data Loss – 100% recovery of all completed transactions.

**A9.11.4** COUNTY acceptance of the CONTRACTORS proposed PeopleSoft Hardware Platform and Associated System Services replacement requires successful testing of HOT-WARM redundancy.

**A9.12 Compatibility with County Enterprise Computing Environments:** CONTRACTOR shall identify any compatibility and integration features of its system with homogeneous systems within other Riverside County Enterprise Computing Environments (e.g. Riverside County Regional Medical Center, RC3, et al)

**A10.0 Maintenance Requirements:** CONTRACTOR shall include maintenance for all components (hardware and software) of their replacement system.

**A10.1** Support will be provided by Oracle through the CONTRACTOR as a direct reseller. The Oracle Platinum agreement must define the terms for the multi-year Maintenance including in this agreement with the periods of coverage and annual renewal dates.

**A10.2** All Oracle hardware and software will be governed by Oracle's warranty and terms and conditions. Oracle does not separate by product line.

Refer to Oracle Warranties in the attachments:

- Attachment 1: Oracle Hardware and Systems Support Warranty
- Attachment 2: Oracle Hardware Support Warranty
- Attachment 3: Oracle Platinum Services Support Warranty
- Attachment 4: Oracle Software Technical Support Warranty
- Attachment 5: Oracle Exadata (expired) Support Warranty

**A10.3** CONTRACTOR shall be either the original equipment manufacturer of the offered products or it must be a Certified Business Partner authorized to sell and support the offered products.

**A11.0 Qualified Resources:** CONTRACTOR shall provide sufficient qualified resources to perform the full scope of services identified in this agreement. CONTRACTOR warrants it is able to provide the following staff, each with a minimum of five years' experience in:

**A11.1** PeopleSoft Hardware platforms and Associated System Service replacements.

**A11.2** Successful experience in IT environments supporting projects in organizations of over 1,000 staff.

**A11.3** Contemporary infrastructure and systems experience.

**A12.0 Architectural Design Specifications and System Configuration Specifications:**

The figures below are the accepted design specifications:

Figure A12.1 Concept High Availability Architecture

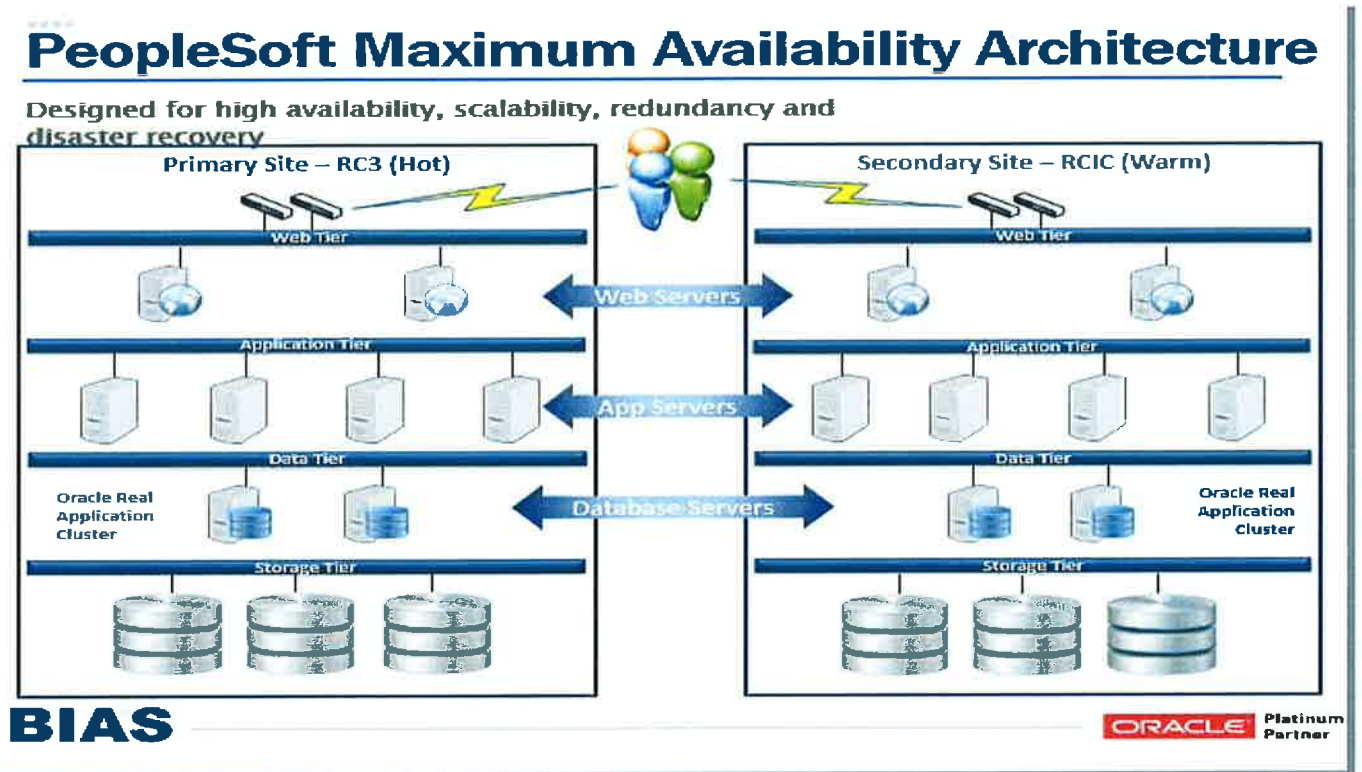


Figure A12.2 Concept Physical Architecture:

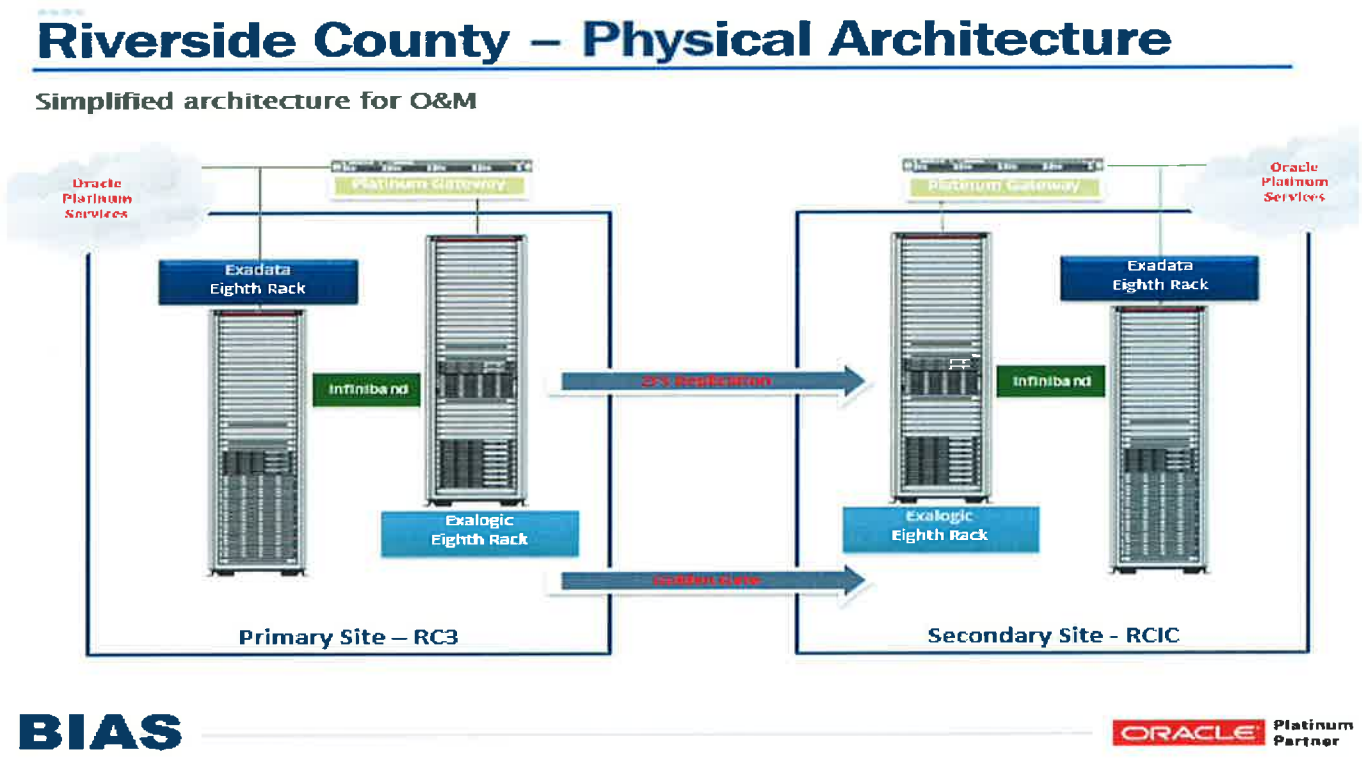
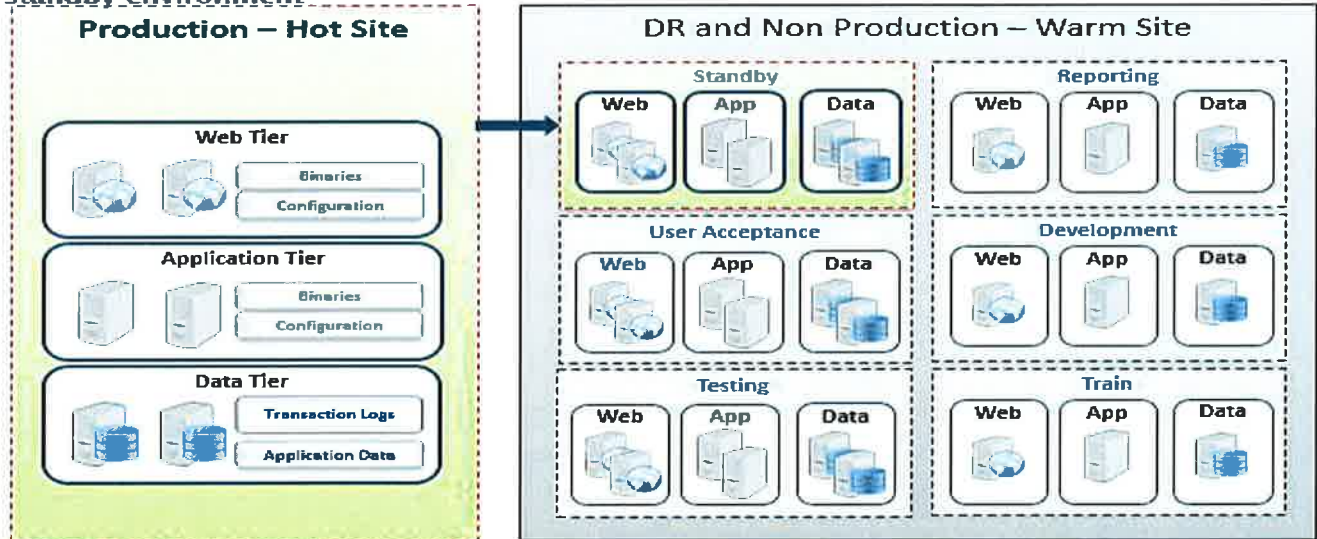


Figure A12.3 Concept Logical Architecture:

# PeopleSoft Logical Architecture

Reduce network traffic between two data center with standby environment



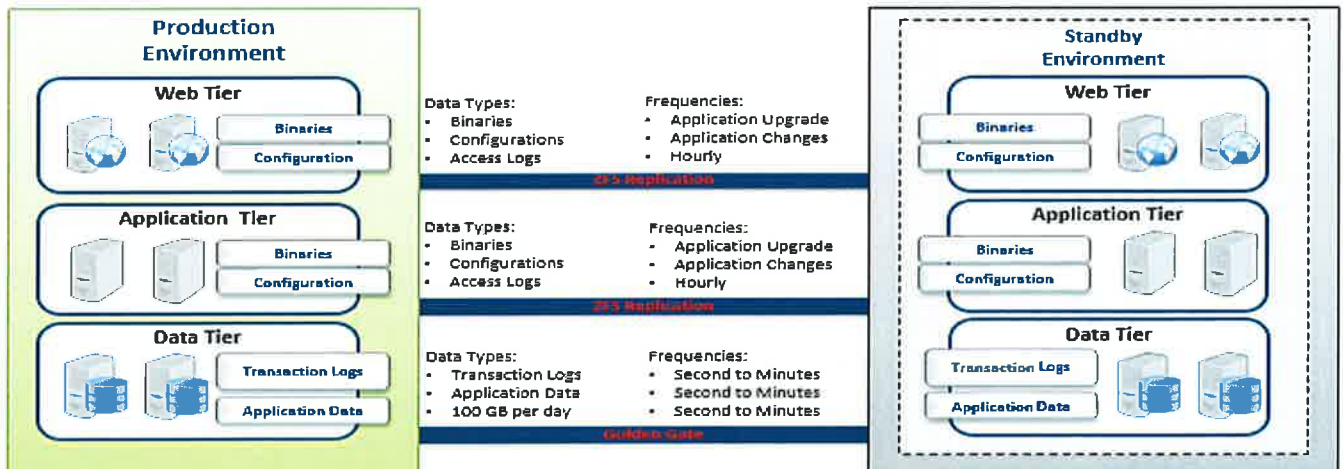
**BIAS**

**ORACLE** Platinum Partner

Figure A12.4 Concept Data Replication Architecture:

# Data Replication Architecture

Minimize data loss during replication process



**BIAS**

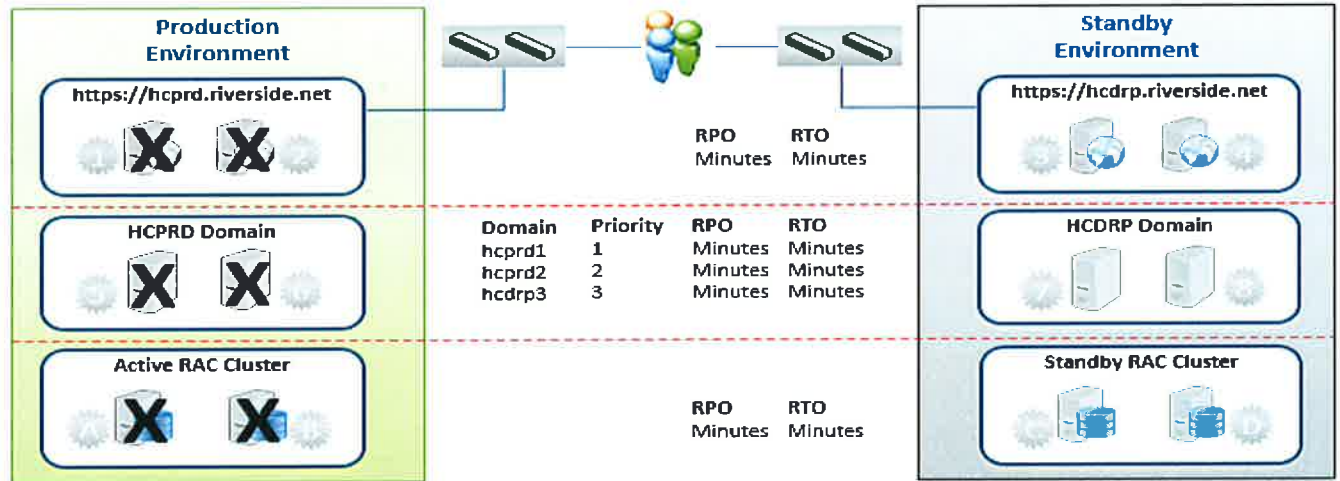
**ORACLE** Platinum Partner

PL2323

Figure A12.5 Concept Failover / Disaster Recovery Architecture:

# Failover/Disaster Recovery Architecture

Provide immediate failover capability with minimal resources required

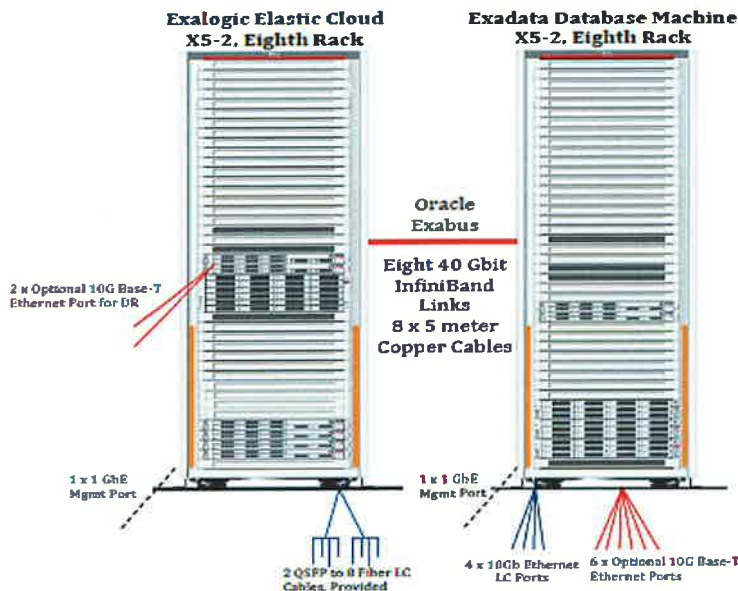


**BIAS**

**ORACLE** Platinum Partner

Figure A12.6 Physical Architecture—Each Site Exalogic Elastic Cloud and Exadata Database Machine:

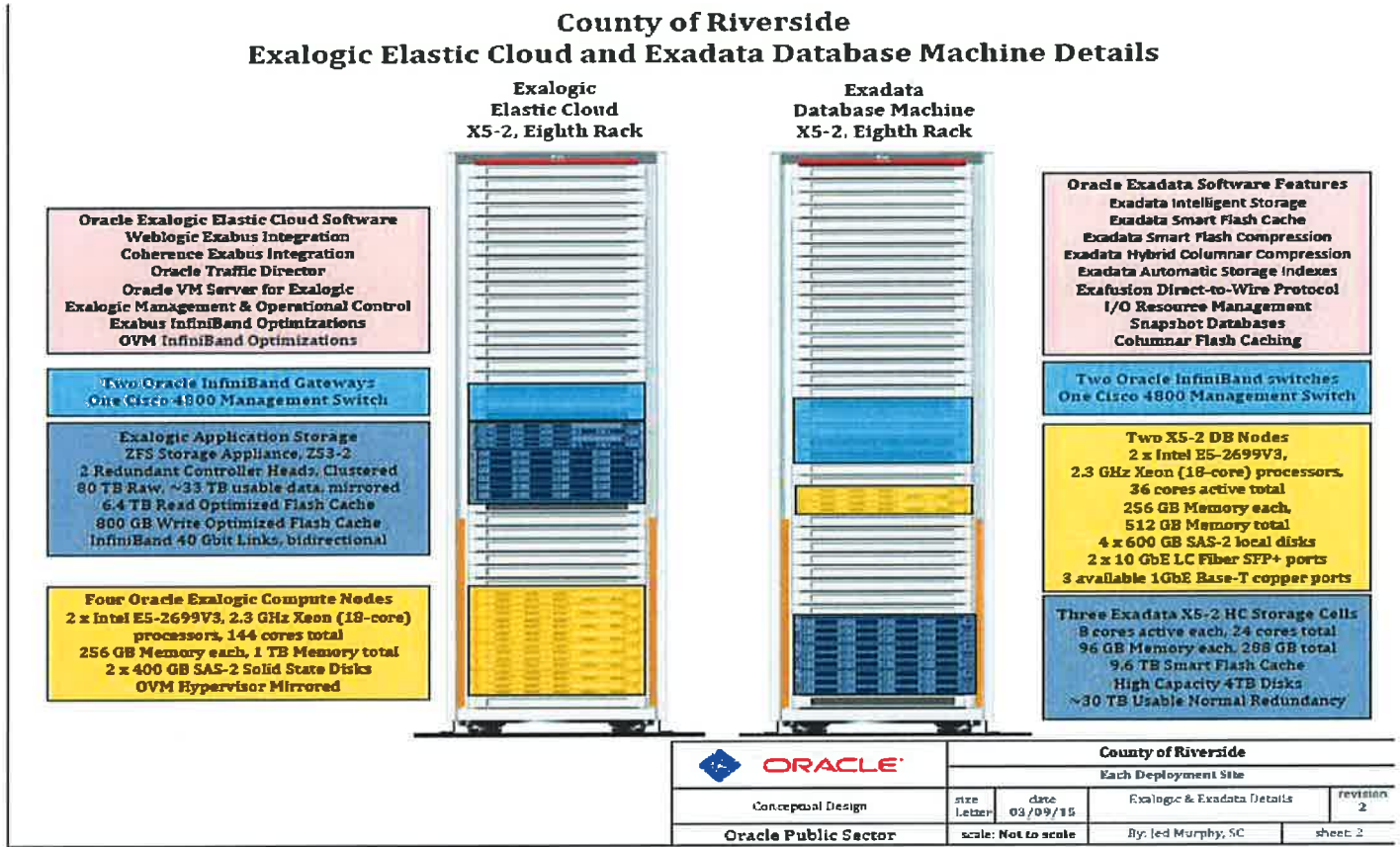
## County of Riverside Physical Architecture – Each Site Exalogic Elastic Cloud and Exadata Database Machine



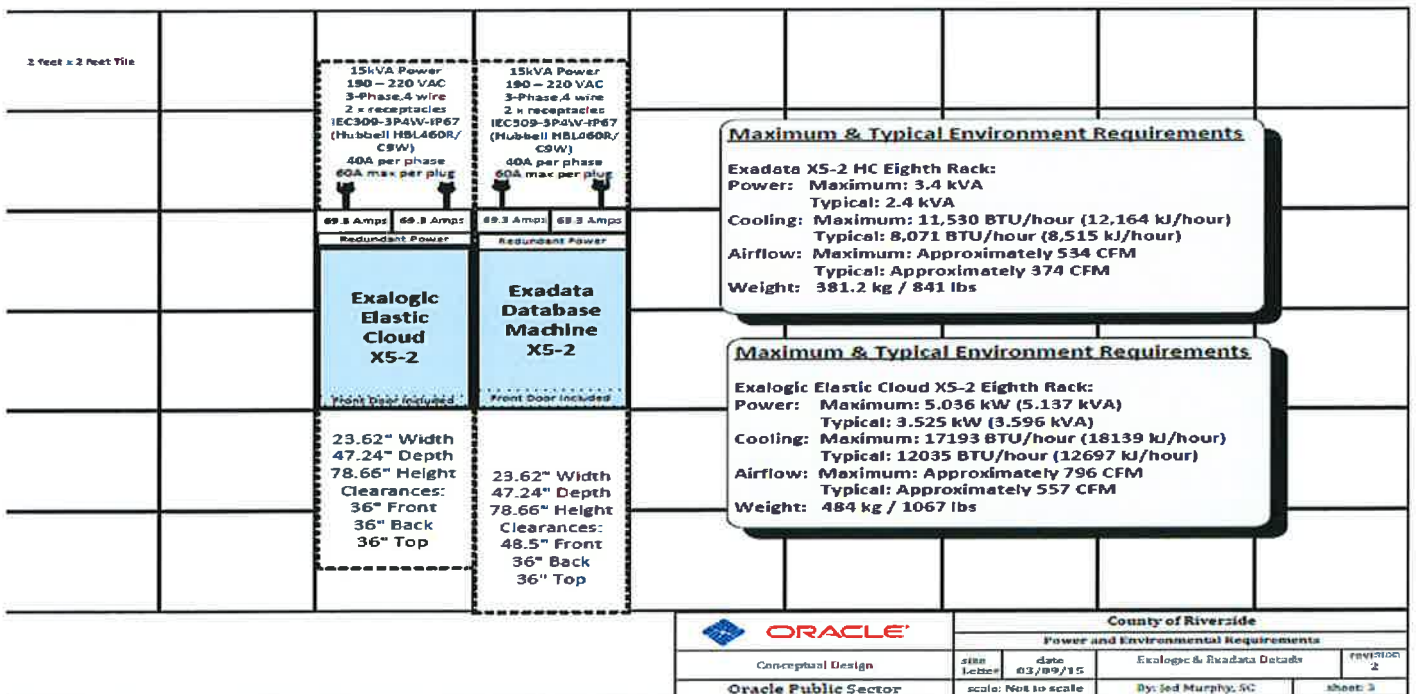
	<b>County of Riverside</b>		
	Each Deployment Site		
Conceptual Design	size: Letter	date: 03/09/15	revision: 2
Oracle Public Sector	scale: Not to scale	By: Ted Murphy, SC	sheet: 1



**Figure A12.7 Exalogic Elastic Cloud and Exadata Database Machine Details:**

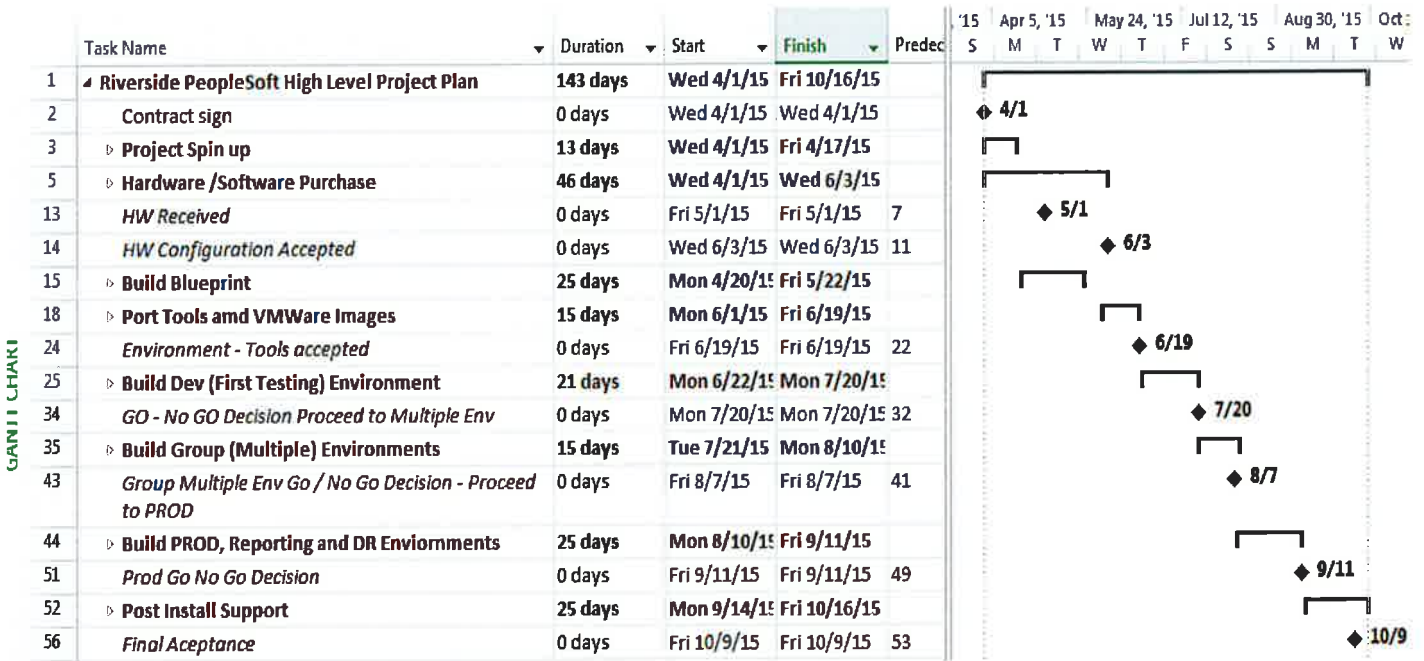


**Figure A12.8 Exalogic Elastic Cloud and Exadata Database Environment Requirements:**



**A13.0 High-Level Project Plan Including Timeline:**

The following DRAFT high level plan assumes a 1 April 2015 begin date and is subject to modification as events dictate.



**A13.1** The project will be completed according to the agreed upon Project Plan as referenced in this section. The COUNTY reserves the right to limit testing and defer the cut-over to production. No excuse or delay for weekend labor costs, holidays, vacations or other non-technical issues shall relieve the successful bidder from completing services within the timeframe allowed.

**A13.2** Verification of Completion: COUNTY Project Manager will verify completion and approve the installation within one (1) week of the task order completion. CONTRACTOR shall provide a summary of work performed.

# EXHIBIT B



EXHIBIT B – PAYMENT PROVISIONS**B1.0 TOTAL UNIT OF SERVICE COST AND TOTAL PROJECT COST BEST AND FINAL OFFER:****B1.0a: Windows Servers with ZS3 storage**

This quote reflects the purchase of a NAS **ZS3** appliance due to non-availability of the current SAN.

<b>Proposed Service</b>	<b>Description</b>	<b>Total Cost</b>
<b>Materials</b>	Tangible goods including, but not limited to, hardware, software, materials, shipping and handling, tax, etc.	\$1,579,419.61
<b>Services</b>	Acceptance of Production System. All services for turn-key system identified as a <u>new PeopleSoft Hardware Platform and Associated System Services</u> which shall support full functionality and seamless compatibility with the County's current PeopleSoft platforms and ancillary applications. CONTRACTOR shall provide all products, services, upgrades, and development as necessary for this turn-key compatibility. This includes turn-key compatibility with all current and in-progress PeopleSoft modules. Current environment is noted herein to provide additional details to assist with confirming compatibility and functionality. including, but not limited to, labor, installation, migration, implementation, configuration, testing, etc.	\$ 760,755.00
<b>Support and Maintenance</b>	Total five year cost of support and maintenance for hardware and software.	\$1,261,683.89
<b>Trade-In Credit</b>	Amount should be noted as a negative amount and subtracted from the final cost as a credit.	- \$ 0.00
<b>Discounts or Government Incentive Programs</b>	Amount should be noted as a negative amount and subtracted from the final cost as a credit.	- \$ 0.00
	<b>TOTAL PROJECT COST, NOT TO EXCEED AMOUNT</b>	<b>\$3,601,858.50</b>

**B1.0b: Costs traceability with Bill of Materials in section B2.0**

The following table helps explain the costs that roll into each category in the table above

Proposed Service	BOM Description	Cost	Totals	BOM Totals
Total Product with Taxes	Exadata & Exalogic Hardware Quote - Reference No: 03092015-RC-V2-tax	\$1,389,879.90	\$1,579,419.61	\$2,841,103.50
	Servers Quote - Reference No: 03092015-RC-V2-tax	\$87,791.29		
	ZFS - Reference: 03092015-RC-V2-tax	\$101,748.42		
Total Support	Exadata & Exalogic Hardware Quote - Reference No: 03092015-RC-V2-tax	\$1,144,407.60	\$1,261,683.89	
	Servers Quote - Reference No: 03092015-RC-V2-tax	\$54,309.58		
	ZFS - Reference: 03092015-RC-V2-tax	\$62,966.71		
Services Fees - Install, Configuration & Migration			\$760,755.00	
<b>TOTAL PROJECT COST, NOT TO EXCEED AMOUNT</b>			<b>\$3,601,858.50</b>	

**B1.1** The change in the total cost of materials is based on receiving deeper discounts from Oracle, changes in the windows box configuration, and the addition of taxes.

**B1.2** The change in total cost for services is due to the outcome of the presentation to the County and the greater specificity of understanding the required work and timelines.

**B1.3** The change in Support and Maintenance costs is due to those being based off of a percentage of the materials cost. When the materials costs were lowered, the support and maintenance costs also lowered.

**B1.4** The Hardware and Software products are quoted using GSA pricing and GSA terms and conditions in accordance with BIAS Corporations GSA schedule. Any additional terms and conditions required per GSA schedule have been included in this agreement.

**B1.5** "Support and Maintenance" services only include product support maintenance fees for purchased hardware and software. It does not include any managed services for the support of the PeopleSoft application and database.

**B1.6** Hardware and Software terms and conditions:

**B1.6.1** Technical Support fees shall be included in the progress payment milestones noted in section B3.0.

**B1.6.2** Technical Support Services are effective upon acceptance by County after all applicable testing has been completed and system is approved by County for "go live."

**B2.0 – Itemized cost breakdown Bill of Material:**

Reference No: 03092015-RC-V2-tax -tax dated 3/24/2015 which combines the following quotes all dated 3/24/2015.

- Exadata & Exalogic Hardware Quote - Reference No: 03092015-RC-V2-tax
- Windows Servers Quote - Reference No: 03092015-RC-x86-tax
- ZS3 – Reference No: 03092015-RVS-V1-OPT1-tax
- Quantity 4: X2121A-2M QSFP to QSFP passive copper cable: 2 meter IB Cables at no charge

Figure B2.0-1 Reference No: 03202015-RC-V2-tax dated 3/24/2015 Page 1.

Oracle License and Support Agreement: GS-35F-0558U

This ordering document is placed in accordance with the agreement specified above ("Agreement")

Description	Metric	Qty	Unit List	Extended List	Discount %	Net Fee
Oracle GoldenGate	Processor	24	\$ 17,500.00	\$ 420,000.00	73.75%	\$ 110,250.00
Software Update License and Support	Processor	24	\$ 3,850.00	\$ 92,400.00	73.75%	\$ 24,255.00
Oracle Management Pack for Oracle GoldenGate	Processor	24	\$ 3,500.00	\$ 84,000.00	73.75%	\$ 22,050.00
Software Update License and Support	Processor	24	\$ 770.00	\$ 18,480.00	73.75%	\$ 4,851.00
Exadata Storage Server Software	Disk Drive	36	\$ 10,000.00	\$ 360,000.00	73.75%	\$ 94,500.00
Software Update License and Support	Disk Drive	36	\$ 2,200.00	\$ 79,200.00	73.75%	\$ 20,790.00
Oracle Real Application Clusters	Processor	3	\$ 23,000.00	\$ 69,000.00	73.75%	\$ 18,112.50
Software Update License and Support	Processor	3	\$ 5,060.00	\$ 15,180.00	73.75%	\$ 3,984.75
Oracle Advanced Security	Processor	3	\$ 15,000.00	\$ 45,000.00	73.75%	\$ 11,812.50
Software Update License and Support	Processor	3	\$ 3,300.00	\$ 9,900.00	73.75%	\$ 2,598.75
Oracle Advanced Compression	Processor	3	\$ 11,500.00	\$ 34,500.00	73.75%	\$ 9,056.25
Software Update License and Support	Processor	3	\$ 2,530.00	\$ 7,590.00	73.75%	\$ 1,992.38
Oracle Data Masking and Subsetting Pack for Non-Oracle Databases	Processor	3	\$ 11,500.00	\$ 34,500.00	73.75%	\$ 9,056.25
Software Update License and Support	Processor	3	\$ 2,530.00	\$ 7,590.00	73.75%	\$ 1,992.38
Exalogic Elastic Cloud Software	Processor	96	\$ 10,000.00	\$ 960,000.00	73.75%	\$ 252,000.00
Software Update License and Support	Processor	96	\$ 2,200.00	\$ 211,200.00	73.75%	\$ 55,440.00
QSFP optical cable splitter: 10 meters, MPO to 4 LC	X2127A-10M	4	\$ 708.00	\$ 2,832.00	22.10%	\$ 2,206.13
Oracle Premier Support for Systems	B58121	4	\$ 84.96	\$ 339.84	22.10%	\$ 264.74
Hardware Freight Fee	B59411	4	\$ 1.69	\$ 6.76	0.00%	\$ 6.76
QSFP to QSFP passive copper cable: 5 meter	X2121A-5M-N	16	\$ 252.00	\$ 4,032.00	22.10%	\$ 3,140.93
Oracle Premier Support for Systems	B58121	16	\$ 30.24	\$ 483.84	22.10%	\$ 376.91
Hardware Freight Fee	B59411	16	\$ 2.68	\$ 42.88	0.00%	\$ 42.88
Dual rate transceiver: SFP+ SR. Support 1 Gb/sec and 10 Gb/sec dual rate	X2129A-N	8	\$ 1,008.00	\$ 8,064.00	22.10%	\$ 6,281.86
Oracle Premier Support for Systems	B58121	8	\$ 120.96	\$ 967.68	22.10%	\$ 753.82
Hardware Freight Fee	B59411	8	\$ 0.14	\$ 1.12	0.00%	\$ 1.12
Migrated Licenses Real Application Clusters NUP To Processors **200 NUP Current CSI #15805560 Migrated to 4 Processors	Processor	4	\$ 92,000.00	\$ (92,000.00)		\$ 0.00
Migrated Licenses Oracle Advanced Security NUP To Processors **225 NUP Current CSI #19085442 Migrated to 4 Processors	Processor	4	\$ 60,000.00	\$ (60,000.00)		\$ 0.00
Migrated Licenses Oracle Advanced Compression NUP to Processors **225 NUP Current CS# 17999573 Migrated to 4 Processors	Processor	4	\$ 46,000.00	\$ (46,000.00)		\$ 0.00
Migrated Licenses Oracle Data Masking Pack NUP Migrated to Processors Licenses of Oracle Data Masking and Subsetting Pack **225 NUP Current CS#18665564 Migrated to 4 Processors	Processor	4	\$ 46,000.00	\$ (46,000.00)		\$ 0.00

Figure B2.0-2 Reference No: 03202015-RC-V2-tax dated 3/24/2015 Page 2.

<b>Exadata Database Machine X5-2: model family</b>		2					
Exadata Database Machine X5-2 HC Eighth Rack	7110177	2	\$ 220,000.00	\$ 440,000.00	22.10%	\$ 342,760.00	
Two 3-phase low voltage 15 kVA PDUs with 3P4W-IP67 plugs for United States, Canada, Mexico, Taiwan, and Japan	6440A	2	\$ -	\$ -	0.00%	\$ -	
Engineered Systems 1RU filler panel	7110966	40	\$ -	\$ -	0.00%	\$ -	
One 1RU filler panel (for factory installation)	7107232	10	\$ -	\$ -	0.00%	\$ -	
Two 1RU filler panels (for factory installation)	7110559	6	\$ -	\$ -	0.00%	\$ -	
Spare: one 4 TB 7200 rpm 3.5-inch SAS-2 HDD with coral bracket	7110242	2	\$ -	\$ -	0.00%	\$ -	
Spare: Flash Accelerator F160 NVMe card, 1.6 TB eMLC	7110973	2	\$ -	\$ -	22.10%	\$ -	
Oracle Premier Support for Systems	B58121	2	\$ 26,400.00	\$ 52,800.00	0.00%	\$ 41,131.20	
Hardware Freight Fee	B59411	2	\$ 1,021.59	\$ 2,043.18	0.00%	\$ 2,043.18	
<b>Exalogic Elastic Cloud X5-2: model family</b>	7110206	2					
Exalogic Elastic Cloud X5-2 Base Rack	7110208	2	\$ -	\$ -		\$ -	
Exalogic Elastic Cloud X5-2 Eighth Rack	7110213	2	\$ 250,000.00	\$ 500,000.00	22.10%	\$ 389,500.00	
Two 3-phase low voltage 15 kVA PDUs with 3P4W-IP67 plugs for United States, Canada, Mexico, Taiwan, and Japan	6440A	2	\$ -	\$ -	0.00%	\$ -	
Spare: one 4 TB 7200 rpm 3.5-inch SAS HDD with heron bracket	7110245	4	\$ -	\$ -	0.00%	\$ -	
Spare: one 200 GB SSD with heron bracket	7111541	2	\$ -	\$ -	0.00%	\$ -	
Spare: one 400 GB SSD with marlin bracket	7111540	2	\$ -	\$ -	0.00%	\$ -	
Spare: one 900 GB 10000 rpm 2.5-inch SAS-2 HDD with bracket	7110248	2	\$ -	\$ -	0.00%	\$ -	
Spare: one 1.6 TB 2.5-inch SAS SSD read flash accelerator with bracket	7110249	2	\$ -	\$ -	0.00%	\$ -	
Power cord: Sun Rack 2 jumper, 2 meters, C14RA plug, C13 connector, 13 A (for factory installation)	7112583	24	\$ -	\$ -	0.00%	\$ -	
Oracle Advanced Support Gateway Server X4-2	7108781	2	\$ 7,303.00	\$ 14,606.00	17.00%	\$ 12,122.98	
Jumper Cable Kit: 1 x 2m C13	XSR-JUMP-2MC13-N	4	\$ 29.00	\$ 116.00	22.10%	\$ 90.36	
Premier Support for Systems	B58121	2	\$ 30,000.00	\$ 60,000.00	22.10%	\$ 48,205.60	
Hardware Freight Fee	B59411	2	\$ 1,105.51	\$ 2,211.02	0.00%	\$ 2,211.02	
<b>Oracle ZFS Storage ZS3-2: model family</b>	7103796	2	\$ 0.00	\$ 0.00		\$ 0.00	
Oracle ZFS Storage ZS3-2: controller	7103829	2	\$ 17,097.00	\$ 34,194.00	22.0%	\$ 26,671.32	
Oracle Premier Support for Systems	B58179	2	\$ 2,051.64	\$ 4,103.28	22.0%	\$ 3,200.56	
One 16 GB DDR3-1600 registered DIMM (for factory installation)	7102984	32	\$ 302.00	\$ 9,664.00	14.0%	\$ 8,311.04	
Oracle Premier Support for Systems	B58179	32	\$ 36.24	\$ 1,159.68	14.0%	\$ 997.32	
PCIe filler panel (for factory installation)	5394A	8	\$ 0.00	\$ 0.00		\$ 0.00	
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)	333V-30-15-C14	4	\$ 25.00	\$ 100.00	22.0%	\$ 78.00	
Oracle Premier Support for Systems	B58179	4	\$ 3.00	\$ 12.00	22.0%	\$ 9.36	
2.5-inch HDD filler panel (for factory installation)	6331A-N	8	\$ 0.00	\$ 0.00		\$ 0.00	
Cable management arm	7107572	2	\$ 177.00	\$ 354.00	22.0%	\$ 276.12	
Oracle Premier Support for Systems	B58179	2	\$ 21.24	\$ 42.48	22.0%	\$ 33.13	
Hardware Freight Fee	B59411	2	\$ 1.10	\$ 2.20		\$ 2.20	
Oracle ZFS Storage Appliance Replication - Integrated Software Option - per Management Controller Metric	7102337	2	\$ 15,000.00	\$ 30,000.00	22.0%	\$ 23,400.00	
Oracle Premier Support for Systems	B58179	2	\$ 1,800.00	\$ 3,600.00	22.0%	\$ 2,808.00	
Hardware Freight Fee	B59411	2	\$ 6.17	\$ 12.34		\$ 12.34	
<b>Oracle Storage Drive Enclosure DE2-24C: model family</b>	7103899	2	\$ 0.00	\$ 0.00		\$ 0.00	
Oracle Storage Drive Enclosure DE2-24C: base chassis (for factory installation)	7103914	2	\$ 4,896.00	\$ 9,792.00	22.0%	\$ 7,637.76	
Oracle Premier Support for Systems	B58179	2	\$ 587.52	\$ 1,175.04	22.0%	\$ 916.53	
One 4 TB 7200 rpm 3.5-inch SAS-2 HDD with heron bracket (for factory installation)	7106627	40	\$ 882.00	\$ 35,280.00	22.0%	\$ 27,518.40	
Oracle Premier Support for Systems	B58179	40	\$ 105.84	\$ 4,233.60	22.0%	\$ 3,302.21	
Filler panel (for factory installation)	7103918	8	\$ 15.00	\$ 120.00	22.0%	\$ 93.60	
Oracle Premier Support for Systems	B58179	8	\$ 1.80	\$ 14.40	22.0%	\$ 11.23	
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)	333V-30-15-C14	4	\$ 25.00	\$ 100.00	22.0%	\$ 78.00	
Oracle Premier Support for Systems	B58179	4	\$ 3.00	\$ 12.00	22.0%	\$ 9.36	
Hardware Freight Fee	B59411	2	\$ 72.25	\$ 144.50		\$ 144.50	

Figure B2.0-3 Reference No: 03202015-RC-V2-tax dated 3/24/2015 Page 3.

Oracle Server X5-2: model family	7110316	4	\$0.00	\$0.00	0%	\$0.00
2 Sun Storage 16 Gb FC short wave optics, Emulex (for factory installation)	7101685	8	\$820.00	\$6,560.00	28%	\$4,723.20
Oracle Premier Support for Systems	B58121	8	\$98.40	\$787.20	28%	\$566.78
2.5-inch HDD filler panel (for factory installation)	6331A-N	24	\$0.00	\$0.00	20%	\$0.00
Intel® Xeon® E5-2660 v3 10-core 2.6 GHz processor (for factory installation)	7110348	8	\$2,454.00	\$19,632.00	20%	\$15,705.60
Oracle Premier Support for Systems	B58121	8	\$294.48	\$2,355.84	20%	\$1,884.67
Heat sink for 1U (for factory installation)	7110350	8	\$32.00	\$256.00	20%	\$204.80
Oracle Premier Support for Systems	B58121	8	\$3.84	\$30.72	20%	\$24.58
One 32 GB LR DDR4-2133 DIMM (for factory installation)	7110355	32	\$1,172.00	\$37,504.00	20%	\$30,003.20
Oracle Premier Support for Systems	B58121	32	\$140.64	\$4,500.48	20%	\$3,600.38
One 1.2 TB 10000 rpm 2.5-inch SAS-2 HDD with marlin bracket (for factory installation)	7106616	8	\$852.00	\$6,816.00	28%	\$4,907.52
Oracle Premier Support for Systems	B58121	8	\$102.24	\$817.92	28%	\$588.90
Sun Storage Dual 16 Gb Fibre Channel PCIe Universal HBA, Emulex (for factory installation)	7101683	8	\$1,920.00	\$15,360.00	28%	\$11,059.20
Oracle Premier Support for Systems	B58121	8	\$230.40	\$1,843.20	28%	\$1,327.10
Oracle Server X5-2: 1U base chassis with motherboard, internal 12 Gb SAS RAID HBA, 2 PSUs, slide rail kit, and cable management arm	7110337	4	\$3,556.00	\$14,224.00	20%	\$11,379.20
Oracle Premier Support for Systems	B58121	4	\$426.72	\$1,706.88	20%	\$1,365.50
Power cord: Sun Rack jumper, straight, 3 meters, C14 plug, C13 connector, 15 A (for factory installation)	333V-30-15-C14	8	\$25.00	\$200.00	28%	\$144.00
Oracle Premier Support for Systems	B58121	8	\$3.00	\$24.00	28%	\$17.28
OSA 8 GB USB stick (for factory installation)	7110360	4	\$28.00	\$112.00	20%	\$89.60
Oracle Premier Support for Systems	B58121	4	\$3.36	\$13.44	20%	\$10.75
Eight 2.5-inch drive slots, 1 DVD-RW, and disk cage for 1U	7110339	4	\$454.00	\$1,816.00	20%	\$1,452.80
Oracle Premier Support for Systems	B58121	4	\$54.48	\$217.92	20%	\$174.34
NVMe PCIe 3.0 switch: for 8 disk cages on 1U and 2U (for factory installation)	7110357	4	\$248.00	\$992.00	20%	\$793.60
Oracle Premier Support for Systems	B58121	4	\$29.76	\$119.04	20%	\$95.23
DVD-RW drive (for factory installation)	7110358	4	\$102.00	\$408.00	20%	\$326.40
Oracle Premier Support for Systems	B58121	4	\$12.24	\$48.96	20%	\$39.17
Hardware Freight Fee	B59411	4	\$134.76	\$539.04	0%	\$539.04
All software listed above is priced using a perpetual license term						
<b>Financing Solutions Available on All Products &amp; Services</b>		<b>Managed Services &amp; Consulting</b>		<b>Oracle Education</b>		
<ul style="list-style-type: none"> <li>• Available for hardware, software, education, and consulting</li> <li>• Terms from one to five years</li> <li>• Monthly, quarterly or annual payments, as well as customized structures</li> <li>• Leasing available for deferred capital expense</li> </ul>		<ul style="list-style-type: none"> <li>• Remote DBA services (all levels)</li> <li>• Oracle technology architecture services</li> <li>• Oracle EBS implementation &amp; optimization</li> <li>• Custom application design &amp; development</li> </ul>		<ul style="list-style-type: none"> <li>• Oracle certifications</li> <li>• 100% satisfaction guaranteed</li> <li>• Learning credits, individual, group, &amp; onsite</li> <li>• DB, FMW, Apps, and new technologies</li> </ul>		
<b>Software Product Category Total</b>				<b>List Fees</b>	<b>Discount %</b>	<b>Net Fees</b>
License Fees				\$ 2,007,000.00	73.75%	\$ 526,837.50
Update & Support Fees Year 1				\$ 441,540.00	73.75%	\$ 115,904.25
Support and Maintenance Year 2						\$ 121,424.41
Support and Maintenance Year 3						\$ 129,418.62
Support and Maintenance Year 4						\$ 137,870.23
Support and Maintenance Year 5						\$ 146,803.80
Estimated Sales Tax for 92504						\$ 42,147.00
				<b>\$ 2,448,540.00</b>	<b>Total Fees</b>	<b>\$ 1,220,405.81</b>
<b>Hardware Product Category Total</b>				<b>List Fees</b>	<b>Discount %</b>	<b>Net Fees</b>
Hardware Product Fees				\$ 1,178,528.00	22.04%	\$ 918,832.64
Premier Support				\$ 141,409.44	21.00%	\$ 111,714.67
Advanced Gateway Server				\$ 14,606.00	17.00%	\$ 12,122.98
Freight Fee				\$ 5,003.04	0.00%	\$ 5,003.04
Support and Maintenance Year 2						\$ 118,756.75
Support and Maintenance Year 3						\$ 122,590.17
Support and Maintenance Year 4						\$ 126,552.71
Support and Maintenance Year 5						\$ 130,648.27
Estimated Sales Tax for 92504						\$ 74,476.45
				<b>\$ 1,339,546.48</b>	<b>Total Fees</b>	<b>\$ 1,620,697.68</b>
<b>Total Purchase Amount:</b>						<b>\$ 2,841,103.49</b>

Figure B2.0-4 Reference No: 03202015-RC-V2-tax dated 3/24/2015 Page 4.

<b>TAX NOTES</b>											
The total fees above include estimated applicable sales tax. Customer is liable for all sales taxes assessed presently and any future assessments or adjustments of sales tax.											
<b>SOFTWARE NOTES</b>											
<b>SOFTWARE TERMS AND CONDITIONS</b>											
1. <u>Technical Support:</u> Fees for Technical Support Services are due and payable quarterly in arrears. Technical Support Services are effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.											
2. <u>Orders:</u> All orders are subject to acceptance by BIAS. All orders are non-cancelable and non-returnable ("NCNR"). The Customer may not cancel or reschedule orders without BIAS' consent.											
3. <u>Product Returns:</u> All orders are non-cancelable and non-returnable ("NCNR"). No returns will be accepted.											
4. <u>Delivery and Installation:</u> Customer shall be responsible for installation of the software. Oracle has made available to you for electronic download at the electronic delivery web site located at the following Internet URL: <a href="http://edelivery.oracle.com">http://edelivery.oracle.com</a> the programs listed in this document. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in this document. Provided that you have continuously maintained technical support for the programs listed in this document, you may continue to download the software and related program documentation for the programs listed in this document. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this ordering document, electronic download or otherwise.											
<b>HARDWARE TERMS AND CONDITIONS</b>											
1. <u>Technical Support:</u> Fees for Technical Support Services are due and payable quarterly in arrears. Technical Support Services are effective upon shipment or upon the Effective Date of this Ordering Document if shipment is not required.											
2. <u>Orders:</u> All orders are subject to acceptance by BIAS. All orders are non-cancelable and non-returnable ("NCNR"). The Customer may not cancel or reschedule orders without BIAS' consent.											
3. <u>Product Returns:</u> Customer cannot return products without a BIAS return material authorization ("RMA") number. RMAs will be issued only for damage, shortage, or other discrepancy to products created solely by BIAS or the original manufacturer, and only if Customer notifies BIAS in writing of any damage, shortage, or other discrepancy to products within 10 days after delivery. RMAs will not be granted for damage, shortage, or other discrepancy created by Customer, the carrier or freight provider, or any other third party. Returned products must be in original manufacturer's shipping cartons or equivalent. Customer must return all Products, freight prepaid, as specified in the RMA and pay any restocking charges. At BIAS' discretion, BIAS will return all products not eligible for return to Customer, freight collect, or hold product for Customer's account at Customer's expense.											
4. <u>Oracle Manufacturer's Statement of Terms:</u> All orders are subject to Oracle's Manufactures's Statement of Terms included in this quote as Addendum A.											
<b>GENERAL</b>											
1. <u>Payment Terms:</u> BIAS Corporation will invoice customer on shipment date. Payment is due to BIAS Corporation on Net 30 terms. Invoice amounts not paid within 30 days of the invoice date will be subject to 18% annual interest rate, compounded daily, on the unpaid amount. Company agrees to pay all costs, including, but not limited to, attorney's fees, collection agency fees, and internal administrative costs in the event BIAS Corporation must pursue collections of unpaid amounts.											
Checks will be remitted to the following address:											
<p style="margin-left: 40px;"> <b>BIAS Corporation</b>  <b>P O Box 116897</b>  <b>Atlanta, GA 30368-6897</b> </p>											
Customer and BIAS Corporation agree that the terms and pricing of this Ordering Document shall not be disclosed without the prior written consent of the other party. This quote is valid through April 30, 2015 and shall become binding upon execution by Customer and BIAS Corporation and acceptance by Oracle Corporation.											

**B3.0 Progress Payments for total project cost are as follows:****B3.0 Implementation Project Payment Schedule**

- A Total project cost consists of three parts: 1) Initial Materials Purchase, 2) Cost of Project to install and 3) Cost of on-ongoing support.
- B Table B3.0 displays items 1 and 2 and the table in B3.1 displays the five-year ongoing support schedule.

**Table B3.0 Milestones and Percentages:**

Milestone	Estimated Date of Completion	Estimated Invoice as % of total
<b>Initial Materials Purchase</b>		
HW/SW Acquisition	5/1/2015	Invoice at delivery per HW/SW BOM
HW/SW Install / Configuration	6/03/2015	10%
<b>Project</b>		
Port Tools and VMWare Images	6/19/2015	15%
Build Dev (First Testing) Environment	7/20/2015	15%
Build Group (Multiple) Environments	8/07/2015	15%
Build PROD, Reporting and DR Environments	9/11/2015	20%
Post Install Support	10/09/2015	25%

Note: Includes that cost of Materials \$1,579,419.61 and Services \$760,755.00 for a total of \$2,340,174.61.

**B3.1 Ongoing Support and Maintenance Payment Schedule**

The 5-year cost for ongoing support will be \$1,261,683.89. This will be billed quarterly in arrears (as is Oracle's standard Public Sector policy). The CONTRACTOR will send COUNTY a bill every 90 days for the next 5 years from the date of purchase. The actual dates cannot be determined until the products are purchased and delivered.

**Table B3.1 Ongoing Oracle Support Invoice Plan**



The table below assumes an April 7<sup>th</sup> 2015 contract award date and a May 1<sup>st</sup> 2015 HW/SW delivery date. The actual period dates will be determined when the products are purchased and delivered.

Projected License Period of Performance	Projected Invoice Date	Invoice Amount
05/01/15 - 07/31/15	7/31/2015	\$ 63,084.28
08/01/15 - 10/31/15	10/31/2015	\$ 63,084.19
11/01/15 - 01/31/16	1/31/2016	\$ 63,084.19
02/01/16 - 04/30/16	4/30/2016	\$ 63,084.19
05/01/16 - 07/31/16	7/31/2016	\$ 63,084.19
08/01/16 - 10/31/16	10/31/2016	\$ 63,084.19
11/01/16 - 01/31/17	1/31/2017	\$ 63,084.19
02/01/17 - 04/30/17	4/30/2017	\$ 63,084.19
05/01/17 - 07/31/17	7/31/2017	\$ 63,084.19
08/01/17 - 10/31/17	10/31/2017	\$ 63,084.19
11/01/17 - 01/31/18	1/31/2018	\$ 63,084.19
02/01/18 - 04/30/18	4/30/2018	\$ 63,084.19
05/01/18 - 07/31/18	7/31/2018	\$ 63,084.19
08/01/18 - 10/31/18	10/31/2018	\$ 63,084.19
11/01/18 - 01/31/19	1/31/2019	\$ 63,084.19
02/01/19 - 04/30/19	4/30/2019	\$ 63,084.19
05/01/19 - 07/31/19	7/31/2019	\$ 63,084.19
08/01/19 - 10/31/19	10/31/2019	\$ 63,084.19
11/01/19 - 01/31/20	1/31/2020	\$ 63,084.19
02/01/20 - 04/30/20	4/30/2020	\$ 63,084.19

#### **B4.0 Testing Roles and Responsibility Chart (RACI)**

To be used in clarifying Testing roles and responsibilities

DESCRIPTION	BIAS	ISO	HR Functional	Finance Functional	System Admin	Database Admin
System Startup	A, R				I	
Security / Vulnerability Testing	A	R				I
HW Acceptance	A				R	I
Port Tools and VMWare Images	I				R	A
Dev (First Testing) Environment	A		R	R		C
Group (Multiple) Environments	A		R	R		C
PROD, Reporting and DR Environments	A		R	R		C



**B5.0 Acceptance Criteria:** Upon completion of any deliverable, CONTRACTOR shall provide a complete copy thereof to COUNTY and demonstrate the functionality of the deliverable if applicable. Upon accepting any deliverable, COUNTY shall provide a written acceptance to CONTRACTOR for such deliverable.

**B5.1** If submitted deliverable does not perform the functional requirements as specified in this Agreement, COUNTY shall have five (5) business days to provide written notice to CONTRACTOR specifying the deficiencies in detail (“Acceptance Period”).

**B5.2** CONTRACTOR shall use reasonable efforts to promptly cure any such deficiencies. After completing any such cure, CONTRACTOR shall resubmit the deliverable for review. If COUNTY fails to reject any Deliverable within the Acceptance Period in the manner described above, such deliverable shall be deemed accepted at the end of the Acceptance Period.

The Agreement will have the following milestones and acceptance criteria.

Milestone	Estimated Date of Completion	Acceptance Criteria
HW Acquisition	5/1/2015	Hardware is received, fully meets inventory purchase invoice
HW Configuration	6/03/2015	Hardware is configured with OS and networking
Port Tools and VMWare Images	6/19/2015	Complete migration of VmWare images to X5 Windows server
Build Dev (First Testing) Environment	7/20/2015	RCIT Functional Testing signoff/go-no go decision
Build Group (Multiple) Environments	8/07/2015	RCIT Functional Testing signoff/go-no go decision
Build PROD, Reporting and DR Environments	9/11/2015	RCIT Functional Testing signoff/go-no go decision
Post Install Support	10/09/2015	Final Acceptance

**B6.0 Attachments: Oracle Warranty Details:** The attachments referenced below, and included herein, are made a part of this agreement as applicable to the support and warranties of Oracle products used in this project:

**Attachment 1: Oracle Hardware and Systems Support Warranty**

**Attachment 2: Oracle Hardware Warranty**

**Attachment 3: Oracle Platinum Services Policies**

**Attachment 4: Oracle Software Technical Support Policies**

**Attachment 5: Oracle Exadata Technical Support Policies**

# ATTACHMENT 1

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# Oracle Hardware and Systems Support Policies

Effective Date: 13-October-2014

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## 1. Overview

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

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

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

To receive technical support as provided by Oracle Support Services ("OSS") and described in the Oracle Technical Support Levels for Systems section below, you must: (i) provide Oracle with the serial number and/or other identification and entitlement information for all equipment manufactured by or for Oracle, including components and options ("hardware system") in the manner specified by Oracle; and (ii) pay a technical support fee. A hardware system meeting these two requirements and under contract to receive technical support is referred to as a "covered hardware system." Components and options purchased separately from your original equipment purchase are included in the definition of hardware system for the purposes of determining the technical support fee. Oracle will make commercially reasonable efforts to provide the technical support service as described below. (Note: Unless otherwise specified, these offerings are only available for Oracle hardware).

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

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

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

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

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

## **2. Support Terms**

### **Technical Support Fees**

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

### **Support Period**

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

### **Matching Service Levels**

When acquiring technical support, all hardware systems must be supported (e.g., Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems or Oracle Communications EAGLE Premier Support) or all hardware systems must be unsupported. For the purpose of this section, hardware systems include (i) all of your hardware systems running the Solaris Operating system release 10 Update 9 or later and (ii) all of your hardware systems running the Oracle Linux and Oracle VM operating system, and (iii) all hardware systems that benefit in any way from your support of a covered hardware system (e.g., including hardware systems that share updates, patches, fixes, security alerts, work-arounds, configuration/installation assistance or parts with a covered hardware system). If you have acquired your Oracle Linux and Oracle VM support services under a separate Oracle Linux and Oracle VM Services Agreement then that hardware system is a covered hardware system under this matching service level policy. Hardware systems that have reached an end of service life are excluded from the above policy, and hardware systems that you register with Oracle as retired are excluded from the above policy.

### **Reinstatement of Oracle Technical Support**

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

If technical support lapses or was not originally purchased with your hardware system, a reinstatement fee will be assessed. The reinstatement fee is computed as follows: a) if technical support lapsed, then the reinstatement

fee is 150% of the last annual technical support fee you paid for the covered hardware system; b) if you never acquired technical support for the relevant hardware system, then the reinstatement fee is 150% of the net technical support fee that would have been charged if support had been ordered originally for the relevant hardware system per Oracle's Support pricing policies in effect at the time of reinstatement. The reinstatement fee in (a) shall be prorated from the date technical support is ordered back to the date technical support lapsed. The reinstatement fee in (b) shall be prorated back to the original hardware system delivery date.

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

If you previously acquired support from an Oracle-authorized distributor and are now acquiring support directly from Oracle, an uplift may be added to the reinstatement fee and your technical support fee for the hardware system.

### **Upgrading Your Support Level**

In the event you have acquired Oracle Premier Support for Operating Systems and later choose to upgrade to Oracle Premier Support for Systems, your hardware system must be qualified as service-ready before the technical support can be upgraded. To qualify as service-ready you must acquire the Premier Support Qualification Service (at the then current fees) and meet all requirements set forth by the service team to obtain a qualification certificate for your hardware system. You will be subject to an upgrade fee equal to the difference in price between the Oracle Premier Support for Systems and the Oracle Premier Support for Operating Systems with such difference being prorated from the date that any prior System Support lapsed (or the hardware order date if System Support was never purchased).

### **Pricing following Reduction of Covered Hardware System or Service Level**

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

### **Unsupported Hardware Systems**

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

### **Technical Contacts**

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

You may designate one (1) primary and four (4) backup individuals ("technical contact") per data center location, to serve as liaisons with OSS. With each USD\$250,000 in net support fees per data center location, you have the



option to designate an additional two (2) primary and four (4) backup technical contacts per data center location. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

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

### **First and Second Line Support**

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

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues for the supported hardware system(s), you may contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., accept remote connections, provide Explorer Files and/or Core Files) required to provide Second Line Support; however, please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

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

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

### **Program Updates**

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available (as determined by Oracle) and updates may not include all versions previously available for a program acquired by Oracle. Oracle is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying, downloading and installing the updates.

### **Right to End of Service Life**

It may become necessary (i) as a part of Oracle's product lifecycle or (ii) if a vendor retires support for its product or the relationship with the vendor is terminated, to announce an End of Service Life date for a hardware system and, therefore, Oracle reserves that right. Oracle will use commercially reasonable efforts to provide twelve (12) months advance notice of End of Service Life. End of Service Life information is available on [My Oracle Support](#). End of Service Life information is subject to change.

### **Third-Party Products**

Installation of non-Oracle product by you, or your representative (other than by Oracle), into an Oracle hardware system is strongly discouraged due to the serviceability implications outlined below.

Unless third-party product is expressly identified under the applicable technical support contract, Oracle's

technical support applies only to those products that have been both (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). Oracle does not support any other third-party products installed into or attached to Oracle hardware systems. Further, if third-party product is installed, or fails, in a manner that damages the Oracle hardware system, then the technical support will not cover such damage. Replacement or repair of any damaged components in these situations would be subject to additional charges.

Installation of non-Oracle product into an Oracle hardware system may also impede and/or add costs in obtaining technical support for certain failure conditions. Interoperability, timing, and intermittent failures are some examples of failure conditions that may require the removal or replacement of the third-party product from the Oracle hardware system.

For those failure conditions directly or indirectly related to third-party product (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the third-party product, or require the customer to remove the third-party product, before commencing with the troubleshooting process. Oracle's services for removing the third-party product will be subject to additional charges.

If it is determined that the cause of the failure is the third-party product, then Oracle will charge for the entire service call.

If it is determined that the third-party product is not the cause of the failure (i.e., if the problem would have occurred even if third-party product was not installed in or attached to the hardware system), then Oracle's service call will be addressed under the terms of any existing Oracle technical support contract; provided that the removal of any third-party product by Oracle will be subject to additional charges.

### **Technology Refresh**

If you acquire a new hardware system(s) and technical support from Oracle or an Oracle-authorized partner, you may be eligible to receive a credit for unused support on the decommissioned hardware system(s) currently under an active support contract with Oracle. In order to be eligible for the credit, you must complete the Hardware System Decommission Form which can be found [here](#) and submit it within one (1) year of the delivery date of the new hardware system(s). If a credit for unused support is due then such credit will be calculated from the date Oracle receives the Hardware System Decommission Form through the end of the current support period for the decommissioned hardware system(s). The credit for unused support will not exceed the total annual support fee for the new hardware system(s).

## **3. Lifetime Support**

Lifetime Support consists of the following service levels:

- Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems and Oracle Communications EAGLE Premier Support
- Extended Support for Operating Systems(if offered)
- Sustaining Support for Operating Systems

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

When offered, Oracle Premier Support for Systems and Oracle Communications EAGLE Premier Support will be available for a minimum of five years from the last ship date of the hardware system. When offered, support for the operating systems included under either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems will be available for ten years from the date a release of the operating system becomes generally available, except as noted below. If offered, support for specific releases of the operating system may be extended for an additional three years with Extended Support for Operating Systems. In addition to the technical support fee, an Extended Support for Operating Systems fee applies for each support period for which



Extended Support for Operating Systems is purchased. Alternatively, and if offered, support for specific releases of the operating system may be extended with Sustaining Support for Operating Systems, which will be available for as long as you maintain either Oracle Premier Support for Systems or Oracle Premier Support for Operating Systems for your Oracle hardware system.

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

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

**Notes:**

1. Solaris Express - Program fixes and security patches for Solaris Express will be provided for six (6) months from the date that a release of Solaris Express becomes generally available. This applies to program fixes and security patches released by Oracle and does not include freely available updates from the OpenSolaris or Solaris Express Community.
2. Oracle Solaris 8 – For customers with a current support contract for the Oracle Solaris 8 release, new Severity 1 fixes and new security fixes will be available for the period of July 2012 – October 2014.

## 4. Oracle Technical Support Levels for Systems

### Oracle Premier Support for Systems

Oracle Premier Support for Systems consists of services in support of hardware systems, operating system software and integrated software (including integrated software options). For hardware systems, this support is limited to (i) Oracle hardware and (ii) Tekelec BNS and PIC hardware (HP systems). For Oracle servers, this support applies to the following operating system software: Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM. For Tekelec BNS and PIC hardware, this support applies to the operating system software included with the hardware system. Unless otherwise stated in this section, Oracle Premier Support for Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software, which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "[Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#)"
- Onsite hardware support for Oracle server or storage systems
- Field Change Orders – system modification recommendations
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot<sup>2</sup>
- Hardware certification

- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>
- Access to Oracle Enterprise Tape Analysis and Data Recovery services for the Oracle StorageTek tape media specified at <http://www.oracle.com/us/support/library/ent-tape-analysis-dr-services-1708102.pdf>
- Non-technical customer service during normal business hours

Notes:

1. Oracle has made available at [linux.oracle.com](http://linux.oracle.com) certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.

### System Maintenance

You agree to perform prescribed system maintenance, including but not limited to, installing software updates for system software or integrated software, maintaining file systems, replacing air filters and batteries as needed, and tracking proactive diagnostic information.

### Replacement Hardware Parts

If Oracle determines that the replacement of a hardware part is necessary, Oracle will send a replacement part to your location in accordance with the "[Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#)." Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Times Targets for Hardware Support noted below, except as otherwise noted herein. Replacement parts will be of new or like-new quality. After five (5) years from last ship date, replacement parts may not be readily available and the response times for sending replacement parts may be delayed.

### Return of Malfunctioning Parts

If Oracle sends a replacement part to you, you will ensure that the malfunctioning part is returned to Oracle in accordance with all shipping or courier instructions from Oracle (unless you have an agreement with Oracle allowing you to retain the malfunctioning part). You are responsible for removing all information and data that you have stored on any drives, including but not limited to hard disk drives and solid state drives ("drives") before you return the drives for repair or replacement. You are responsible for ensuring that you remove any kind of removable media (e.g., tapes) prior to returning any drives; if you need assistance with the removal of such media from a drive, please contact OSS to assist with its removal. Title in the malfunctioning part shall transfer back to Oracle upon removal from your hardware system. If you fail to return any malfunctioning part within forty-five (45) days of shipment to you, you will be charged the then-current fee for the malfunctioning part.

## Oracle Premier Support for Operating Systems

Oracle Premier Support for Operating Systems consists of services in support of (i) operating system and virtualization software for Oracle Solaris, OpenSolaris, Trusted Solaris 8, Oracle Linux, and Oracle VM and (ii) integrated software (including integrated software options). Unless otherwise stated in this section, Oracle Premier Support for Operating Systems consists of:

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software
- Critical patch updates for Oracle Solaris operating system software
- Upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- Major product and technology releases for operating system software and integrated software, which includes general maintenance releases, selected functionality releases, and documentation updates
- Onsite installation of integrated software updates specified as Oracle Installable in the "[Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#)"
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to certain Oracle Linux security patches that may be applied while your hardware system is operating and does not require a system reboot<sup>2</sup>
- Hardware certification
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux or Oracle VM program released from Oracle for a period of six (6) months from the date the next release of the Oracle Linux or Oracle VM program becomes generally available; the Backport Schedule is available at <http://linux.oracle.com/backport-schedule.html>
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Non-technical customer service during normal business hours

### Notes:

1. Oracle has made available at [linux.oracle.com](http://linux.oracle.com) certain tools for download, that are required to enable the applicable Oracle Linux security patches to be applied to your hardware system while the hardware system is operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (i) you will not be able to download and apply security patches while your hardware system is operating, and (ii) you will be required to reboot the hardware system in order to apply the security patch.

## Extended Support for Operating Systems

Extended Support for Operating Systems may be offered for certain supported Oracle Solaris operating system software releases after Premier Support expires. Please see Oracle's Lifetime Support Policies for more information. When Extended Support for Operating Systems is offered, it is generally available for the terminal codeline release of a program. Unless otherwise stated in this section, supported Oracle Solaris operating system software releases for which Extended Support for Operating Systems is offered and in the Extended Support lifecycle will receive Oracle Premier Support for Operating Systems or technical support for Oracle Solaris under Oracle Premier Support for Systems limited to the following:

- Program updates, fixes, security patches, and security alerts
- Critical patch updates for Oracle Solaris operating system software



- Upgrade tools
- Major product and technology releases for Oracle Solaris operating system software, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 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 for Operating Systems does not include:

- Certification with most new third-party products/versions or most new Oracle programs

Extended Support for Operating Systems is not available for OpenSolaris, Trusted Solaris 8, Oracle Linux and Oracle VM.

### **Sustaining Support for Operating Systems**

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

- Program updates, patches, fixes, security patches, and security alerts for operating system software and integrated software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems, and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Critical patch updates for Oracle Solaris operating system software created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends)
- Upgrade tools created during Oracle Premier Support for Operating Systems or Oracle Premier Support for Systems period and Extended Support for Operating Systems (if offered and only after the Extended Support for Operating Systems Period ends).
- General maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>
- Non-technical customer service during normal business hours

Sustaining Support for Operating Systems does not include:

- New program updates, patches, fixes, security patches, security alerts, general maintenance releases, selected functionality releases, documentation updates
- New critical patch updates for Oracle Solaris operating system software
- New upgrade tools
- Certification with most new third-party products/versions or most new Oracle products
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below
- Hardware certification
- Backport of fixes

- Previously released fixes or updates that Oracle no longer supports.

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

### Oracle Communications EAGLE Premier Support

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

- Program updates, fixes and security alerts for integrated software (including integrated software options)
- Remote installation of integrated software (including integrated software options)
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

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

Severity Level	Response Time <sup>1</sup>	Remote Restoration Time <sup>1</sup>	Resolution Time <sup>1</sup>
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 hardware system and when Oracle notifies you that a resolution has been offered. The Remote Restoration Time frames do not apply if (i) you do not have spares available onsite, (ii) integrated software or integrated software option code changes are required or (iii) onsite assistance is required by Oracle.
  - Resolution Time - The elapsed time beginning when you create a service request to when your issue is resolved.

## 5. Additional Services Available for Purchase

### Oracle Priority Service for Sun Ray Peripherals

Oracle Priority Service for Sun Ray Peripherals consists of:

- Advanced Parts Exchange for keyboards, monitors and country kits; with next business day delivery to your location
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Oracle Customer Data & Device Retention Service

Oracle Customer Data & Device Retention Service permits you to retain disk drive(s), flash cache and/or parts that may contain sensitive, confidential, or classified data that have been removed from your hardware system. For the purposes of this service, (i) a disk drive is defined as a spinning media device that stores data accessed by the server, storage array, or tape system, (ii) flash cache is defined as any device having the ability to store information on a solid state media that is re-writable, and (iii) a part is defined as any item in a server, storage device, or network device containing non-volatile random access memory.

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

- If Oracle, in its sole discretion, determines that a disk drive(s), flash cache and/or parts need to be replaced, Oracle will send a replacement disk drive(s), flash cache, and/or parts to your location. Oracle personnel will install the replacement disk drive(s), flash cache and/or part and return the failed memory component to you. Oracle will use commercially reasonable efforts to send replacement parts to you consistent with the Onsite Response Time Targets for Hardware Support noted below.

If you acquire Oracle Customer Data & Device Retention Service, you will:

- Provide access to your facilities, systems, and operating environment, including root access.
- Provide access to your personnel, including IT and operational staff
- Provide a designated point of contact
- Be responsible for the proper disposal/destruction of replaced disk drive(s), flash cache and/or parts.

If you add Oracle Customer Data & Device Retention Service, you must maintain Oracle Premier Support for Systems; you must acquire Oracle Customer Data & Device Retention Service for (i) all servers of the same model number, (ii) all storage devices of the same model number, and/or (iii) all networking devices of the same model number.

If you renew Oracle Customer Data & Device Retention Services, the renewal fee for such services will be based on the Oracle Customer Data & Device Retention Service pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

## Oracle Onsite Spares

Oracle Onsite Spares provides you with delivery and maintenance of parts at your designated location(s). This service includes only those parts that are specified on your order.

Oracle Onsite Spares consists of the following:

- Parts
- Maintenance and replacement of parts
- Setup of parts onsite
- Semi-annual cycle counts
- Retrieval of parts at end of Support Period

If you acquire Oracle Onsite Spares, you will:

- Provide a secure storage area for parts clearly marked "Property of Oracle. You will ensure that (i) entry to such secure area is restricted to your personnel directly involved in shipping and receiving parts, and (ii) all vehicle and pedestrian access to your warehouse premises is secured against unauthorized access.
- Provide a designated point of contact

In order to acquire Oracle Onsite Spares, you must maintain Oracle Premier Support for Systems.

Oracle will maintain title to and ownership of parts unless or until any such part is exchanged with a damaged or faulty part and installed on a hardware system. Also, with the transfer of title to a part to you, title to the identical damaged or faulty part is transferred to Oracle.

If you renew Oracle Onsite Spares, the renewal fee for such services will be based on the Oracle Onsite Spares pricing policies in effect at the time of renewal. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order.

### **Oracle Business Critical Service for Systems**

Oracle offers a service to provide additional service-levels for systems running mission critical business functions. For information about the available service, please refer to <http://www.oracle.com/us/corporate/contracts/bus-critical-service-for-systems-1927926.pdf>

Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Oracle Business Critical Service for Systems is not subject to the Reinstatement policies stated above.

### **Advanced Customer Support**

If you acquire any of the below Advanced Customer Support services on your order, Oracle will provide the services described in the applicable exhibit(s) specified below:

- [Oracle Priority Support](#)
- Oracle Standard Systems Installations:
  - [Oracle Standard System Installation \("OSSI"\) - Basic Service Exhibit](#)
  - [Oracle Standard System Installation \("OSSI"\) with Site Audit Services Exhibit](#)
  - [Oracle Standard System Installation \("OSSI"\) without Site Audit Services Exhibit](#)
- [Oracle Standard Software Installation and Configuration for Systems](#)
- [Oracle Engineered Systems Configuration Services](#)
- [Oracle Preproduction Readiness Review for Systems Service](#) or [Oracle Preproduction Readiness Review for Oracle Platinum Services](#)
- [Oracle Go-Live Support for Systems Service](#) or [Oracle Go-Live Support for Oracle Platinum Services](#)
- [Oracle Start-Up Pack for Engineered Systems](#)

### **Oracle Tekelec Professional Services**

If you acquire any of the below Tekelec Professional Services on your order, Oracle will provide the services described in the [Tekelec Professional Services Descriptions](#).

- Oracle Communications Hardware Engineering Site Survey – Per Node Per Site
- Oracle Communications Hardware Installation – Per DC Frame or DC Application Frame enclosure extension
- Oracle Communications Hardware Installation – Per AC Frame
- Oracle Communications DC Hardware Extension Installation – Per Frame – Rack mount server and Shelf additions
- Oracle Communications Hardware Extension Installation – AC or DC Blade Server/Eagle Card/Switches – Per 16 cards/switches per site
- Oracle Communications AC Hardware Extension Installation – Per Frame – Rack mount servers and AC enclosure additions

## **6. Web-Based Customer Support Systems**

### **My Oracle Support**

My Oracle Support is Oracle's customer support web site for hardware 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.

### **Oracle Unbreakable Linux Network**

Access to the Oracle Unbreakable Linux Network is included with Oracle Premier Support for Systems and Oracle Premier Support for Operating Systems.



## 7. Tools Used to Perform Technical Support Services

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your hardware system (e.g., Oracle Shared Shell for hardware)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Auto Service Request)) to assist with issue resolution. The tools are licensed under the 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"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you. The tools may be subject to availability for selected products.

Further details about some of the current tools Oracle uses to provide technical support services, the data collected, and how the data is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may also contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, technical support policies, an order, or readme that a tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

### Auto Service Request

Auto Service Request ("ASR") allows Oracle products which are ASR-enabled to automatically initiate a service request when specific hardware faults occur by sending fault telemetry information to Oracle. If the ASR enabled hardware is entitled to service, a service request will be initiated on your behalf. The specific hardware faults detected by ASR vary by product type, product version and operating system. Not all hardware faults are detected or sent to Oracle. The ASR fault coverage is subject to change by Oracle at any time and without prior notice.

## 8. Global Customer Support Security Practices

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/us/support/policies/index.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>.

## 9. Severity Definitions

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

### Severity 1

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

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

Except as otherwise specified herein, reasonable efforts will be made to respond to Severity 1 service requests within one (1) hour. For response efforts associated with Oracle Communications EAGLE Premier Support, please see the Oracle Communications EAGLE Premier Support section above.

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

### Severity 2

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

### Severity 3

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

### Severity 4

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

## 10. Onsite Response Time Targets for Hardware Support

Except as otherwise specified herein, response time targets for hardware support are as specified below. The response time target for Sun Ray Clients, regardless of severity level, is limited to Advanced Parts Exchange with next business day delivery to your location. The response time target for Acme Packet hardware, regardless of severity level, is limited to Advanced Parts Exchange with next business day shipment to your location. The response time target for Tekelec hardware (i.e., Oracle Communications EAGLE hardware, Tekelec BNS and PIC (HP hardware),

regardless of severity level, is limited to Advanced Parts Exchange with shipment of the replacement part within forty-eight (48) hours of Oracle's acknowledgement that replacement of a hardware part is necessary.

Please refer to the attached document titled "[Oracle Service Locations](#)" (PDF) for a listing of service locations.

**Severity 1**

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below.

Within 2 hours:	Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location
Within 4 hours:	Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location
Next Day:	Your covered hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

**Severity 2**

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location within the time frames specified below. Onsite response times are during local business hours only.

Within 4 hours:	Your covered hardware system must be within 25 miles/40 kilometers of a designated Oracle service location
Within same business day:	Your covered hardware system must be within 26 – 49 miles/41 – 79 kilometers of a designated Oracle service location
Next Business Day:	Your covered hardware system is greater than 50 mile/80 kilometers from a designated Oracle service location

**Severity 3**

If Oracle determines, in its sole discretion, that onsite support is appropriate, an Oracle-dispatched engineer will generally arrive at your location the next business day from the close of local business hours or at a later mutually agreed-upon time (e.g., scheduled maintenance window).

**Note:**

The geographic location of your covered hardware system may cause on-site service to be unavailable or may require additional charges or longer Severity 1, Severity 2 and Severity 3 response times. Oracle reserves the right, in its sole discretion, to adjust Severity 1, Severity 2 and Severity 3 on-site response times or charge additional fees based on the location of the covered hardware system. Actual response times are subject to acts and conditions beyond Oracle's control and, therefore, Oracle's response may be delayed. Oracle is not responsible for response delays caused by factors outside its control. You should contact an Oracle Support Sales representative for more details regarding availability for your covered hardware systems.

## 11. Contact Information

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

# ATTACHMENT 2

# Oracle Hardware Warranty

Effective Date: 18-July-2014

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## 1. Overview

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

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

The term "hardware" refers to the computer equipment, including components, options and spare parts.

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

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

## 2. Transition to the Oracle Hardware Warranty

### Sun Microsystems

Orders for Sun Microsystems hardware placed between March 16, 2010 and May 31, 2010 that include SunSpectrum Support will receive the Sun Microsystems warranty available prior to the March 16, 2010 introduction of the Oracle Hardware Warranty. Please refer to the attached document "[Sun Microsystems Hardware Warranty Prior to March 16, 2010](#)" (PDF) for the detail on the warranty available prior to March 16, 2010.

All orders placed on or after June 1, 2010 will receive the Oracle Hardware Warranty. All orders placed between March 16, 2010 and May 31, 2010 that do not include SunSpectrum Support will receive the Oracle Hardware Warranty (but if such orders include SunSpectrum Support the "[Sun Microsystems Hardware Warranty Prior to March 16, 2010](#)" (PDF) will apply as stated above).

### **Pillar Data Systems**

Orders for Pillar Data Systems hardware placed before October 1, 2011 will receive the Pillar Data Systems warranty available at the time the order was placed. Please refer to the attached document "[Pillar Data Systems Hardware Warranty Prior to October 1, 2011](#)" (PDF) for details on the warranty. All orders placed after October 1, 2011 will receive the Oracle Hardware Warranty.

### **Xsigo Systems**

Orders for Xsigo Systems hardware placed before November 1, 2012 will receive the Xsigo Systems warranty available at the time the order was placed. Please refer to the attached document "[Xsigo Systems Hardware Warranty Prior to November 1, 2012](#)" (PDF) for details on the warranty. All orders placed after November 1, 2012 will receive the Oracle Hardware Warranty.

### **Acme Packet**

Orders for Acme Packet hardware placed before November 15, 2013 will receive the Acme Packet warranty available at the time the order was placed. Please refer to the attached document "[Acme Packet Products Warranty Prior to November 15, 2013](#)" (PDF) for details on the warranty. All orders placed after November 15, 2013 will receive the Oracle Hardware Warranty.

### **Tekelec**

Orders for Tekelec hardware placed before February 3, 2014 will receive the Tekelec warranty available at the time the order was placed. Please refer to the attached document "[Tekelec Products Warranty Prior to February 3, 2014](#)" (PDF) for details on the warranty. All orders placed after February 3, 2014 will receive the Oracle Hardware Warranty.

## **3. Oracle Hardware Limited Warranty**

Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) operating system and integrated software, (iii) the Software Media, and (iv) Tape Media. Software Media and Tape Media shall have the meanings ascribed to them below.

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

Oracle warrants that the StorageTek LTO5 and LT06 Ultrium and T10000 T2 tape media will be free from material defects in material and workmanship and will conform in all material respects to the specifications for its lifetime, meaning for so long as you use it in the configuration for which it was purchased originally. Oracle warrants that all other StorageTek LTO Ultrium and T10000 tape media, DLT/SuperDLT tape media, and 9840/9940 tape media will be free from material defects in materials and workmanship for a period of one (1) year from the date the tape media is delivered to you. Tape media identified in this section may collectively be referred to as Tape Media.

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

## **4. If You Experience a Warranty Issue**

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



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

## 5. Warranty Service

WEB Coverage: 24x7 – 365 Days per Year  
Phone Coverage: Local Business Hours  
Phone/Web Call Back Response (local business hours only):  
Severity 1 Issue – four (4) Hours  
Severity 2 Issue – eight (8) Hours  
Severity 3 Issue – Next Business Day

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

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

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

In the event that Oracle determines that your issue can be addressed by shipping a replacement part to you (a "Customer Replaceable Unit" or "CRU"), Oracle will ship the replacement CRU to your site ("Replacement CRU"). Based on availability, Oracle will use commercially reasonable efforts to ship the Replacement CRU within the response times set forth above starting once the diagnostic analysis is done. Replacement CRUs will be of new or like-new quality. You are responsible for installation of Replacement CRUs. Replacement CRUs are not warranted separately from the hardware, Software Media, or Tape Media, but are warranted as follows: (i) Replacement CRUs for hardware are warranted under the warranty terms remaining for the hardware into which the Replacement CRU is installed; (ii) Replacement CRUs for Tape Media or Software Media, are warranted under the warranty terms remaining for the Tape Media or Software Media being replaced.

Oracle may require that you return your hardware to the original factory-shipped hardware and software configurations before providing warranty service to you.

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

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

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

For Oracle to provide warranty service for hardware relocated outside the original country of delivery, notice of hardware relocation is required (unless the original country of delivery is in the European Union and the hardware is relocated within the European Union). To provide notice of hardware relocation, you must submit a completed Hardware Relocation Form which can be found [here](#). If the original country of delivery is in the European Union, and the hardware is relocated within the European Union, notice is not required; however, at your option, you may submit a completed Hardware Relocation Form to facilitate the provision of warranty service. Relocated hardware will be entitled to the warranty service available in the country to which the hardware is relocated.

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

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

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

## **6. Tools Used to Perform Warranty Services**

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your hardware (e.g. Oracle Shared Shell for hardware)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g. Auto Service Request)) to assist with warranty issue resolution. The tools are licensed under the 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"). The tools will not access, collect or store any personally identifiable information (except for warranty service and technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive warranty services. In addition, the tools data may be used by Oracle to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide warranty service to you.

Further details about some of the current tools Oracle uses to provide warranty services, and the data collected and how it is used, are described in the Global Customer Support Security Practices and on My Oracle Support. You may contact your Oracle sales representative or call your local Customer Support office for more details regarding the tools and availability.

If Oracle expressly provides in the tools documentation, an ordering document, or readme that the tool is provided under separate license terms ("Separate Terms") then the Separate Terms shall govern your access and use of the tool. Similarly, embedded third party software, or third party software, licensed under Separate Terms (for example Mozilla and LGPL) may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by your agreement with Oracle.

### **Auto Service Request**

Auto Service Request ("ASR") allows Oracle hardware which is ASR-enabled to automatically initiate a service request when specific hardware faults occur by sending fault telemetry information to Oracle. If the ASR enabled

hardware is entitled to service, a service request will be initiated on your behalf. The specific hardware faults detected by ASR vary by product type, product version and operating system. Not all hardware faults are detected or sent to Oracle. The ASR fault coverage is subject to change by Oracle at any time and without prior notice.

## 7. Global Customer Support Security Practices

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

## 8. What the Oracle Hardware Limited Warranty Does Not Cover

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

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

There is no warranty for any hardware, operating system, integrated software, Software Media or Tape Media that has been (i) modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware); (ii) maltreated or used in a manner other than in accordance with the relevant documentation or specifications or Software Media or Tape Media failures resulting from misuse, abuse, accident, neglect or mishandling, improperly adjusted or maintained drives, or incorrect environments; (iii) repaired by any third party in a manner which fails to meet Oracle's quality standards; (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner; (v) used with equipment or software not covered by an Oracle Warranty, to the extent that problems are attributable to such use; (vi) relocated, to the extent that problems are attributable to the relocation; (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations; (viii) used by parties appearing on the most current U.S. export exclusion list; (ix) relocated to countries subject to U.S. trade embargo or restrictions; or (x) used remotely to facilitate any activities in the countries referenced in (ix) above; or (xi) purchased from any entity other than Oracle or an Oracle authorized distributor.

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

## 9. Third-Party Products

Installation of non-Oracle product by you, or your representative (other than by Oracle), into hardware is strongly discouraged due to the hardware warranty implications outlined below.

Oracle does not warrant any other third-party products installed into or attached to hardware. Further, if third-party product is installed, or fails, in a manner that damages the hardware, then the hardware warranty will not cover such damage. Replacement or repair of any damaged components in these situations would be subject to additional charges.

Installation of non-Oracle product into Oracle hardware may also impede and/or add costs in obtaining warranty services for certain failure conditions. Interoperability, timing, and intermittent failures are some examples of failure conditions that may require the removal or replacement of the third-party product from the hardware.

For those failure conditions directly or indirectly related to third-party product (which would include any components accessing or connected to that product that are exhibiting failures), Oracle may, at its sole discretion, remove the third-party product, or require the customer to remove the third-party product, before commencing



with the troubleshooting process. Oracle's services for removing the third-party product will be subject to additional charges.

If it is determined that the cause of the failure is the third-party product, then Oracle will charge for the entire service call.

If it is determined that the third-party product is not the cause of the failure (i.e., if the problem would have occurred even if third-party product was not installed in or attached to the hardware), then Oracle's service call will be addressed under the terms of the Oracle Hardware Warranty; provided that the removal of any third-party product by Oracle will be subject to additional charges.

## **10. Limitations**

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

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

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

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

## **11. Contact Information**

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

# ATTACHMENT 3

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# Oracle Platinum Services Policies

Effective Date: 1-October-2014

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## 1. Overview

Unless otherwise stated, these Oracle Platinum Services Policies apply to technical support services for Certified Platinum Configurations, as defined below.

"You" and "your" refers to the individual or entity that is eligible to receive Platinum Services from Oracle or an Oracle-authorized distributor.

A "Certified Platinum Configuration" is a combination of the hardware systems, integrated software, operating system and programs as described here: <http://www.oracle.com/us/support/library/certified-platinum-configs-1652888.pdf>.

A "gateway" is the computing platform, consisting of the Oracle Advanced Support Gateway available on [My Oracle Support](#) and a physical or virtual hardware platform, which hosts Oracle's fault monitoring tools (e.g., Auto Service Request, Oracle Configuration Manager and Oracle Enterprise Manager).

To receive Platinum Services as provided by Oracle Support Services ("OSS") and described in the "Platinum Services" section below, you must: (i) have a Certified Platinum Configuration running the program releases unaltered, (ii) be current on a technical support services contract for Software Update License & Support, as described here: <http://www.oracle.com/us/support/library/057419.pdf>, and Oracle Premier Support for Systems, as described here: <http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf>, (iii) properly license all programs in the Certified Platinum Configuration, (iv) enable continuous connection to the Certified Platinum Configuration, as specified by Oracle, (v) acquire a gateway that meets the minimum gateway specifications as described here: <http://www.oracle.com/us/support/library/advanced-support-gateway-host-reqs-1896462.pdf>, (vi) permit Oracle to deploy its Virtual Private Network ("VPN") on the gateway, (vii) provide network access to deploy the gateway, VPN, and Oracle fault monitoring tools, and (viii) provide Oracle with administrative level privileges and access to the Certified Platinum Configuration. Platinum Services are in addition to Software Update License & Support and Oracle Premier Support Systems, as described above.

These Oracle Platinum Services 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 technical support services provided for a Certified Platinum Configuration during the technical support services period for which fees for technical support services have been paid.

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

## 2. Initiating Platinum Services

In preparation for the Platinum Services, Oracle will work with you to prepare a plan: (i) for the transfer of relevant information to Oracle regarding the Certified Platinum Configuration, (ii) for the deployment of Oracle fault monitoring tools into your Certified Platinum Configuration, (iii) that describes the pre-requisites for the Platinum Services that you must meet before Oracle can commence Platinum Services, and (iv) that identifies the tasks to be executed by Oracle and you to facilitate the delivery of the Platinum Services.

With respect to initiating the Platinum Services, Oracle will:

1. Conduct meetings and/or organize efforts with you to determine the following:
  - o Certified Platinum Configuration, including current version levels, patch levels and configuration.
  - o The network architecture in which the Certified Platinum Configuration is deployed, including connectivity to external networks and the internet.
  - o The appropriate location for the deployment of the gateway and VPN within your Certified Platinum Configuration.
2. Participate in technical discussions with you on issues related to the Platinum Services.
3. Provide instruction to you on Oracle's notification process, service request process, configuration, and change management processes that are integral to the delivery of the Platinum Services.
4. Provide instruction to you on the use and functionality of the Portal, as defined below.
5. Provide instruction to you on the Oracle installation of the gateway, VPN, and Oracle fault monitoring tools required by Oracle to monitor, restore, and/or patch the Certified Platinum Configuration.
6. Describe the remote patch installation processes that will occur once the Platinum Services are initiated.
7. Describe the necessary pre-requisites that are required before the Platinum Services can be initiated.
8. Perform a one-time high level assessment of your Certified Platinum Configuration patch profile and provide you a patch assessment report of Oracle's findings. The assessment may cover the following topics:
  - Reviewing the Certified Platinum Configuration patch inventory to determine what patches have been installed;
  - Reviewing recommended patches to identify possible conflicts between the recommended patches and the installed patches; and

Oracle will remotely review the report with you. Oracle will provide you with any recommended patch set(s). You will be responsible for approving any patches to be installed, implementing the recommended patch set(s), and installing the most current patch sets for your Certified Platinum Configuration prior to Oracle performing your first remote patch installation.

In support of the initiation of the Platinum Services, you will:

1. Provide technical resources to participate in the meetings and discussions with Oracle, described above.
2. Provide your configuration documents, technical architecture documents, inventory information and other appropriate documentation related to the Certified Platinum Configuration, within either: (i) five (5) days of the order for the gateway or (ii) five (5) days from determination of eligibility for the Platinum Services.
3. Provide Oracle with any other necessary documentation, information, and data required for Oracle to initiate the Platinum Services.

## 3. Platinum Services

Platinum Services consist of the following:

**Customer Specific Portal:** Oracle will provide you with a customer specific web portal ("Portal") to track the status of the Platinum Services, which may consist of one or more of the following items:

- a) Orientation session materials;
- b) Contact and account information;
- c) Escalation procedures;

- d) Useful links (e.g., Oracle's technical support policies);
- e) Reports (see below);
- f) Certified Platinum Configuration information;
- g) Overall service status; or
- h) Service request change management status and patch management status.

Oracle will provide you with a password to access your Portal. Access to the Portal is subject to the My Oracle Terms of Use posted on [My Oracle Support](#). It is your responsibility to provide and maintain current notification contact information in the Portal.

**Event and Certified Platinum Configuration Reporting:** Oracle will provide you the following reports which will be made available via the Portal:

1. **Event Reports.** Oracle will provide event reports to assist you in identifying patterns that may help predict or identify improperly tuned components of the Certified Platinum Configuration. Oracle will determine the specific performance indicator data that will be collected for these reports. Event reports are updated once per hour, twenty-four (24) hours per day. Event reports contain the most recent thirty (30) days of data collected, and are organized by date, and event type.
2. **Certified Platinum Configuration Reports.** Oracle will provide Certified Platinum Configuration reports which will include a list of targets, associated versions, and patch history. Any such reports will be based on data provided or received during the performance of the Platinum Services.

**Fault Monitoring Services:** Oracle will monitor the Certified Platinum Configuration twenty-four (24) hours per day, seven (7) days a week ("24x7") to identify events that represent faults in the proper functioning of the Certified Platinum Configuration. Each detected event that results from an immediate material reduction in the quality of performance of the Certified Platinum Configuration is referred to as a "fault." Oracle will determine whether an event constitutes a fault.

For each detected fault, Oracle will:

- a) Gather additional information pertaining to the fault.
- b) Categorize the fault based upon the definitions of Severity in Oracle's technical support policies, which are available at <http://www.oracle.com/us/support/policies/index.html>.
- c) Create a service request in the Portal for faults assigned as Severity 1 or Severity 2. For all other Severity levels, Oracle will post the fault to the Portal, but will not create a service request. You may, at your discretion, create a service request in [My Oracle Support](#).
- d) Notify you of all Severity 1 and Severity 2 service requests using the e-mail information of your designated contact in the Portal.

Oracle will provide the following fault monitoring services and Oracle will determine the tasks and criteria used to monitor the Certified Platinum Configuration:

1. **Hardware System and Integrated Software Monitoring.** Oracle will monitor the hardware system and integrated software for faults in the proper functioning of the hardware system and integrated software.
2. **Operating System Monitoring.** Oracle will monitor the operating system(s) for faults in the proper functioning of the operating system.
3. **Software Monitoring.** Oracle will monitor the certified Platinum Services program releases for faults. Software monitoring services consist of: (i) monitoring the fault generated by the certified Platinum Services program release, and (ii) capturing key configuration parameters using Oracle fault monitoring tools.
4. **Oracle Database Monitoring.** Oracle will monitor the Oracle database for faults in the proper functioning of the Oracle database. Oracle database monitoring consists of: (i) monitoring the event information provided by the Oracle database as recorded to log files and detected by custom tuned monitors, and (ii) capturing key database configuration parameters using Oracle fault monitoring tools.



**Remote Patch Installation:** Except as otherwise specified in this section, Oracle will remotely install patch bundles for the Certified Platinum Configuration up to four (4) times a year as described below. You will be responsible (i) for contacting Oracle to schedule the remote patch installation and (ii) for approving any patch to be installed. The exact timing of each patch installation will be mutually agreed prior to installation and documented in the Portal. A list of Certified Platinum Configurations, the programs that will be patched, and the scope of the remote patching installations is available at <http://www.oracle.com/us/support/library/remote-quarterly-patching-scope-1652890.pdf>.

Except as otherwise specified for Oracle database 11.2.0.4, you must upgrade to the latest release of the patch bundle for the Certified Platinum Configuration within six (6) months of its availability and you may not be more than two (2) patch bundle releases behind the latest release as described here:

<http://www.oracle.com/us/support/library/certified-platinum-configs-1652888.pdf>. For Oracle database 11.2.0.4, you must upgrade to the latest release of the patch bundle for the Certified Platinum Configuration within twelve (12) months of its availability and you may not be more than four (4) patch bundle releases behind the latest release as described here: <http://www.oracle.com/us/support/library/certified-platinum-configs-1652888.pdf>.

Except for the patch installation services stated in this section, you are responsible for installation of all upgrades and patches to your Certified Platinum Configuration. Remote patch installations do not include Oracle Database version upgrades (e.g., 11.x to 12.x). Remote patch installation services are not available if you are running SAP applications with the Oracle database. Oracle database patch set release upgrades (e.g. 11.2.0.2 to 11.2.0.3) are not normally included in the remote patch installations described in this Policy; however, you may request an Oracle database patch set release upgrade and, if Oracle agrees to install the upgrade, it will count as a separate remote patch installation and your total remote patch installations for the year will be reduced accordingly. Remote patch installations include the following services:

1. Support Activity Reviews—once a quarter, Oracle will review with one of your technical contact(s) (via telephone) all Certified Platinum Configuration patch installation activities for that quarter, including service requests logged by your technical contact(s), status reports, and outstanding actions to complete; and will provide an assessment of your patch plans.
2. Remote Patch Installation – Oracle will remotely perform the patch installation using either of the approaches listed below or a combination of the listed approaches depending on the patch.
  - a. Oracle will remotely perform the patch installation while your Certified Platinum Configuration is online. Patches will be installed on each application, server, storage server, or storage array. Patches will be installed one server at a time in a rolling fashion.
  - b. Oracle will remotely perform the patch installation while your Certified Platinum Configuration is online. In order to complete the patch installation, the Certified Platinum Configuration may need to be shutdown, the hardware system may have to be rebooted and the Certified Platinum Configuration may have to be brought back up.

While planning a remote patch installation, the parties will discuss the approach(es) Oracle is going to use to perform the remote patch installation and the expected impact to your Certified Platinum Configuration during the timing and performance of the remote patch installation.

**Dedicated Escalation Hotline and Escalation Managers:** You will follow the service request escalation process documented on [My Oracle Support](#) (i.e., “How to Escalate a Service Request (SR) with Oracle Support Services [ID 199389.1]”) and you will be routed to a dedicated hotline and dedicated escalation managers specializing in the Certified Platinum Configuration.

## 4. Platinum Services Response Time Targets

Consistent with the Severity definitions specified in Oracle’s then current technical support policies, the following response times will be provided for the Certified Platinum Configuration:

- 1) Oracle will endeavor to provide you with notification of Oracle detected faults that may result in a confirmed Severity 1 and Severity 2 service request. Notification by e-mail of detected faults will be within

five (5) minutes of Oracle's detection of the fault. Such notification time-frames start upon the detection of the fault by the Oracle fault monitoring tools, and end when Oracle makes its first attempt to contact your notification contacts via e-mail.

- 2) Within fifteen (15) minutes after fault notification has been made, the fault will be validated and analyzed by Oracle, and a service request will be opened at the appropriate Severity Level (Severity 1 or Severity 2). Severity level designation is automatically determined from the type of fault event captured by the Oracle fault monitoring tools. Upon completion of analysis, Oracle may decide to upgrade or downgrade the severity level of the service request based upon the Severity definitions in Oracle's then current technical support policies, which are available at <http://www.oracle.com/us/support/policies/index.html>.
- 3) For Severity 1 service requests, Oracle will use commercially reasonable efforts to provide an action plan to restore the affected component or functionality within fifteen (15) minutes after the service request has been opened. If, at the end of the fifteen (15) minutes, restoration of the Certified Platinum Configuration is not progressing, OSS will escalate the service request to Oracle Engineering. Upon escalation, Oracle will use commercially reasonable efforts to provide a modified action plan for restoration of the Certified Platinum Configuration within thirty (30) minutes after the service request has been opened. The modified action plan will be developed in conjunction with Oracle Engineering and may include a joint debugging session between you and Oracle. Upon restoration of the affected component or functionality, the response times specified in this section no longer apply and the service request will follow Oracle's Severity definitions, as specified in Oracle's then current technical support policies.

In the event you log a Severity 1 or Severity 2 service request for the Certified Platinum Configuration, the above response times are only available if such service request(s) is logged in English. Service requests submitted in any language other than English will follow Oracle's Severity definitions, as specified in Oracle's then current technical support policies, which are available at <http://www.oracle.com/us/support/policies/index.html>.

## 5. Your Obligations

Oracle will not be responsible for any deficiency in performing the Platinum Services if such deficiency results from your failure to provide full cooperation. You acknowledge that Oracle's ability to perform the Platinum Services is contingent upon your fulfillment of your obligations stated in these Oracle Platinum Services Policies, the technical support policies identified in the "Overview" section and the following:

- a. Provide Oracle with the serial number and/or other identification and entitlement information for the Certified Platinum Configuration in the manner specified by Oracle.
- b. Maintain the properly configured Certified Platinum Configuration to support the Platinum Services.
- c. Assist Oracle with the installation of the gateway, VPN, and Oracle fault monitoring tools as required for delivery of the Platinum Services, including:
  - i. Allowing Oracle to install and utilize the Oracle fault monitoring tools on the Certified Platinum Configuration; and
  - ii. Providing Oracle with login accounts for the Certified Platinum Configuration to enable Oracle to install and configure the Oracle fault monitoring tools, periodically patch, restore service, and maintain the Oracle fault monitoring tools. This includes allowing Oracle to restore the functionality of the Oracle fault monitoring tools if they fail to operate.
- d. Ensure the gateway (i) has sufficient rack and floor space, AC electrical power and internet connectivity, (ii) is correctly located within your local-area network and wide-area network environment(s) (as agreed to with Oracle) and attached to your network, (iii) is supported at your expense, to physically rack, stack, and power-up, (iv) is positioned such that the Certified Platinum Configuration can be logically routed to it using layer 3 internet protocol ("IP"), and (v) is only used by persons authorized by Oracle in support of the Platinum Services.
- e. Upon Oracle's request, you must provide the network addresses and implement a firewall policy that allows Oracle to deploy and configure the Oracle fault monitoring tools.
- f. Provide Oracle with two (2) public facing and two (2) private IP addresses, associated net-mask, for the gateway, and configure your security (i.e., firewall) posture to allow outbound connectivity on pre-defined ports from the gateway.
- g. Provide on-site troubleshooting in the event that Oracle is not able to remotely connect to the gateway.



- h. Except for the remote patch installations performed by Oracle as described under the Platinum Services, you must install patches, upgrades, updates, and/or fixes as recommended by Oracle to maintain the stability of the Certified Platinum Configuration.
- i. Provide one or more non-production patching environments for each production environment related to the Platinum Services, where the Platinum Services include making any changes to such production environments. Such non-production environment(s) shall be configured and maintained as per the agreed upon change management process to support delivery of the Platinum Services.
- j. Work with Oracle to establish processes and procedures for and assign staff members who are properly trained and suitably experienced in their area of responsibility (e.g., a database administrator), to support Oracle in the delivery of Platinum Services.
- k. Maintain Internet connectivity with availability of 99.5% or better as measured on a monthly basis.
- l. In the event that you log a manual service request for the Certified Platinum Configuration, you will: (i) log any such service request utilizing the customer support identifier and serial number for the Certified Platinum Configuration, (ii) attach the relevant configuration, as generated by Oracle Configuration Manager, to the service request, and (iii) gather and provide any diagnostic information requested by OSS to assist in the resolution of the service request.
- m. All Oracle Fusion Middleware programs that are included in a Certified Platinum Configuration must be configured in a clustered fashion with the possibility for failover in the event of an outage.

In the event you do not meet the requirements or fulfil an obligation stated in these Oracle Platinum Support Policies you will no longer be eligible to receive Platinum Services, and Oracle, at its sole discretion, may discontinue providing the Platinum Services.

## 6. Remote Services

Generally, the Platinum Services will be provided remotely, primarily using electronic communication, which may include tools, scripts, software, and utilities that monitor, collect, and report on various aspects of the Certified Platinum Configuration. Common internet protocols and applications, such as snmp, telnet, ftp, rpc, e-mail, and web browsers, may be employed in connection with the remote delivery of the Platinum Services.

## 7. Oracle Fault Monitoring Tools

The Oracle fault monitoring tools provided as part of the Platinum Services are subject to the terms specified in the Tools Used to Perform Support Services sections of the Oracle Software Technical Support Policies located at: <http://www.oracle.com/us/support/library/057419.pdf> and the Oracle Hardware and Systems Support Policies located at: <http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf>.

For purposes of these Oracle Platinum Services Policies, Oracle may collect and maintain the following information with respect to the Platinum Services provided hereunder:

- a. Hardware system specifications (e.g., make, model, serial number, number of CPUs, size of disk, size of RAM);
- b. Physical rack specifications (e.g., cage, rack, floor);
- c. Operating system specifications (e.g., version);
- d. Web server, application, or database specifications (e.g., name, version, applied patches); and
- e. Information about locations, customers, and users.

All Certified Platinum Configuration details will be stored in [My Oracle Support](#). The extent to which you have access to [My Oracle Support](#) and the data contained therein may be limited at Oracle's sole discretion.

## 8. Network Access

Oracle utilizes the gateway to connect to the Certified Platinum Configuration to deliver the Platinum Services. You agree that Oracle may access your systems using a VPN. You are responsible for the installation and configuration of the VPN and the gateway, as per Oracle specifications and instructions.

You are responsible for ensuring that your network and systems comply with specifications that Oracle provides and that all components monitored and patched by Oracle within the Certified Platinum Configuration are accessible through the VPN connection. You agree to open ports and adjust firewall rules to allow network traffic to pass between the gateway and Oracle.

Oracle is not responsible for network connections or for issues, problems, or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If the established VPN fails to allow Oracle access to perform the Platinum Services, you agree that Oracle is no longer obligated to deliver the Platinum Services.

## 9. Change Management

If you make any changes to the Certified Platinum Configuration that will impact the Oracle fault monitoring tools installed on the Certified Platinum Configuration, you must notify Oracle of the impending change via the change management function within the Portal. The Portal allows you to selectively disable monitoring during key system changes, initiated by you, so that service requests are not initiated automatically as a result of faults caused by the change. You will notify Oracle of an impending change (and disable monitoring) by entering a change request within the Portal.

During remote patch installation, Oracle will use the change management process available in the Portal to govern the proposed introduction of the change to the Certified Platinum Configuration. Oracle will enter a change request in the Portal during patching.

The process for entering a Change Request is as follows:

1. Change Request. A proposed change to the Certified Platinum Configuration must be requested via the change management section within the Portal. Specifically, a change request must be initiated in the Portal with the following items:
  - a. Change owner;
  - b. Designated implementer;
  - c. Contact information;
  - d. Change summary;
  - e. Description of change;
  - f. Reason for change;
  - g. Specify "Change priority" as "Planned" and "Change category" as "Major";
  - h. Affected component(s) of the Certified Platinum Configuration; and
  - i. Schedule start/stop and duration.
2. Approval of Change Requests. Prior to being implemented, a change must be mutually agreed upon in writing.
3. Oracle understands that from time to time, you may disable monitoring on the Certified Platinum Configuration while you carry out maintenance or Oracle executes patching. During these time periods, Oracle will attempt to maintain Platinum Services. However, if monitoring is disabled for longer than: either (i) twenty-four (24) hours, or (ii) a mutually agreed period of time, or (iii) the VPN is disabled by you, then Oracle reserves the right to discontinue providing Platinum Services.

## 10. Global Customer Support Security Practices

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/us/support/policies/index.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 located at: <http://www.oracle.com/us/support/library/customer-support-security-practices-069170.pdf> 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>.

## **11. Termination of Platinum Services**

You may terminate Platinum Services at any time by submitting a service request in the Change Management section of the Customer Specific Support Portal. In the event you (i) terminate the Platinum Services or (ii) are no longer eligible to receive Platinum Services, then a date upon which the Platinum Services will terminate will be determined (the "Termination Date"). Prior to the Termination Date, the following decommission activities will take place:

At least fourteen (14) calendar days prior to the Termination Date, Oracle will cease triage, management and support activities on newly created service requests that are not Severity 1 or Severity 2.

On the Termination Date, Oracle will:

1. Enter a change ticket into the Portal to move the Certified Platinum Configuration that will be terminated from an active production monitoring status to a retired monitoring status;
2. Disable the VPN connection;
3. Terminate your access to the Portal and the Platinum Services infrastructure, as applicable; and
4. Cease performing the Platinum Services.

Oracle will provide you with the instructions for returning Oracle owned equipment provided to you for performances of the Platinum Services. If you have not returned the equipment within forty-five (45) days of the Termination Date of the Platinum Services then you will pay the then current fee for the unreturned equipment.

## **12. Contact Information**

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

# ATTACHMENT 4

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# Oracle Software Technical Support Policies

Effective Date: 17-December-2014

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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.

Product release and supported platforms information for all Oracle programs, other than Phase Forward and Nimbula programs, 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.

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.

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), Enterprise Manager\* (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 Partner Initiative ("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, and Personal Edition.
- Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, WebLogic Server Enterprise Edition, WebLogic Server Standard Edition, WebLogic Suite, and Web Tier.
- Oracle FLEXCUBE Core Banking programs
- Oracle FLEXCUBE Universal Banking for Retail programs
- Oracle FLEXCUBE Universal Banking for Corporate programs
- Oracle FLEXCUBE Lending & Leasing programs
- Oracle Daybreak programs
- Oracle Banking programs

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

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

### **Matching Service Levels**

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

### **Reinstatement of Oracle Technical Support**

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

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

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

### **Pricing following Reduction of Licenses or Support Level**

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



## Custom Application Bundles

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

## Unsupported Programs

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

## Technical Contacts

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

You may designate one (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 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; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

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

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

### 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 11gR2:** The Extended Support fee has been waived for the period of February 2015 – January 2016. During this period, you will receive Extended Support during these periods as described in the Oracle Technical Support Levels section below.
3. **Oracle Database 10gR2:** Except as otherwise specified in the table below, Extended Support will be made available at Oracle's then current Extended Support pricing from: August 2013 – July 2015. Extended Support for Oracle Database 10gR2 will be limited to Severity 1 fixes only; critical patch updates will not be made available.

For customers running Oracle Database 10gR2 on:

Platform	
Fujitsu BS2000	The Extended Support fee will be waived from August 2010 – July 2014.
HP OpenVMS on Itanium	The Extended Support fee will be waived from August 2010 – July 2015. For the period of August 2015 – 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.
Linux Itanium and Windows Itanium	For the period of August 2013 – December 2015, 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.
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4. **HP-UX and Itanium-2 Processor:** The following Extended Support exceptions apply to those customers running the supported Oracle program releases on certified OS versions of the HP-UX on the Itanium-2 processor based platform:

Oracle Program Release	
Oracle Database 10gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of August 2013 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of September 2015 – December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Oracle Database 11gR2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2020. For the period of February 2018 – December 2020, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
WebLogic Server 9.2	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of December 2013 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.
Tuxedo 9.1	Extended Support will be available, at Oracle's then-current Extended Support fees, through December 2015. For the period of July 2014 - December 2015, Extended Support will be limited to Severity 1 fixes only; critical patch updates will not be made available.

5. **Oracle e-Business Suite:**

- a) **Oracle e-Business Suite Extended Support:** The Extended Support fee has been waived for the Oracle program releases and periods stated below.

Oracle Program Release	The Extended Support Fee will be waived from:
Oracle e-Business Suite 12.0	February 2012 – January 2015
Oracle e-Business Suite 12.1	January 2017 – December 2019

- b) **Oracle e-Business Suite 11.5.10 Sustaining Support:** For Sustaining Support for Oracle e-Business Suite 11.5.10, provided from December 2013 – December 2015, Oracle will continue to provide: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the 2013 and 2014 tax years. During this period, payroll regulatory tax updates will only be provided for the countries and tax years specified below.

Country	2013 Tax Year	2014 Tax Year
United States and Canada	January 1, 2013 – December 31, 2013	January 1, 2014 – December 31, 2014



United Kingdom	N/A	April 6, 2013 – April 5, 2014
Australia	N/A	July 1, 2013 – June 30, 2014

6. **PeopleSoft Enterprise 9.0 and PeopleSoft Enterprise 9.1:** The Extended Support fee will be waived for the entire Extended Support period.
7. **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 A9.1:** The Extended Support fee will be waived from: May 2013 – April 2015.
  - c. **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.
8. **Oracle Portal 11gR1 and Oracle Discoverer 11gR1 (Oracle Fusion Middleware):** The Extended Support fee will be waived from July 2014 – June 2015.
9. **Oracle Exadata Storage Server Software 11.2 (program releases 11.2.3.2.2 and above):** The Extended Support fee will be waived from October 2014 – September 2015.
10. **Oracle Insurance Policy Administration System (J2EE) 8.016.43.0 Sustaining Support:** For Sustaining Support for Oracle Insurance Policy Administration Systems (J2EE) 8.016.43.0, Oracle will continue to provide Severity 1 fixes through December 31, 2014.

## 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, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Current licensees of MySQL Classic Edition Annual Subscription, MySQL Cluster Carrier Grade Edition Annual Subscription, MySQL Enterprise Edition Annual Subscription or MySQL Standard Edition Annual Subscription ("MySQL Subscription"), may receive Software Update License & Support (SULS) for MySQL Community Edition,\* except that SULS for MySQL Community Edition does not include Updates of any kind. MySQL Community Edition may not contain all of the features and functionality of the programs contained in the MySQL Subscription. (\*Community Edition refers to MySQL licensed under the GPL license.)
- For Oracle VM VirtualBox Enterprise, Software Update License & Support (SULS) is limited to the platforms specified [here](#). SULS is not available for Oracle VM VirtualBox Enterprise features noted as experimental; such features are specified in the Oracle VM VirtualBox User Manual located [here](#)
- Access to Platinum Services as described at <http://www.oracle.com/us/support/library/platinum-services-policies-1652886.pdf>

- Non-technical customer service during normal business hours

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

- The Software Update License & Support described above
- 24x7 access to Oracle Unbreakable Linux Network
- Hardware Certification<sup>1</sup>
- 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

### 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, which includes general maintenance releases, selected functionality releases, and documentation updates
- 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
- 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

*Extended Support for Oracle Linux* - Extended Support is not available for the Oracle Linux programs.

## **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, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

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

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

- Access to My Oracle Support (24 x 7 web-based customer support systems), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Access to patches, fixes, and security alerts created during the Premier Support period

Sustaining Support for the Oracle Linux programs does not include:

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

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

- Minor updates and bug and security fixes created during Premier Support and Extended Support (if offered and only after the Extended Support Period ends)

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

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

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

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

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

Sustaining Support for the Nimbula program releases does not include:

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

### Oracle Communications Network Software Premier & Sustaining Support

Oracle Communications Network Software Premier Support is available for the following program categories (collectively “Oracle Communications Network Software”): Oracle Communications EAGLE, Oracle Communications Performance Intelligence Center, Oracle Communications Diameter Signaling Router, Oracle Communications Policy Management and Oracle Communications Subscriber Data Management. Oracle Communications Network Software Premier 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
- 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 <sup>1</sup>	Remote Restoration Time <sup>1</sup>	Resolution Time <sup>1</sup>
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 and security alerts created during the Premier 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 fixes and security alerts
- Remote installation of Oracle Communications Network Software
- Certification with new third party products/versions
- Response Times identified above

## 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 Solaris Development Tools Support**

Oracle Solaris Development Tools Support is available for the following programs: Oracle Solaris Studio and Oracle Solaris Studio Express. If you acquire Oracle Solaris Development Tools Support, you will receive support for all of the programs included above.

Oracle Solaris 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 Solaris Development Tools Support does not include upgrades to new program releases or access to Oracle Solaris updates, fixes or patches. Contractual caps on technical support fees do not apply to these services, 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**

Java SE Support is available for Java SE program releases. Java SE Support consists 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 Java SE Support, the services described above are in support of licenses you acquired separately. Bug fixes, security fixes and minor 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.

### **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 OPN Interaction Center 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 at <http://www.oracle.com/us/corporate/contracts/priority-support-2332207.pdf>.

### **North American Payroll Tax Updates**

North American Payroll Tax Updates is available for the following Peoplesoft HRMS Payroll for North America program releases: 8.8 Service Pack 1, 8.9 and 9.0. Customers who acquire North American Payroll Tax Updates will receive one (1) calendar year of tax updates for the applicable Peoplesoft HRMS Payroll for North America program release. North American Payroll Tax Updates is only available in the following countries: United States, Canada and Puerto Rico.

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.

North American Payroll Tax Updates may be acquired for the applicable Peoplesoft HRMS Payroll for North America program releases as follows: (i) through December 2017 for program releases 8.9 and 9.0 and (ii)



through December 2016 for program release 8.8 Service Pack 1. 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.

### Global Payroll Legislative Tax Updates

Global Payroll Legislative Updates is available for PeopleSoft HRMS Global Payroll program release 8.9. Customers who acquire Global Payroll Legislative Updates will receive one (1) calendar year of legislative updates for PeopleSoft HRMS Global Payroll program release 8.9. Global Payroll Legislative Updates is only available in the following countries: Australia, New Zealand, Spain, France, Mexico, United Kingdom and India.

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

Global Payroll Legislative Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for PeopleSoft HRMS Global Payroll program release 8.9. Contractual caps on technical support fees do not apply to these services, unless expressly stated otherwise in the applicable order. Global Payroll Legislative Tax Updates are not subject to the Reinstatement policies stated above.

### Financials Legislative Updates for Oracle E-Business Suite

Financials Legislative Updates for Oracle E-Business Suite is available for the Oracle E-Business Suite releases specified in the Financial Legislative Updates for Oracle E-Business Service Availability Matrix below. If you purchase these services, you will receive one (1) calendar year of financials legislative updates and/ or Severity 1 fixes for the applicable Oracle E-Business Suite release. In order to acquire Financials Legislative Updates for Oracle E-Business Suite, your licensed Oracle E-Business Suite must be currently supported with Software Update License & Support.

The Financials Legislative Updates for Oracle E-Business Suite service consists of the following components that can be purchased separately: Tier 1, Tier 2, Tier 3 and Single Country. Tier 1, Tier 2 and Tier 3 consist of services for more than one country. Single Country consists of services for an individual country. Please see the Financials Legislative Updates for Oracle E-Business Service Availability Matrix below for service availability and time frames.

The components are as follows:

**Tier 1** - Tier 1 consists of: Severity 1 fixes, critical patch updates and United States Tax Form 1099 updates for the applicable tax year(s). For the Oracle E-Business Suite 11.5.10 release, Tier 1 is currently available through December 31, 2015 at no additional fee under Sustaining Support to customers currently supported with Software Update License & Support; thereafter the fee will be based upon the then-current Tier 1 fee. Please see the Lifetime Support section above for additional information. For the Oracle E-Business Suite release 12.0.6, the fee will be based upon the then-current Tier 1 fee.

**Tier 2** - Tier 2 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, and South Korea. If you purchase Tier 2, your fee for such services will be based on the then-current Tier 2 fee.

**Tier 3** - Tier 3 consists of: Severity 1 fixes, critical patch updates, United States Tax Form 1099 updates for the applicable tax year(s), and financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, and additional countries as specified on [My Oracle Support](#) (i.e., [Financials Legislative Updates for Oracle E-Business Suite 11.5.10 \(Doc ID 1597513.1\)](#)). If you purchase Tier 3, your fee for such services will be based on the then-current Tier 3 fee.



**Single Country** - Single country consists of: Financials legislative updates for the following countries: United States, Canada, Mexico, United Kingdom, France, Italy, Netherlands, Germany, Switzerland, South Africa, Spain, Saudi Arabia, United Arab Emirates, Bahrain, Kuwait, Australia, Japan, China, South Korea, Poland and Brazil. If you purchase the Single Country option, your fee for such services will be based on the then-current Single Country fee.

The following Financials Legislative Updates for Oracle E-Business Service Availability Matrix describes the service availability and time frames.

<b>Financials Legislative Updates for Oracle E-Business Service Availability Matrix</b>		
	<b><u>Oracle E-Business Suite 11.5.10 cumulative update 2</u></b>	<b><u>Oracle E-Business Suite 12.0.6</u></b>
<b>Tier 1</b>	December 1, 2013 – December 31, 2016*  *Please see the Tier 1 description above for services provided through December 31, 2015	February 1, 2015 – December 31, 2015
<b>Tier 2</b>	December 1, 2013 – December 31, 2015	Not Available
<b>Tier 3</b>	December 1, 2013 – December 31, 2015	Not Available
<b>Single Country</b>	December 1, 2014 – December 31, 2015	Not Available

Information on financials legislative updates and applicable countries is available on [My Oracle Support](#) (i.e., [Financials Legislative Updates for Oracle E-Business Suite 11.5.10 \(Doc ID 1597513.1\)](#) and [E-Business Suite Releases – Support Policy FAQ \(Doc ID 1494891.1\)](#)). Financials Legislative Updates for Oracle E-Business Suite will be delivered through My Oracle Support.

The following only applies to Oracle E-Business Suite 11.5.10:

- 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).
- Country-specific financials legislative updates (“localized updates”) provided under Tier 2, Tier 3 and Single Country will only be made available if such localized updates are also made available in a subsequent release of Oracle E-Business Suite. In the event localized updates are provided for additional countries in a subsequent release of Oracle E-Business Suite, such localized updates for the additional countries will not be provided for Oracle E-Business Suite 11.5.10.
- 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.

If you renew Financials Legislative Updates for Oracle E-Business Suite, 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 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
<b>Australia</b>	See note 1 below	July 1, 2014 – June 30, 2015	Not Available
<b>United Kingdom</b>	See note 1 below	April 6, 2014 – April 5, 2015	April 6, 2015 – April 5, 2016
<b>United States</b>	See note 1 below	January 1, 2015 – December 31, 2015	Not Available
<b>Canada</b>	See note 1 below	January 1, 2015 – December 31, 2015	Not Available
<b>India</b>	April 1, 2013 – March 31, 2014	April 1, 2014 – March 31, 2015	Not Available
<b>Japan</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Mexico</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Republic of Ireland</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Saudi Arabia</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available
<b>Singapore</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	January 1, 2015 – December 31, 2015	Not Available
<b>South Korea</b>	January 1, 2014 – December 31, 2014 (includes limited updates for the 2013 tax year; see note 2 below)	Not Available	Not Available

### 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.
2. For the specified countries noted above, payroll regulatory updates provided by Oracle from December 1 – December 31, 2013 for the 2013 tax year are included as part of the Payroll Legislative Updates for Oracle E-Business Suite 11.5.10 service for the 2014 tax year.

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 and A8.1. 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 tax year(s) 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 tax year(s) 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
<b>Payroll Legislative Updates</b>	United States, Canada, Australia and New Zealand	United States, Canada
<b>Financials Legislative Updates</b>	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 tax year(s) 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
<b>Payroll legislative updates</b>	United States, Canada, Australia and New Zealand	United States, Canada
<b>Financials legislative updates</b>	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy, Netherlands, Russia, Spain, Switzerland, Japan, China, Colombia,	United States, Canada, Mexico, Brazil, Argentina, United Kingdom, Ireland, Austria, Belgium, France, Germany, Italy,

	Chile, Peru, Ecuador, Venezuela, Czech Republic, Denmark, Finland, Hungary, Norway, Poland, Sweden, Australia, India, South Korea, Singapore and Taiwan	Netherlands, Russia, Spain, Switzerland, Japan and China
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**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
<b>JD Edwards EnterpriseOne</b>	United States, Canada, Mexico, Brazil, United Kingdom, Ireland, Japan, China, Colombia, Australia, New Zealand and India
<b>JD Edwards World</b>	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
<b>JD Edwards EnterpriseOne</b>	United States, Canada, Australia and New Zealand
<b>JD Edwards World</b>	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 Enterprise Applications**

Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications is available for the following programs: PeopleSoft Human Capital Management (HCM) release 9.0 and Financials (FMS) release 9.0 ("PeopleSoft Enterprise Applications"). Customers who acquire Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications will receive one (1) calendar year of Severity 1 fixes and United States Tax Form 1099 updates.

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 will be delivered through My Oracle Support.

If you renew Severity 1 Fixes and United States Tax Form 1099 Updates for PeopleSoft Enterprise Applications, 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 Enterprise Applications is not subject to the Reinstatement policies stated above.

## **Severity 1 Fixes for Siebel CRM**

Severity 1 Fixes for Siebel CRM is available for the following Siebel CRM program releases: 7.7, 7.8 and 8.0. Customers who acquire Severity 1 Fixes for Siebel CRM will receive one (1) calendar year of Severity 1 fixes for the applicable Siebel CRM release.

In order to acquire this service, your licensed Siebel CRM program releases must be currently supported with Software Update License & Support. Severity 1 Fixes for Siebel CRM will be delivered through My Oracle Support.

Due to architectural or other changes between a subsequent release of Siebel CRM and the eligible program releases under the Severity 1 Fixes for Siebel CRM service, Oracle may not provide all Severity 1 fixes that are made available in a subsequent release of Siebel CRM.

If you renew Severity 1 Fixes for Siebel CRM, 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 for Siebel CRM is 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) and Nimbula.

### 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"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you.

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 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>.

## 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

Except as otherwise specified herein, 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, please see the Oracle Communications Network Premier & Sustaining Support section above.

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

### Severity 2\*

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

### 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 COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.**

**TO THE EXTENT PERMITTED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Limitation of Liability

**NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF TECHNICAL SUPPORT SERVICES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES GIVING RISE TO THE LIABILITY.**

For orders placed pursuant to a Hyperion master agreement, the following terms also apply with respect to the technical support services you have ordered.

Nondisclosure

By virtue of your order, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under your order. Confidential information shall be limited to the terms and pricing under your order and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also, we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent either party from disclosing the terms or pricing under your order in any legal proceeding arising from or in connection with your order or disclosing the confidential information to a federal or state governmental entity as required by law.

## **11. Contact Information**

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

# ATTACHMENT 5

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# Oracle Exadata Technical Support Policies

Effective Date: 7-April-2014

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## 1. Overview

These Oracle Exadata Technical Support Policies apply only to Oracle Exadata products acquired (i) prior to March 16, 2010 and/or (ii) between March 16, 2010 and May 31, 2010 with a 3-year warranty. For all other Oracle Exadata products, Oracle's then-current software technical support policies or hardware and system support policies apply, as applicable.

For those Oracle Exadata products acquired prior to March 16, 2010, technical support may be renewed under these Oracle Exadata Technical Support Policies for such products until they are retired. For Oracle Exadata products acquired between March 16, 2010 and May 31, 2010 with a 3-year warranty, technical support may be renewed under these Oracle Exadata Technical Support Policies for such products during the 3-year warranty term only. When the 3-year warranty term expires, technical support may be renewed in accordance with Oracle's then-current software technical support policies or hardware and system support policies apply, as applicable. Except as expressly provided for herein, the technical support services described in these Oracle Exadata Technical Support Policies may not be ordered.

"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") and described in the Oracle Technical Support Levels section below, 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 (i) an Oracle licensed program, running unaltered, and on a certified hardware, database and operating system configuration, as specified in your order or program documentation and/or (ii) the Oracle Linux program, running unaltered, and on an appropriate architecture and hardware configuration, as specified on <http://linux.oracle.com/hardware.html>. Supported release information for the Oracle Linux program is available on <http://linux.oracle.com/supported.html>.

Product release and supported platforms information for all Oracle Exadata programs is available through Oracle's web-based customer support systems as described in the Web-Based Customer Support Systems section below.

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.

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 Exadata Technical Support Policies and the previous version of the Oracle Exadata 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 all of your licenses of a program. 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.

### 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., Exadata Premier Support or unsupported). If you add Extended Support, you still must maintain Exadata Premier 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

For those Oracle Exadata products acquired prior to March 16, 2010, you may reinstate technical support for such products, subject to the Reinstatement of Oracle Technical Support policy specified below. For Oracle Exadata products acquired between March 16, 2010 and May 31, 2010 with a 3-year warranty, you may reinstate technical support for such products, subject to the Reinstatement of Oracle Technical Support policy specified below, during the 3-year warranty term only. When the 3-year warranty term expires, then you may reinstate technical support in accordance with Oracle's then-current software technical support policies or hardware and system support policies, as applicable.

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 technical support fee for a twelve month period 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.

### **Unsupported Programs**

Customers with unsupported programs are not entitled to download or receive updates, maintenance releases, patches, telephone assistance, or any other technical support services for the 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 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 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; however please do not provide Oracle with access to any health, payment card, or other sensitive data that requires protections greater than those specified in the Global Customer Support Security Practices section below.

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

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

### **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.

## **3. Lifetime Support**

Lifetime Support consists of the following service levels:

- "Exadata Premier Support" which refers to the first 5 years of basic technical support services
- Extended Support (if offered)
- Sustaining Support

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

When offered, Exadata 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. 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 licenses.

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

- For server technology programs view "[Lifetime Support Policy: Coverage for Technology Products](#) (PDF)
- For Oracle Linux program releases view "[Lifetime Support Policy: Coverage for Oracle Linux and Oracle VM](#)" (PDF)

## 4. Oracle Technical Support Levels

### Exadata Premier Support

Exadata Premier Support consists of services in support of Exadata Storage Server software and services in support of Oracle Linux as defined in this section.

Support of the Exadata Storage Server Software program consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Major product releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to My Oracle support (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Support of the Oracle Linux programs is available only for Oracle Linux programs installed on the same disk drive as the Exadata Storage Server Software and the Database Servers of the Database Machine, if ordered.

Support for the Oracle Linux programs consists of:

- Unlimited service requests<sup>1</sup>,
- Access to patches, fixes, security patches and security alerts,
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online,
- 24x7 access to Oracle Unbreakable Linux Network,
- Hardware certification<sup>2</sup>,
- Backport of fixes<sup>2</sup>, using commercially reasonable efforts, for any Oracle Linux program released from Oracle for a period of (6) months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule available at <http://linux.oracle.com/backport-schedule.html>,
- Right to use Oracle Management Pack for Linux,
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>,
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Notes:

1. Service request assistance also includes, but is not limited to, support topics as provided in the attached [Scope of Coverage](#) (PDF) document.

2. Hardware certification will be provided for the first 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.

### Extended Support

Extended Support may be available for certain Oracle Exadata program releases after Exadata Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Exadata 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 Oracle Exadata Premier Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates
- Upgrade scripts
- Major product releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- 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

*Extended Support for Oracle Linux* - Extended Support is not available for the Oracle Linux programs.

### Sustaining Support

Sustaining Support will be available after Exadata 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.

Exadata Storage Server Software - Program releases eligible for Sustaining Support will receive Exadata Premier Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during Exadata Premier Support and Extended Support (if offered and only after the Extended Support period ends)
- Upgrade scripts created during Exadata Premier Support and Extended Support (if offered and only after the Extended Support Period ends)
- Major product releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to My Oracle Support (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 Exadata Storage Server Software does not include:

- New program updates, fixes, security alerts, and critical patch 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

Oracle Linux - Program releases eligible for Sustaining Support will receive Exadata Premier Support limited to the following:

- Access to patches, fixes, security patches and security alerts created during the Exadata Premier Support period
- Unlimited service requests (as defined above)

- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network
- Right to use Oracle Management Pack for Linux
- Right to use Oracle Clusterware for Oracle Linux. To access and download Oracle Clusterware for Oracle Linux, go to <http://www.oracle.com/technetwork/database/clusterware/overview/index-096607.html>
- Right to use Oracle Enterprise Manager Ops Center. To access and download Oracle Enterprise Manager Ops Center, go to <http://www.oracle.com/technetwork/oem/ops-center/oem-ops-center-188778.html>

Sustaining Support for the Oracle Linux programs does not include:

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

### Software Update License & Support

Oracle offers Software Update License & Support services to customers, for licensed programs outside of the Exadata programs. For information about the available services, please refer to the Oracle Software Technical Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

### Oracle Premier Support for Systems

Oracle offers Oracle Premier Support for Systems services to customers for Oracle hardware. For information about the available services, please refer to the Oracle Hardware and Systems Support Policies available at <http://www.oracle.com/us/support/policies/index.html>.

### 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/us/support/policies/index.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/us/support/policies/index.html>.

## 5. 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.

### Oracle Unbreakable Linux Network

Access to the Oracle Unbreakable Linux Network is included with Exadata Premier Support for the Oracle Linux programs installed on the same disk drive as the Exadata Storage Server Software only.

## 6. 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"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive technical support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

Some of the tools may be designed to connect automatically or on a periodic basis and you may not receive a separate notice upon connection. You are responsible for maintaining the telecom gateway through which the tools communicate tools data to Oracle. Use of the tools is voluntary; however, refusal to use the tools may impede Oracle's ability to provide technical support services to you. 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.

## 7. Global Customer Support Security Practices

Oracle is deeply committed to the security of its technical support services. In providing standard technical support services, Oracle will adhere to the Global Customer Support Security Practices, which are available at <http://www.oracle.com/us/support/policies/index.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>.

## 8. Severity Definitions

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

### Severity 1

Your production use of the 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

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

**Severity 2**

You experience a severe loss of service. Important features are unavailable with no acceptable workaround; 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.

## 9. Contact Information

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