

# Oracle Open Source Support Policies

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# **OVERVIEW**

Unless otherwise stated, these Oracle Open Source Support Policies (formerly known as the Oracle Linux/Oracle VM Support Policies) apply to support services for Oracle Verrazzano, Oracle Linux and/or Oracle VM programs, as defined in your Oracle Linux and Oracle VM Services Agreement, Oracle Open Source Support Services Agreement or Oracle Master Agreement. All patches, bug fixes, and other code received from Oracle as part of the support services shall be provided under the applicable license terms for the Oracle Linux, Oracle VM and/or Oracle Verrazzano programs you have downloaded and/or installed. Support services may also include the right to use certain additional software or tools during the support period for which fees for the support services have been paid. The license terms for any such software or tools, as well as any limitations associated with them, are referenced in the program documentation. Oracle supports the Oracle Linux, Oracle VM and Oracle Verrazzano functionality described in the program documentation, unless the documentation specifically states otherwise. The program documentation is available at www.oracle.com/documentation. Oracle may release additional Oracle Linux, Oracle VM and/or Oracle Verrazzano programs for which Oracle Linux, Oracle VM, and/or Oracle Verrazzano support is limited to installation assistance only. Program availability, bug fixes and security errata may be made available or removed for these programs as they are released and removed upstream. Certain channels contain packages that fall exclusively in this category and these channels are listed in the Oracle Linux, Oracle VM and/or Oracle Verrazzano program documentation available at <a href="www.oracle.com/documentation">www.oracle.com/documentation</a>.

In addition to core Linux Programs that you received with Oracle Linux, there are Additional Linux Programs that are also supported, provided you have a valid Oracle Linux Support subscription. Visit <a href="https://www.oracle.com/linux/support.html">www.oracle.com/linux/support.html</a> for the additional entitlements and restricted use licenses which are available at a given support level(s).

Links to third party websites included in Oracle Linux, Oracle VM and Oracle Verrazzano program documentation do not imply that Oracle supports the functionality described in that 3rd party website.

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

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

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

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

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

To view a comparison of these Oracle Open Source Support Policies and the previous version of the Oracle Open Source Support Policies (formerly known as Oracle Linux and Oracle VM Support Policies), please refer to the attached <u>Statement of Changes</u> (PDF).

#### **Use of Services**

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

# **SUPPORT TERMS**

# **Oracle Open Source Support Fees**

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

# **Support Period**

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

#### **Service Levels**

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

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

#### **Technical Contacts**

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

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

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

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

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

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

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

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

#### **Right to Desupport**

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

#### LIFETIME SUPPORT

Lifetime Support consists of the following service levels:

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

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

When offered, Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support for Oracle Linux program releases 5, 6, 7, 8, and 9 will be available for ten years from the date a release of the Oracle Linux program becomes generally available. For all other Oracle Linux program releases, Oracle Linux Premier Support, Oracle Linux Basic Support, and Oracle Linux Network Support be will be available for eight years from the date a release of the Oracle Linux program becomes generally available. If offered, support for Oracle Linux program releases may be extended for additional years with Oracle Linux Extended Support. In addition to the technical support fee for Oracle Linux Premier Support, a fee for Oracle Linux Extended Support may be extended with Sustaining Support for Oracle Linux, which will be available for as long as you maintain Oracle Linux Premier Support for your Oracle Linux programs.

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

When offered, Oracle Verrazzano Premier Support will be available for a minimum of two years from the date a release of the Oracle Verrazzano program becomes generally available. If offered, support may be extended with Sustaining Support for Oracle Verrazzano which will be available for as long as you maintain Oracle Verrazzano Premier Support for your Oracle Verrazzano programs.

Refer to the <u>"Lifetime Support Policy: Coverage for Oracle Open Source Software"</u> (PDF) document for specific Oracle Linux, Oracle VM, and/or Oracle Verrazzano program releases that are, or will be covered by the Lifetime Support Policy.

# **ORACLE OPEN SOURCE SUPPORT LEVELS**

**Oracle Linux Premier Support** 

Oracle Linux Premier Support consists of:

- Unlimited service requests<sup>1</sup>
- Access to patches, fixes, security patches and security alerts
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot<sup>2</sup>
- 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>3</sup>
- Backport of fixes, using commercially reasonable efforts, for any Oracle Linux program listed on the backport schedule and released from Oracle for a period of six months from the date the next release of the Oracle Linux program becomes generally available; the Backport Schedule is available at http://linux.oracle.com/backport-schedule.html
- Operating System Management Hub ("OSMH")<sup>4</sup>

#### Notes:

- 1. Service request assistance also includes, but is not limited to, support topics as provided in the <u>Scope of Coverage</u> (PDF) document. Oracle Linux Premier Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. For CentOS installations, Oracle will only support systems that are based on CentOS Linux, not CentOS Stream. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the <u>Scope of Coverage</u> (PDF) document. All security and bug fix errata and other updates will be Oracle Linux binaries. However, such binaries are fully compatible and will work without any full system reinstallation or other coding changes.
- 2. Oracle has made available at <a href="http://linux.oracle.com/">http://linux.oracle.com/</a> certain tools that are required to enable the applicable security patches to be applied to your supported systems while such supported systems are operating. These tools are subject to the "Tools Used to Perform Support Services" section below and may be licensed under separate license terms. Your use of the tools is voluntary; however, if you do not use the tool (a) you will not be able to download and apply security patches while your supported system is operating, and (b) you will be required to reboot the supported systems in order to apply the security patch.
- 3. Hardware certification will be provided for the first six years from the date a release of the Oracle Linux program becomes generally available. After six years, hardware certification may be provided at Oracle's sole discretion; however, Oracle is under no obligation to provide hardware certification for versions of Oracle Linux that are more than six years old.
- 4. Operating System Management Hub ("OSMH") is an Oracle Cloud service for easily configuring, monitoring and managing common operating system ("OS") system administration tasks across a customer's environment. OSMH provides a single, centralized service for registering and grouping systems for the purpose of installing OS packages and updates, including integration with the Oracle Ksplice service, which provides critical security updates to the kernel and key userspace libraries without downtime. OSMH relies on the Oracle Cloud services listed below. These Oracle Cloud services are provided at no additional charge for use with OSMH.
  - a. Oracle Cloud Identity Service This service is used to create users, groups, compartments and policies needed to organize the customer tenancy in Oracle Cloud.
  - b. Oracle Cloud Management Agent Cloud Service This service provides the agent used by OSMH to register systems and assign a unique identifier for systems that will be managed by the service. This allows OSMH to monitor systems for available updates and is the method used to deliver updates and other tasks defined by the user to the managed system.

#### **Oracle Linux Basic Support**

Oracle Linux Basic Support 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>
- Operating System Management Hub ("OSMH")<sup>3</sup>

#### Notes:

- Service request assistance also includes, but is not limited to, support topics as provided in the attached <u>Scope of Coverage</u> (PDF) document. Oracle Linux Basic Support also includes support for existing customer Red Hat Enterprise Linux (RHEL) or CentOS installations. For CentOS installations, Oracle will only support systems that are based on CentOS Linux, not CentOS Stream. Support for RHEL and CentOS is limited to the packages and versions provided on the Oracle Linux installation media and the topics identified in the <u>Scope of Coverage</u> (PDF) document. All security and bug fix errata and other updates will be Oracle Linux binaries. However, such binaries are fully compatible and will work without any full system reinstallation or other coding changes.
- 2. Hardware certification will be provided for the first six years from the date a release of the Oracle Linux program becomes generally available. After six years, hardware certification may be provided at Oracle's sole discretion; however Oracle is under no obligation to provide hardware certification for versions of Oracle Linux that are more than six years old.
- 3. Operating System Management Hub ("OSMH") is an Oracle Cloud service for easily configuring, monitoring and managing common operating system ("OS") system administration tasks across a customer's environment. OSMH provides a single, centralized service for registering and grouping systems for the purpose of installing OS packages and updates. OSMH relies on the Oracle Cloud services listed below. These Oracle Cloud services are provided at no additional charge for use with OSMH.
  - a. Oracle Cloud Identity Service This service is used to create users, groups, compartments and policies needed to organize the customer tenancy in Oracle Cloud.
  - b. Oracle Cloud Management Agent Cloud Service This service provides the agent used by OSMH to register systems and assign a unique identifier for systems that will be managed by the service. This allows OSMH to monitor systems for available updates and is the method used to deliver updates and other tasks defined by the user to the managed system.

# Oracle Linux Network Support- EFFECTIVE 06/01/22, no longer available for sale or renewal

Oracle Linux Network Support consists of:

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

# **Oracle VM Premier Support**

Oracle VM Premier Support consists of:

- Unlimited service 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, using commercially reasonable efforts, for any Oracle VM program listed on the backport schedule and released from Oracle for a period of six month from the date the next release of the Oracle VM program becomes generally available; the Backport Schedule is available at http://linux.oracle.com/backport-schedule.html

#### Notes:

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

#### **Oracle Verrazzano Premier Support**

Oracle Verrazzano Premier Support consists of:

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

#### **Oracle Linux and Oracle VM Extended Support**

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

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

- Unlimited service requests<sup>1</sup>
- Access to patches and fixes for critical security errata and select high-impact critical bug fixes. These
  updates will be limited to the packages listed on the inclusion list at
  <a href="http://linux.oracle.com/es/packagelist.html">http://linux.oracle.com/es/packagelist.html</a>
- Access to certain security patches that may be applied while your supported systems are operating and that do not require a system reboot<sup>2</sup>
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online

24x7 access to Oracle Unbreakable Linux Network

Oracle Linux Extended Support does not include:

- Hardware certification
- Backport of fixes

#### Notes:

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

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

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

Oracle VM Extended Support does not include:

- Hardware certification
- Backport of fixes

#### **Sustaining Support**

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

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

- Access to patches, fixes, security patches and security alerts created during the Oracle Linux Premier Support period and Oracle Linux Extended Support period (if offered and only after the Oracle Linux Extended Support period ends)
- Access to certain security patches created during the Oracle Linux Premier Support period that may be applied while your supported systems are operating and that do not require a system reboot

- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online
- 24x7 access to Oracle Unbreakable Linux Network

Sustaining Support for Oracle Linux does not include:

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

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

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

Sustaining Support for Oracle VM does not include:

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

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

- Access to patches, fixes, and security patches created during the Oracle Verrazzano Premier Support period
- 24x7 access to My Oracle Support (web-based customer support system), including the ability to log service requests online

Sustaining Support for Oracle Verrazzano 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

# ADDITIONAL ORACLE LINUX AND ORACLE VM SUPPORT SERVICES AVAILABLE FOR PURCHASE

**Oracle Priority Support for Oracle Linux or Oracle VM** 

If you acquire Oracle Priority Support on your order, Oracle will provide Oracle Priority Support as described here.

# **Oracle Priority Support Advantage**

If you acquire Oracle Priority Support Advantage on your order, Oracle will provide Oracle Priority Support Advantage as described here.

# WEB-BASED CUSTOMER SUPPORT SYSTEMS

#### **My Oracle Support**

My Oracle Support is Oracle's customer support web site for Oracle Linux, Oracle VM, and Oracle Verrazzano support. Access to My Oracle Support is governed by the <u>Oracle Support Portal Terms of Use</u> posted on the My Oracle Support web site. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to My Oracle Support is limited to your designated technical contacts.

#### **Oracle Unbreakable Linux Network**

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

#### TOOLS USED TO PERFORM SUPPORT SERVICES

Oracle may make available collaboration tools (such as tools that enable Oracle, with your consent, to access your computer system (e.g., Oracle Web Conferencing)) and software tools (such as tools to assist in the collection and transmission of configuration data (e.g., Oracle Configuration Manager)) to assist with issue resolution. The tools are licensed under the <u>Oracle Support Portal Terms of Use</u>, and may be subject to additional terms provided with the tools. Some of the tools are designed to collect information concerning the configuration of your computer environment ("tools data"). The tools will not access, collect or store any personally identifiable information (except for technical support contact information) or business data files residing in your computer environment. By using the tools, you consent to the transmission of your tools data to Oracle for the purposes of providing reactive and proactive support services. In addition, the tools data may be used by Oracle to assist you in managing your Oracle product portfolio, for license and services compliance and to help Oracle improve upon product and service offerings.

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

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

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

#### GLOBAL CUSTOMER SUPPORT DATA PROTECTION PRACTICES

To the extent you provide personal information to Oracle as part of Oracle's provision of technical support services, Oracle will comply with the following:

- Oracle's Services Privacy Policy, available at <a href="https://www.oracle.com/legal/privacy/services-privacy-policy.html">https://www.oracle.com/legal/privacy/services-privacy-policy.html</a>; and
- the applicable version of the Oracle Data Processing Agreement for Oracle Services, available at <a href="https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing">https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing</a>

In providing technical support services, Oracle will also adhere to the applicable administrative, physical, technical and other safeguards described in Oracle's <u>Global Customer Support Security Practices</u>. The Global Customer Support Security Practices are subject to change at Oracle's discretion. However, Oracle will not materially reduce the level of security specified in the Security Practices during the services period of these technical support services. You are advised to review these Global Customer Support Security Practices from time to time. To view changes that have been made, please refer to the attached <u>Statement of Changes</u> (PDF).

Please note that the technical support services are not designed to accommodate special security or privacy controls that may be required to store or process certain types of sensitive data. Please ensure that you do not submit any sensitive data, such as protected health information, or payment card data, which requires security and privacy controls greater than or different from those specified in the <u>Global Customer Support Security Practices</u>. Information on how you can remove sensitive data from your submission is available in My Oracle Support, <u>Doc ID 1227943.1</u>.

Notwithstanding the restriction above, if you would like to submit personal information subject to Applicable European Data Protection Law (as such term is defined in the Oracle Data Processing Agreement for Oracle Services) or protected health information ("PHI") subject to the United States Health Insurance Portability and Accountability Act ("HIPAA") to Oracle as part of receiving technical support services, you must:

- For PHI, execute a HIPAA business associate agreement (as applicable) with Oracle that specifically references and covers your technical support services;
- Submit personal information subject to Applicable European Data Protection Law or PHI only in service request attachments on the My Oracle Support customer portal;
- Not include any personal information subject to Applicable European Data Protection Law or PHI in the body of service requests (other than contact information required for Oracle to respond to the service request);
- When prompted in My Oracle Support, indicate that the service request attachment may contain personal information subject to Applicable European Data Protection Law (also may be designated as EEA Personal Data" in My Oracle Support) or PHI.

#### **SEVERITY DEFINITIONS**

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

# **Severity 1 (Critical Outage)**

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

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

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

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

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

# **Severity 3 (Technical Issue)**

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

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

# **Severity 4 (General Guidance)**

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

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

#### **CONTACT INFORMATION**

Phone numbers and contact information for Oracle Linux, Oracle VM, and Oracle Verrazzano support can be found on Oracle's support web site located <u>here</u>.