ORACLE

Oracle Health Software Support Policies

Effective Date: 13-December-2024

Contents

1.   OVERVIEW

These Oracle Health Software Support Policies apply to Support for Oracle Health Licensed Software. Third party software and Sublicenced Software for the purposes of this document are used interchangeably. These Oracle Health Software Support Policies do not apply to Sublicensed Software and/or Third-Party Software, which will be provided under the applicable terms required by the third party supplier, and further explained in the Third Party Vendor-Specific Support Terms section below.

The defined terms in the Agreement shall have the same meaning in these Oracle Health Software Support Policies unless otherwise specified herein. The following terms in these Oracle Health Software Support Policies shall have the same meaning as the defined terms in the Agreement: "Order" and "Ordering Document", and "You" and "Your" and "Client". You and Your refers to the individual or entity that has ordered Support from Oracle.

To receive Support, as provided by Oracle Health Support ("OHS"), and as described in these Oracle Health Software Support Policies, all Licensed Software must be properly licensed. These policies do not apply to other Services, as defined in the Agreement.

Support is provided for issues (including problems You create) that are demonstrable in the currently supported release(s) of the Licensed Software running unaltered on a system configuration, as specified in the Documentation.

Except as otherwise specified in this section, product release and supported platforms information for all Licensed Software is available through the following locations: Distributions (package-deployed products), Release Notes (for cloud-deployed and other products), and Reference Pages.

These Oracle Health Software Support Policies are subject to change at Oracle 's discretion; however, such policy changes will not result in a material reduction in the level of the Support provided for the supported Licensed Software during the Support Period (defined below) for which fees for Support has been paid.

To view a comparison of these Oracle Health Software Support Policies and the previous version of the Oracle Health Software Support Policies, please refer to the Statement of Changes which may be viewed at http://www.oracle.com/contracts on the Oracle Health tab.

Use of Support
Support 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 Support or any output from Support be used for the benefit of any such individuals or entities.

2.   SUPPORT TERMS
Support Fees
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 Support Order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of Your commitment to pay, and will be sent to a single billing address that

You designate. Failure to submit payment will result in the termination of Support. Support 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 is effective upon the effective date of Your Order unless stated otherwise in Your Order. Unless otherwise stated in the Order, Oracle Support terms, including pricing, reflect a 12-month Support Period (the "Support Period"). Once placed, Your Order for Support is non-cancelable and the sums paid non-refundable, except as provided in the relevant Order. Oracle is not obligated to provide Support beyond the end of the Support Period.

Matching Service Levels
When acquiring Support, all Licensed Software purchased as either a perpetual license or a subscription must be supported at the same service level (e.g., Oracle Health Software Update License & Support or unsupported). If You need to unsupport Your Licensed Software, You will be required to terminate the unsupported Licensed Software via an Oracle termination letter.

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

In addition to the reinstatement fee described above, You must pay the Support fee for the Support Period. This Support fee is computed as follows: (i) if Support lapsed, then the Support fee for a twelve month Support Period shall be the last annual Support fee You paid for the Licensed Software; (ii) if You never acquired Support for the Licensed Software, then the annual Support fee shall be the fee that would have been charged if Support had been ordered originally for the Licensed Software 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.

Pricing Following Reduction of Licensed Software or Support Level
Pricing for Support is based upon the level of Support and the volume of Licensed Software for which Support is ordered. In the event that a subset of Licensed Software on a single Order is terminated, Support for the remaining Licensed Software on that 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, plus any applicable country annual adjustments, for both the remaining Licensed Software and the Licensed Software being terminated, and will not be reduced below the previous Support fees paid for the Licensed Software continuing to be supported. If the Order from which the Licensed Software is being terminated established a price hold for additional Licensed Software, Support for all of the Licensed Software 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 Licensed Software

Customers with unsupported Licensed Software are not entitled to download, or receive updates, maintenance releases, patches, telephone assistance, or any other Support and/or Services for unsupported programs.

Customers hosted by Oracle (e.g., Remote Hosting Option) or other Managed Services offerings, must have supported Licensed Software in order to receive these Services.

Technical Contacts

Your technical contacts are the sole liaisons between You and OHS for Support. 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 Licensed Software and Your Oracle Health environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service records. When submitting a service record, 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.

Your technical contacts shall be responsible for (i) overseeing Your service record activity, (ii) developing and deploying troubleshooting processes within Your organization, and (iii) resolving User issues.

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

New Releases

A New Release means the distinctly identified, comprehensive collection of updates and enhancements to the Licensed Software that Oracle makes generally commercially available to its supported customers at no additional license fee, other than shipping charges, if applicable, provided You have ordered Support that includes updates for such Licensed Software for the relevant time period. Updates do not include any release, option or future software that Oracle licenses separately. New Releases are provided when available (as determined by Oracle) and may not include all versions previously available for Licensed Software. Oracle is under no obligation to develop any future software updates 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 Licensed Software was ordered. You shall be responsible for copying, downloading and installing the updates, if made available for You to do so by Oracle.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases (including any embedded third-party programs for which Support has been retired by the manufacturer or vendor of such programs for which, in Oracle's good faith determination, it is no longer practicable for Oracle to support) and, therefore, Oracle reserves that right. Desupport information is subject to change.

First and Second Line Support

You are required to establish and maintain the organization and processes to provide Support for the supported Licensed Software directly to Your Users ("First Line Support"). 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 Licensed Software, (ii) a direct response to Users with respect to problems or issues with the supported Licensed Software, (iii) a diagnosis of problems or issues of the supported Licensed Software, and (iv) a resolution of problems or issues of the supported Licensed Software.

If after reasonable commercial efforts You are unable to diagnose or resolve problems or issues for the supported Licensed Software, 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, workflows, or log files) required to provide Second Line Support.

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

Oracle may review service records 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

For third party software/ Sublicensed Software, Your Order will identify the manufacturer support offering applicable pass-through terms. Unless otherwise set forth in the applicable pass-through provisions, services will be provided to you in accordance with the suppliers' applicable business practices. Support will be prepaid for the time period stipulated on your order, and will be renewable. A detailed document containing this information is in progress and will be released in the future on Oracle's website. As of October 1, 2023, this document is not currently available. In the meantime, if You have an issue with Your third party software/Sublicensed Software, call Oracle at the number outlined in Contact Information section below.

3.   SUPPORT

For Licensed Software, Oracle offers:

- Premier Support (also referred to as, "Support" and will be documented on Your Order as, "Oracle Health Software Update License & Support");
- Regulatory and Update Support; and
- Sustaining Support

A detailed description of these offerings is included in the Support Levels section below. If Premier Support is no longer being offered for the Licensed Software, Regulatory and Update Support may be available. Once Regulatory and Update Support is no longer available, Sustaining Support may be available. For details relating to Support coverage for Licensed Support's specific releases, service levels offered, and coverage timeframes, please refer to the Oracle Health Capabilities documents and the Oracle Health Products documents that may be viewed at:

- o [Oracle Health Capabilities](#)
- o [Oracle Health Products](#)
- o [Oracle Health 3rd Party Capabilities](#)
- o [Oracle Health 3rd Party Products](#)

4. SUPPORT LEVELS

Oracle Health Software Update License & Support

Licensed Software under this phase will receive Oracle Health Software Update License & Support. Oracle Health Software Update License & Support consists of:

- New Releases, fixes, and patches
- Tax, legal and regulatory updates (availability may vary by country and/or program)
- Upgrade scripts (availability may vary by Licensed Software and/or product)
- Major product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and Documentation updates
- Assistance with service records 24 hours per day, 7 days a week. Access to Your systems specified in the Customer Support Portal for Oracle Health section below (24 x 7 web-based customer support systems), including the ability to log service records online, unless stated otherwise.
- Non-technical customer service during normal business hours, Monday through Friday, 7am – 7pm CT, excluding US holidays

Regulatory and Update Support

Regulatory and Update Support may be available after Premier Support expires, as set forth in the Support section above. In order to receive Regulatory and Update Support, You must continue to pay the fee associated with the Oracle Health Software Update License & Support. Unless otherwise stated in this section, Regulatory and Update Support for eligible Licensed Software consists of the following:

- Software 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 Licensed Software and/or product). Product and technology releases, if and when made available at Oracle's discretion, which may include general maintenance releases, selected functionality releases and documentation updates
- Assistance with service records 24 hours per day, 7 days per week
- Access to Your support systems specified in the Customer Support Portal for Oracle Health section below (24 x 7 web-based customer support systems), including the ability to log service records online, unless stated otherwise
- Non-technical customer service during normal business hours, Monday through Friday, 7am – 7pm CT, excluding US holidays.
- Regulatory and Update Support does not (typically) include new enhancements and/or functionality.

Sustaining Support

Sustaining Support may be available after Premier Support and Regulatory and Update Support expires, as set forth in the Support section above. In order to receive Sustaining Support, You must continue to pay the fee associated with the Oracle Health Software Update License & Support. 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 Oracle Health Software Update License & Support limited to the following:

- Net new legal and regulatory updates (availability may vary by country and/or program) for medical device related software
- Program updates, fixes, security alerts, and critical patch updates created during Premier Support and Regulatory and Update Support (if offered and only after the Regulatory and Update Support period ends)
- Tax, legal, and regulatory updates (availability may vary by country and/or program) created during Premier Support and Regulatory and Update Support (if offered and only after the Regulatory and Update Support Period ends)
- Upgrade scripts (availability may vary by program) created during Premier Support and Regulatory and Update Support (if offered and only after the Regulatory and Update Support Period ends)
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to the customer support systems specified in the Customer Support Portal for Oracle Health section below (24 x 7 web-based customer support systems), including the ability to log service requests online, unless stated otherwise
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- Major product and technology releases, which may include general maintenance releases, selected functionality releases, and documentation updates
- New program updates, fixes, security alerts, and critical patch updates
- New tax updates
- Net new legal and regulatory updates for non-medical device related software
- New upgrade scripts
- Certification with new third-party technology/products/versions
- 24-hour commitment and response guidelines for Severity 1 and 2 service requests as defined in section 9 - Severity Definitions
- Previously released fixes or versions that Oracle no longer supports

5.   ADDITIONAL OHS SUPPORT AVAILABLE FOR PURCHASE

As of October 1, 2023, Oracle does not have additional OHS Support available for purchase.

6.   CUSTOMER SUPPORT PORTAL FOR ORACLE HEALTH

For Oracle Health customers, Oracle's software support website can be found here. Access to the Customer Support Portal for Oracle is governed by Oracle's Support Portal Terms of Use. The Oracle Support Portal Terms of Use are subject to change at Oracle's discretion. Access to the Support Portal for is limited to Your designated technical contacts.

7.   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) and software tools (such as tools to assist in the collection and transmission of configuration data) to assist with issue resolution.   Some of the tools are designed to collect information concerning the configuration of Your computer environment ("Tools Data") and not access, collect or store any personally identifiable information (except for 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. 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.

If Oracle expressly provides in the tools Documentation, these Oracle Health Software 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 may be required to access or run the tools per the tools documentation or readme. Your rights to use a tool or software licensed under Separate Terms shall not be restricted or modified in any way by Your Agreement with Oracle.

8.   GLOBAL CUSTOMER SUPPORT DATA PROTECTION PRACTICES

To the extent You provide personal information to Oracle as part of Oracle's provision of Support, Oracle will comply with applicable data protection laws pursuant to the terms of Your Agreement with Oracle under which You purchased such Support.

9.   PRIORITY/SEVERITY DEFINITIONS

Service records for the Licensed Software may be submitted by You online through Oracle's web-based customer support systems or by telephone. The service record priority level is selected by You and Oracle, and should be based on impact and urgency guidelines.

Priority (Impact and Urgency)
Impact reflects the extent to which an incident affects the business, which might be related to the extent to which service has degraded (or is anticipated to degrade) from agreed service levels. There is no specified way to measure impact. Impact can be measured by the number of people affected, the criticality of the system affected, and the loss of revenue as a result of the service degradation or disruption or in some cases, the probability of an event or a circumstance.

Urgency is a measure of the business criticality and is an indicator of its relative importance. It is used to determine which service level requirements apply to the Incident. It is also used to determine the sequence in which an Incident is addressed.

Priority/ Severity 1 (Critical Urgency and Extensive Impact)

Your production use of the Licensed Software 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 Priority/Severity 1 service record has one or more of the following characteristics (refer to the table below for additional detail):

- Complete operational impairment of production system
- Major impact on system availability
- Major financial impact or patient care
- Major portion of end users/client are unable to process transactions or access data critical to their ability to conduct daily business
- Data corrupted
- System hangs indefinitely, causing unacceptable or indefinite delays for resources or response

Priority/ Severity 2 (High Urgency and Significant Impact)

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

Risk or actual occurrence of:

- Patient care or financial impact
- Partial operational impairment
- A significant percentage of end users unable to process transactions or access data required to conduct daily business

You are expected to call the Oracle Health Immediate Response Center ("OHIRC") for all Priority/Severity 1 and 2 Outages. Reasonable efforts will be made by the OHIRC to engage in initial assessment of Priority 1 and 2 service records within 5 minutes of the initial call.

Except as otherwise specified, Oracle provides 24 hour Support for Priority/Severity 1 and 2 service records for Licensed Software (OHS will work 24x7 until the issue is resolved, or an acceptable work-around has been identified) when You remain actively engaged with OHS working toward resolution of Your Priority/Severity 1 and 2 service records. You must provide OHS 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 priority classification with great care, so that valid Priority/Severity 1 and 2 situations obtain the necessary resource allocation from Oracle.

Priority/ Severity 3 (Medium Urgency and Moderate Impact)

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

Occurrence of:

- System or application availability or functionality is moderately affected
- A portion or module of the Licensed Software is affected

Priority/ Severity 4 (Low or No Impact – General Guidance)

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

Impact	Urgency			
	1 - Critical Immediate business impact to key business driver	**2 - High** Key business process is operational but severely degraded and effect to the business driver is imminent	**3 - Medium** Business operation is able to continue (not at optimum) without any impact to business driver, but is time-dependent	**4 - Low** Business process able to operate without any impact to business drivers
	Complete operational impairment of system NO alternative solution	Risk to patient care and/or financial systems Users unable to conduct daily business No alternative solution	No impact to patient care or financial systems Users unable to conduct daily business Alternative solution exists	No impact to patient care or financial systems Users unable to conduct non-routine business Alternative solution exists
1 - Extensive / Widespread Most to All users affected	Priority = CRITICAL	Priority = CRITICAL	Priority = HIGH	Priority = LOW
2 - Significant / Large Several to Most users affected	Priority = CRITICAL	Priority = HIGH	Priority = MEDIUM	Priority = LOW
3 - Moderate / Limited Few To Several users affected	Priority = HIGH	Priority = HIGH	Priority = MEDIUM	Priority = LOW
4 - Minor / Localized Single user (1) affected	Priority = HIGH	Priority = HIGH	Priority = MEDIUM	Priority = LOW

10. CONTACT INFORMATION

Phone numbers and contact information can be found here.