

# Oracle PartnerNetwork Policies

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This document describes the current policies applicable to your membership in the Oracle PartnerNetwork (“OPN”). Oracle may change these policies at its discretion at any time. Please read these policies carefully as they contain the specific terms applicable to your Oracle PartnerNetwork membership and are incorporated into the terms of your Oracle PartnerNetwork agreement (the “OPN Agreement”). For more information about the Oracle PartnerNetwork Enablers listed in this document, go to <http://www.oracle.com/opn>.

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## I. Membership and Enablers Overview

### A. Oracle PartnerNetwork Membership

In order to access any information or Enablers from the Oracle PartnerNetwork, you must join the Oracle PartnerNetwork as a member.

### B. Oracle PartnerNetwork Membership Tracks

The Oracle PartnerNetwork is divided into “tracks” which are designed to provide Enablers specific to the type of solution you bring to market. The following tracks are available to Oracle PartnerNetwork members:

- Cloud Build Track: The Cloud Build Track provides Enablers to assist you in building and selling your value-added package that is built on or integrated with Oracle Cloud Services.
- Cloud Sell Track: The Cloud Sell Track provides Enablers to assist you in reselling Oracle Cloud Services with your value-added package.
- Cloud Service Track: The Cloud Service Track provides Enablers to assist you in implementing, deploying and/or managing Oracle Cloud Services.
- Industry Healthcare Track: The Industry Healthcare Track provides Enablers to assist you in building and selling your value-added package that is built with Oracle Cloud Services and Oracle Healthcare products.
- License and Hardware Track: The License and Hardware Track provides Enablers to assist you in building your value-added package as well as reselling and supporting Oracle programs and/or hardware with your value-added package.

**NOTE:** The term “membership level” in any OPN distribution agreement, addendum, schedule or attachment shall refer to Oracle PartnerNetwork membership as defined herein. References to members at the “Silver level” refer to all OPN members. References to members at the “Gold level” or “Platinum level” shall refer to those OPN members who have joined the applicable track necessary to enter into such distribution agreement, addendum, schedule or attachment.

### C. Oracle PartnerNetwork Member and Track Fees

The Oracle PartnerNetwork Annual Member and Track Fees are set forth in the schedule below (not including taxes) and must be paid in order to activate your enrollment in accordance with the terms of your OPN Agreement via the payment methods made available to you during the online enrollment process.

#### Annual Member and Track Fee Schedule

	PRINCIPAL	ASSOCIATE
Member	US\$ 500	US\$ 500
Cloud Build Track	US\$ 3,000	US\$ 0*
Cloud Sell Track	US\$ 3,000	US\$ 0*
Cloud Service Track	US\$ 3,000	US\$ 0*
Industry Healthcare Track	US\$ 3,000	US\$ 0*
License and Hardware Track	US\$ 3,000	US\$ 0*

The term “Principal” means the entity that is accepted into the Oracle PartnerNetwork pursuant to the Oracle PartnerNetwork Agreement that such entity executed with Oracle.

The term “Associate” means those wholly and majority owned subsidiaries of the Principal that are accepted into the Oracle PartnerNetwork pursuant to the Principal’s Oracle PartnerNetwork Agreement with Oracle and these policies.

\*Associates may only join a Principal’s membership and track(s) if the Principal has joined the Oracle PartnerNetwork as a member and paid the required fees in full. Associates may not join their own track(s).

A Principal’s initial annual enrollment in a track ends concurrently with the then current initial annual term of its OPN Agreement and can be renewed when such Principal renews its annual OPN Agreement.

#### **D. Oracle PartnerNetwork Enablers**

As a member of the Oracle PartnerNetwork, you may receive Enablers and resources to support your business. The term “Enablers” refers to the resources and Benefits provided to you as a member of the Oracle PartnerNetwork. The Enablers that are available to Principals and Associates are shown in the [OPN Benefits Table](#). The [OPN Benefits Table](#) and [Oracle’s Benefit Decommissioning Policy](#) are incorporated into this policy by reference and are subject to change at Oracle’s discretion. Please note that not all Oracle PartnerNetwork Enablers and resources may be available to Oracle PartnerNetwork members that are government entities (including federal, state and local, public utility and higher educational entities) as indicated on the [OPN Benefits Table](#). The term “in good standing” refers to a partner with a valid, current OPN Agreement who is in compliance with all terms therein, including without limitation these OPN Policies and the Oracle Partner Code of Ethics and Business Conduct.

#### **E. Oracle PartnerNetwork Education Skills Transfer Enablers Terms and Conditions**

The Oracle PartnerNetwork Education Skills Transfer Enablers and discounts provided to you as an Oracle PartnerNetwork member are for use solely in support of your employees’ readiness and effectiveness in their roles using Oracle technologies in Oracle-related activities subject to the terms of your OPN Agreement and any applicable Oracle PartnerNetwork distribution agreement(s). Oracle PartnerNetwork Education Skills Transfer Enablers and discounts may not:

- be used in support of your use of any Oracle products that you have acquired for your internal business operations;
- be used in order to perform a competitive evaluation or to build a similar or competitive product or service or to develop competitive sales readiness for your sales teams in competition with Oracle products and/or services;
- be extended to your end users, nor can they be used by you to provide training to your end users;
- be combined with any other pricing promotions;
- be redistributed and are nontransferable.

When purchasing and/or utilizing Learning Credits, execution of a separate Learning Credits order document will be required at the time of purchase. Any Oracle PartnerNetwork Education training discounts are applied to the local price list of education products and services as found on the [Oracle University Complete Course Catalog](#) web page at the time of purchase. Pricing for any private event training will be presented to you by the local education representative and any travel and expense (T&E) incurred by Oracle University as a part of the private event is not discountable. All T&E incurred by Oracle University is fully re-billable to you at 100%. Your Oracle PartnerNetwork education discount number must be provided at the time of your registration; if it is not, the order will be charged at Oracle’s list price. Your OPN education discount may be applied to **Oracle Certification Program** (“OCP”) exam vouchers purchased from Oracle University for the use of your employees only. OCP exam vouchers may not be resold or transferred to employees outside of your company.

## F. Enablers Measured on Revenue, Transactions, and/or Customer References

This section applies to Oracle PartnerNetwork members in the U.S. and Canada only. You may be eligible for some Oracle PartnerNetwork Enablers based on criteria that include revenue amounts, numbers of transactions, or numbers of customer references. Your achievement of such criteria will be based only on transactions with commercial customers. Transactions with public sector entities will not be included in the determination of your eligibility for such Enablers. Public sector entities include any government, legislature or decision making body, judiciary, court, instrumentality, department, or agency at any level (national, state, city, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank; and public utilities, public higher education, public K-12 schools, or public healthcare business entities.

## II. Products

### A. Enablers Measured on Revenue, Transactions, and/or Customer References

The terms “cloud services”, “Oracle cloud services” and “OPN Benefit cloud services” refer to the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) ordered under your OPN agreement and/or listed in your OPN Benefit cloud services order and defined in the service specifications. These terms do not include professional services.

If you are a member of the Oracle PartnerNetwork and join any of the tracks, you are eligible to order cloud services for test, development and demonstration purposes as provided for in the [OPN Benefits Table](#).

Your use of any cloud services for test, development and demonstration purposes is subject to the terms of your OPN Agreement and your order with Oracle.

### B. Technology Programs

The term “1-Click Products” refers to those programs identified in the Oracle Technology Global Price List as 1-Click Ordering Programs. If you are a member of the Oracle PartnerNetwork, you are granted and may download an unlimited number of development and/or demonstration licenses for any 1-Click Ordering Programs.

The term “technology programs” refers to those programs identified in the Oracle Technology Global Price List and are listed as available for resale in the License and Hardware Track. If you have joined the License and Hardware Track, you are granted and may download an unlimited number of development and/or demonstration licenses for the foregoing technology programs.

If you have achieved the applicable Expertise and have been granted Resell Rights to the programs in the Oracle Exadata Database Machine, Oracle Exalytics In-Memory Machine, or Oracle Exalogic Elastic Cloud, then the term “technology programs” in the OPN Agreement also applies to the programs in the applicable Expertise and you may order an unlimited number of demonstration licenses for such programs. **Please note that Oracle does not grant and OPN members do not receive development licenses for the programs in the Expertise listed in this paragraph pursuant to these OPN Policies.**

Your use of any demonstration and/or development licenses is subject to the terms of your OPN Agreement and the License Definitions and Rules which is available at <http://www.oracle.com/opn>.

### C. Application Programs

The term “application programs” refers to those programs identified as application programs available for resale in the License and Hardware Track specified at <http://www.oracle.com/opn>. If you join the License and Hardware Track, you may order an unlimited number of (i) integration licenses for use with your proprietary application program as described in your OPN agreement; and/or (ii) demonstration licenses.

If you are a member of the Oracle PartnerNetwork but do not join the License and Hardware Track, you may not order demonstration licenses or integration licenses for application programs.

Your use of any demonstration and/or integration licenses for application programs is subject to the terms of your OPN Agreement and the License Definitions and Rules document which is available at <http://www.oracle.com/opn>. **Please note that Oracle does not grant and OPN members do not receive development licenses for application programs.**

#### D. Hardware

The term "hardware" refers to those offerings identified in the License and Hardware Track specified at <http://www.oracle.com/opn>. If you are a member of the Oracle PartnerNetwork and join the License and Hardware Track, subject to Oracle's approval in its sole discretion, you may be eligible to order demonstration equipment subject to the OPN Agreement and additional written terms required by Oracle.

If you are a member of the Oracle PartnerNetwork but do not join the License and Hardware Track, you may not order demonstration equipment.

#### E. US Healthcare Entity End Users

You agree that in any transactions with healthcare customers for purchases **not** funded by federal health care programs, you certify to Oracle that the purchase of Oracle products and services by your end user IS NOT being funded in whole or in part by Medicare, Medicaid or any other federal healthcare program and that you have confirmed with the end user that the costs of these products and services are not reimbursable directly or indirectly to the end user through Medicare, Medicaid or any other federal healthcare program.

You further agree to conduct a diligent inquiry of the end user to determine that the purchase of Oracle services is not being funded by a federal health care program.

You agree that any Discount/Rebate approved will be structured in a manner consistent with the statutory discount/rebate exception (42 U.S.C. § 1320a-7b(b)(3)(A)) and the safe harbor (42 C.F.R. § 1001.952(h)) to the federal Anti-Kickback Statute. The terms pursuant to which the Discount/Rebate is paid are fixed and set forth in the applicable Distribution Agreement. This discount/rebate is not dependent on, and does not operate in conjunction with, (either explicitly or implicitly) any other arrangement or agreement between Oracle and You. You shall report any and all discounts/rebates to your end users, and to the government (including, but not limited to, discounts from Oracle that have been passed through you to your end users). In your invoices to end users, you will notify customers that they are required to comply with the discount/rebate safe harbor to the federal Anti-Kickback Statute, which requires, for example, the end user to report fully and accurately the net effective discounted price for the product to the government upon request and in any applicable cost reports.

You further certify that you will provide written notice to any such end user of any discount that you receive and/or any rebate that Oracle may pay as a result of such purchase.

### III. Technical Support

During your Oracle PartnerNetwork membership, you are eligible to receive the Technical Assistance Benefits identified in the [OPN Benefits Table](#) applicable to your membership, Expertise and track(s), if applicable, for the programs as provided in the [OPN Benefits Table](#). Unless otherwise specified in the [OPN Benefits Table](#), Technical Assistance Benefits may only be used for the purposes of supporting any development, demonstration or integration licenses granted to you pursuant to your OPN Agreement.

### IV. Methodologies and Engagement Materials

Oracle may provide methodologies and engagement materials to you in support of your Oracle PartnerNetwork membership. Methodologies are sets of documents that define an operational framework designed to assist and accelerate implementation and/or installation projects. Engagement materials may

consist of: implementation tools, templates, installation tools, installation scripts, utilities, the Enterprise Installation Services DVD, training, technical support, and personnel resources. The methodologies and engagement materials that are available vary by track and product, and are documented on the applicable track web pages on the Oracle PartnerNetwork website. Oracle shall at all times retain all rights, title, and interest, including intellectual property rights, in the methodologies and engagement materials.

## V. Logos

To promote your relationship with Oracle, you are allowed to use the Oracle logos specified in the OPN Logos and Trademarks Policy set forth at <http://www.oracle.com/opn> and which are made available to you by Oracle. Your use of any logo is subject to the terms of your OPN Agreement and the Oracle PartnerNetwork Brand Guidelines set forth at <http://www.oracle.com/opn> as well as the terms set forth in the OPN Logos and Trademarks Policy, which is subject to change at Oracle's discretion.

## VI. Marketing Enablers

During your Oracle PartnerNetwork membership, you are eligible to receive the Sales & Marketing Benefits identified in the [OPN Benefits Table](#) that are applicable to your membership, track and/or Expertise. The availability of Sales & Marketing Benefits is subject to Oracle's sole discretion and other guidelines set forth in the [OPN Benefits Table](#).

## VII. Oracle Cloud Marketplace and Oracle Partner Finder

You may be permitted to enter information regarding your cloud software solutions into the Oracle Cloud Marketplace or the Oracle Healthcare Marketplace if you meet the applicable requirements defined on the Oracle PartnerNetwork. Your use of the Oracle Cloud Marketplace and/ or the Oracle Healthcare Marketplace shall be subject to the terms of your OPN Agreement, these policies, the terms of your Oracle Cloud Marketplace publisher agreement with Oracle and any Oracle Cloud Marketplace policies referenced therein, the Oracle Terms of Use posted on the Oracle Cloud Marketplace and/ or the Oracle Healthcare Marketplace, excluding the following restrictions in the Oracle Terms of Use: (i) section 3 (a) prohibiting use for commercial purposes and (ii) section 6 (i) regarding the promoting or advertising of goods or services.

In the event of a conflict between the Oracle Terms of Use and any of the foregoing agreements or policies, such agreements and policies shall prevail.

You may be permitted to enter information regarding your Oracle-based Solutions into the Oracle Partner Finder <http://partner-finder.oracle.com>. Your use of the Partner Finder shall be subject to the terms of your OPN Agreement, these OPN Policies, and the Oracle Terms of Use posted on the Oracle PartnerNetwork website excluding the following restrictions in the Oracle Terms of Use: (a) section 4 prohibiting use for commercial purposes and (b) section 6 regarding the promoting or advertising of goods or services.

## VIII. Oracle Partner Store

You may be eligible to use the Oracle Partner Store, subject to the Oracle Store Policies stated therein. If you use the Oracle Partner Store, your use must maintain continuous compliance with your Privacy and Data Protection obligations in the OPN Agreement and the Oracle Open Market Model Policy. You may access the Oracle Open Market Model Policy at <http://www.oracle.com/opn>. In the event that you register an opportunity on the Oracle Partner Store and Oracle chooses not to pursue the opportunity, Oracle may pass the information on to another OPN member; you will ensure that you have provided any notices or obtained any consents necessary for Oracle to do so.

## IX. Additional Oracle Resources

During the term of your OPN Agreement, from time to time, Oracle may provide you with access to Oracle materials and services as described in the [OPN Benefits Table](#). Your use of the additional materials and/or services shall be subject to the terms of your OPN Agreement, these policies, and any additional written terms posted on the Oracle PartnerNetwork website related to the additional materials and/or services.



## X. Expertise

If you are a member of the Oracle PartnerNetwork and have joined a track, you may achieve an “Expertise” and/or “Advanced Expertise” The terms “Expertise” and “Advanced Expertise” are formal brands and are used as a way to market your company's skills and expertise in key Oracle solution areas. By allowing you to state that you have achieved an “Expertise” or “Advanced Expertise” and providing Expertise Enablers, Oracle is not warranting your products or services to customers.

Each Expertise within a track has unique criteria (each, a “Qualifier(s)”) for determining “Expertise” and “Advanced Expertise” status. You must fulfill the Qualifiers in order to achieve each Expertise separately.

For simplicity and to ensure that our standards are consistent when applied to all OPN members around the world, each Expertise and Advanced Expertise specifies only one set of Qualifiers that must be met to achieve the applicable status. You may access the rules for Qualifier validation at <http://www.oracle.com/opn>.

Any Expertise or Advanced Expertise may be updated to ensure currency. If the update includes a change in Qualifiers, you will be notified through Oracle communications that you will have 90 days to fulfill the new Qualifiers.

When you achieve an Advanced Expertise, you will be eligible for the Advanced Expertise Enablers as shown in the [OPN Benefits Table](#). In cases where Advanced Expertise Qualifiers include prerequisite Advanced Expertise, the prerequisite Advanced Expertise must be on qualifying versions, unless otherwise stated.

Oracle may retire Expertise. When an Expertise or Advanced Expertise is retired, Oracle will use commercially reasonable efforts to notify you through Oracle communications at least 90 days prior to the status change.

Once your Expertise or Advance Expertise status for an Expertise is approved it will remain valid as long as the Expertise has not been retired by Oracle and you continue to fulfill the Expertise Qualifiers and remain a member of OPN with a valid OPN Agreement.

Principals and their Associates, within a track, will be given credit for their collective resources toward meeting the Expertise Qualifiers provided the resources are within the same Regional Market, as defined by Oracle in its sole discretion and set forth at <http://www.oracle.com/opn>.

The Expertise or Advanced Expertise Qualifiers are subject to change at Oracle’s sole discretion. If Expertise or Advanced Expertise Qualifiers change you will have 90 days to fulfill the new Qualifiers. Oracle may, from time to time, verify that you continue to meet Expertise or Advanced Expertise Qualifiers. You agree to provide any and all information requested by Oracle in order to conduct such verification. If Oracle notifies you that you do not meet the Expertise or Advanced Expertise Qualifiers, you will be given 90 days to fulfill the Expertise or Advance Expertise Qualifiers. If you fail to fulfill the then-current Expertise or Advanced Expertise Qualifiers at the end of the 90-day period then your Expertise or Advanced Expertise status and any related Benefits, including your ability to use the applicable Expertise and Advanced Expertise logo, will be withdrawn.

**NOTE:** The term “Knowledge Zone” in any OPN distribution agreement, addendum, schedule or attachment shall refer to the applicable Expertise as defined herein.

**Expertise Criteria Measured on Revenue, Transactions, and/or Customer References.** **This section applies to Oracle PartnerNetwork members in the U.S. and Canada only.** If you are an Oracle PartnerNetwork member in the U.S. or Canada and you achieve Expertise status by meeting the business criteria using (a) transactions with public sector entities and/or (b) customer references from public sector entities then your Enablers will be limited as shown in the [OPN Benefits Table](#). The term “public sector,” in reference to an entity, refers to any traditional government agency or ministry, including national, state, provincial, or local government organizations, and any of their divisions, departments, agencies, branches, or ministries, whether executive, administrative, legislative, or judicial, as well as political parties, political organizations, and any public foundations, public organizations, or NGOs, such as the International Red Cross, United Nations and the World Bank. The term “public sector,” in reference to an entity, also refers to any entity for which any of the following conditions exists: (a) any government owns 30% or more of the entity; (b) any government has voting control or the ability to appoint officers or directors; (c) any government has formally identified the entity as a

government agency or state-owned enterprise; (d) the entity is financed through government appropriations, tax revenue, licenses, fees, or royalties; (e) the entity's profits are paid or go directly to any government; (f) any government subsidizes the entity's costs of providing services; (g) the entity is funded by any government in the event it fails to "break even;" (h) any government designates the entity as performing a governmental function or otherwise clearly recognizes that the entity is performing a function expressed in any government's policies; (i) the public generally perceives the entity to be performing a governmental function; (j) the entity has a monopoly over the function it carries out, or exclusive power to administer the function it carries out; (k) employees of the entity are considered locally to be public officials or civil servants; or (l) the entity provides services, which the local government treats as its own, to the public at large.

For clarity, the phrase "public sector end user" shall be determined according to the above definition of "public sector." As an adjective, "public sector" means of or relating to a public sector entity.

## **XI. Partner Administrator**

As a Principal member of the Oracle PartnerNetwork, you will have access to the Oracle PartnerNetwork website and application for yourself and for your Associates, if any. You are responsible for assigning system roles and responsibilities to your users including the Partner Administrator role described below. You acknowledge and agree that (A) the Partner Administrator has the capacity and authority to enter into contracts on your company's behalf for the Oracle PartnerNetwork Benefits, programs, offerings or initiatives as part of your Oracle PartnerNetwork membership and to bind your company and your wholly and majority owned subsidiaries to the terms of your OPN Agreement and any amendments or addenda thereto, and (B) you acknowledge and agree that Oracle may treat any contracts entered into by your Partner Administrator as authorized by you.

The Principal's Partner Administrator is responsible for managing your company's membership in the OPN. The Partner Administrator's responsibilities include but are not limited to the following:

- membership enrollment and renewal;
- apply for the ability to resell Oracle products and services and bind your company and majority owned subsidiaries to any applicable contractual terms and conditions;
- apply for and/or achieve tracks, Expertise, Resell Rights and Advanced Expertise;
- apply for any other initiatives and offerings; and
- accept your Associate members and bind them to the terms of your OPN Agreement.

Each Partner Administrator, with respect to their Principal or Associate member, is responsible for registering your company for access to the Oracle Partner Store. The Partner Administrator's responsibilities include but are not limited to the following:

- grant or remove access to the Oracle PartnerNetwork for its employees/contractors and define each employee/contractor's access to certain functionality within the Oracle PartnerNetwork system;
- perform an active review of its employees/contractors' access at least once per quarter; and
- create registrations and manage opportunities in OPS as defined above.

Each Partner Administrator, with respect to their Principal or Associate member can assign the following roles and associated responsibilities to itself or to each of its users who request access to the Oracle PartnerNetwork and OPS:

- **Partner User** – The default role that provides access to OPN content and OPS.
- **Deal Registration User** – Responsibility that provides access to OPN secure content and OPS, with the ability to register deals and opportunities.

For additional information or questions, please contact [Partner Assistance](#).

