



SUPPLEMENTAL TERMS AND CONDITIONS v082311

ORACLE AMERICA, INC. (“ORACLE”) IS A FIRST TIER SUBCONTRACTOR UNDER THIS CONTRACT. THESE SUPPLEMENTAL TERMS AND CONDITIONS APPLY TO ORACLE PROGRAMS, HARDWARE, AND/OR SERVICES THAT YOU ORDER FROM THE CONTRACTOR UNDER THE CONTRACT. THESE SUPPLEMENTAL TERMS AND CONDITIONS ARE CONSIDERED PART OF THE SCHEDULE OF SUPPLIES/SERVICES.

A. Definitions

“You” and “your” refers to the ordering activity that has ordered programs, hardware, and/or services from an authorized distributor (“Contractor”) under this contract.

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “integrated software” is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).

The term “program documentation” refers to the program user manual and program installation manuals.

The term “programs” refers to the software products owned or distributed by Oracle which you have ordered, program documentation, and any program updates acquired through technical support.

The term “services” refers to technical support services which you have ordered.

The term “hardware” refers to the hardware equipment, including components, options and spare parts.

The term “hardware documentation” refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

B. Hardware Composition

Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. The hardware equipment or parts of it may be new or like new.

C. Rights Granted

Upon Contractor’s acceptance of your order, you have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in your order with Contractor), limited right to use the programs and receive any services you ordered solely for your internal business operations and subject to the terms of this contract, including these Oracle Supplemental Terms and Conditions, the Oracle License Definitions and Rules, and the program documentation. You may allow your agents and contractors (including, without limitation, outsourcers) to use the programs for this purpose and you are responsible for their compliance with this contract in such use. For programs that are specifically designed to allow your customers and suppliers to interact with you in the furtherance of your internal business operations, such use is allowed.

You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware. Current versions of the license agreement(s) are

located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms of this contract, including the Oracle Supplemental Terms and Conditions, and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.

The operating system and/or integrated software may include separate works, identified in a readme file, notice file, or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the contract, including these Oracle Supplemental Terms and Conditions. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <<http://oss.oracle.com/systems-opensourcecode>>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-50P10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of Oracle's last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

D. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs, the operating system and integrated software. Oracle or its licensors retain all intellectual property rights to the hardware. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered under this contract resulting from services. Unless otherwise stated in your order with Contractor, title to hardware, excluding the operating system, integrated software and any other programs, and risk of loss or damages to the hardware will pass from Oracle upon delivery in accordance with the relevant Incoterms 2000. Title to and ownership of the programs, the operating system and integrated software shall not pass to you or to a third party; title to and ownership of the programs, the operating system and integrated software shall remain with Oracle. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media.

Third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the program documentation. Such third party technology is licensed to you under the terms of the third party technology license agreement specified in the program documentation or readme files or notice files and not under the terms of this contract.

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

You may not:

- use the programs in a rental, timesharing, subscription service, hosting or outsourcing capacity;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;

- remove any copyright notices or labels on the operating system or integrated software;
- make the programs, operating system, integrated software or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license, operating system, integrated software or materials from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), operating system or integrated software;
- make copies of the operating system or integrated software except for archival purposes, to replace a defective copy, or for program verification; or
- disclose results of any program and/or hardware benchmark tests.

E. Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e. via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. **ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.**

Oracle provides a limited warranty for (i) the hardware, (ii) the operating system and integrated software, and (iii) the operating system media and the integrated software media (collectively, "media"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is shipped to you. You must notify Oracle of any hardware warranty deficiency within one year from delivery. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is shipped to you. You must notify Oracle of any media warranty deficiency within 90 days from delivery. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE.** You may access a more detailed description of the limited hardware warranty at <http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the hardware warranty details specified on the warranty web page will not apply to hardware ordered prior to such change. Parts or components which are replaced under the applicable warranty may not be new. Title in all defective parts which are removed from the hardware under applicable warranty shall transfer back to Oracle.

No warranty will apply to hardware, operating system, integrated software or media which has been:

- i. modified, altered or adapted without Oracle's written consent (including modification by removal of the Oracle/Sun serial number tag on the hardware);
- ii. maltreated or used in a manner other than in accordance with the relevant documentation;
- iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- v. used with equipment or software not covered by the warranty, to the extent that the problems are attributable to such use;
- vi. relocated, to the extent that problems are attributable to such relocation;
- vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- viii. used by parties appearing on the most current U.S. export exclusion list;
- ix. relocated to countries subject to U.S. trade embargo or restrictions;
- x. used remotely to facilitate any activities in the countries referenced in (ix) above; or
- xi. purchased from any entity other than Oracle or an Oracle authorized reseller.

Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE DISTRIBUTED TO YOU; OR (B) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE DISTRIBUTED TO YOU, OR, IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES PAID TO ORACLE FOR THE DEFECTIVE HARDWARE DISTRIBUTED TO YOU; OR (C) THE REPERFORMANCE OF THE DEFICIENT SERVICES PROVIDED BY ORACLE; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT SERVICES PROVIDED BY ORACLE TO YOU.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

F. Technical Support

Technical support consists of annual technical support services you may have ordered for the programs and/or hardware.

If ordered, annual technical support (including first year and all subsequent years) for programs is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for supported programs during the period for which technical support has been ordered. You should review the policies prior to entering into an order for the applicable services. You may access the current version of the technical support policies at <http://www.oracle.com/us/support/policies/index.html>. Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with your order may be renewed annually. The order with Contractor will specify your SULS fee for the first renewal year should you renew SULS for the same number of licenses for the same programs as contained in the original order; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the program is ordered, then you will be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for programs is effective upon shipment of tangible media or upon the effective date of the order if shipment of tangible media is not required.

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated herein, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which Oracle Hardware and Systems Support has been ordered. You should review the policies prior to entering into an order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>. Oracle Hardware and Systems Support acquired with your order may be renewed annually. The order with Contractor will specify your Oracle Hardware and Systems Support fee for the first renewal year should you renew Oracle Hardware and Systems Support for the same systems and same configurations as contained in the original order; your

Oracle Hardware and Systems Support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you elect not to purchase technical support at the time that the hardware is ordered, then you will be required to pay reinstatement fees in accordance with Oracle's technical support policies in effect at the time of reinstatement if you decide to purchase technical support at a later date. Technical support for hardware is effective upon shipment of hardware or upon the effective date of the order if shipment of hardware is not required.

If ordered, descriptions of Oracle Customer Data and Device Retention Service, Installation Services – Exadata Database Machine and/or Exalogic System, Configuration Services – Exadata Database Machine Configuration Services, Configuration Services – Exalogic, and Exadata Database Machine or Exalogic Start-up Pack are incorporated into these Exadata and Exalogic Supplemental Terms and Conditions as Exhibit A.

Invoices for technical support services shall be submitted by Contractor on a quarterly basis (unless otherwise specified in the order) after the completion of such period. Technical support services charges for SULS (or any successor technical support offering to SULS) are classified as Software Maintenance as a Service and must be paid in arrears (31 U.S.C. 3324). PROMPT PAYMENT DISCOUNT, IF APPLICABLE, SHALL BE SHOWN ON THE INVOICE.

G. Other

1. You may not assign orders or give or transfer the programs, the operating system, the integrated software and/or any services or an interest in them to another individual or entity. If you grant a security interest in the programs, the operating system, the integrated software and/or any services deliverables, the secured party has no right to use or transfer the programs, the operating system, the integrated software and/or any services deliverables, and if you decide to finance your acquisition of hardware, programs and/or any services, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the linux operating system, third party technology or separate works licensed under open source or similar license terms.
2. In entering into an order under the contract, you agree and acknowledge that you have not relied on the future availability of any hardware, program or updates. However, (a) if you order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the relevant order, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any program licensed under the order, per the terms of the contract, including these Oracle Supplemental Terms and Conditions.
3. The extent to which an Oracle product (hardware or software program) is, at the time of delivery, capable of providing comparable access to individuals with disabilities is indicated by the comments and exceptions (if any) specified on the applicable Voluntary Product Accessibility Template (VPAT) available at www.oracle.com/us/corporate/accessibility, provided that such Oracle product is used in accordance with the applicable Oracle program and hardware documentation and that any assistive technologies and any other products used with the Oracle product properly interoperate with the Oracle product. The VPAT indicates the degree of conformance with the applicable provisions of the Architectural and Transportation Barriers Compliance Board standards set out in 36 CFR Part 1194 (known as "Section 508"). In the event that Section 508 is revised over the life of the contract Agreement, the VPAT will indicate the applicable version. The VPAT also lists the degree of conformance with the Web Content Accessibility Guidelines (WCAG) if applicable (said standards only apply to "web pages"). In the event that no VPAT is available for a particular product, please contact the Oracle Accessibility Program Office at accessible_ww@oracle.com. Oracle makes no representations regarding the accessibility status of any product identified as "third party."
4. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating

system(s)). You agree that such export laws govern your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any services deliverables provided under the contract, and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating system(s)): ‘These commodities, technology, software, or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

5. The Uniform Computer Information Transactions Act does not apply to these Oracle Supplemental Terms and Conditions nor any order placed pursuant to them.
6. You understand that Oracle’s business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle’s agents. Oracle is not bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor under an engagement ordered directly with Oracle.
7. You may order trial programs, or Oracle may include additional programs with your order with Contractor which you may use for trial, non-production purposes only. You may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30-day trial period, you must obtain a license for such programs from Oracle or an authorized distributor. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and delete any such programs from your computer systems. Programs licensed for trial purposes are provided “as is” and Oracle does not provide technical support or offer any warranties for these programs.

Oracle may include additional programs on the hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so; however, you may use programs for trial, non-production purposes for up to 30 days from the date of delivery provided that such use is subject to the terms for trial programs in the contract, including these Oracle Supplemental Terms and conditions.

8. Upon 45 days written notice, Contractor may audit your use of the programs. You agree to cooperate with Contractor’s audit, provide reasonable assistance and access to information and permit Contractor to report the audit results to Oracle. Any such audit shall not unreasonably interfere with your normal business operations. You agree to pay within 30 days of written notification any fees applicable to your use of the programs in excess of your license rights. If you do not pay, Contractor can end your technical support, licenses and/or terminate your order. Contractor may assign its right audit your use of the programs to Oracle. If the Contractor assigns its right to audit your use of the programs to Oracle, then Oracle shall not be responsible for any costs incurred by either you or Contractor in cooperating with the audit.
9. Upon termination of a program license, you are required to discontinue use and destroy or return to the Contractor all copies of the programs and program documentation associated with the terminated license.

10. Oracle may deliver source code as part of its standard delivery for particular programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the contract, including these Oracle Supplemental Terms and Conditions, the applicable order and the applicable program documentation.

EXHIBIT A

ADDITIONAL SERVICES

I. Oracle Customer Data and Device Retention Service

The Oracle Customer Data & Device Retention Service acquired by your order with Contractor is provided under Oracle's technical support policies in effect at the time the services are provided. This service applies to the hardware systems as specified on your order with Contractor. By accepting the terms in these Oracle Supplemental Terms and Conditions, you acknowledge that you must maintain Oracle Premier Support for Systems; you must acquire Oracle Customer Data & Device Retention Service for (i) all servers of the same model number, (ii) all storage devices of the same model number, and/or (iii) all networking devices of the same model number. Upon renewal, the Oracle Customer Data & Device Retention Services fee will be based on the Oracle Customer Data & Device Retention Service pricing policies in effect at the time of renewal. Contractual caps on annual technical support fees do not apply to Oracle Customer Data & Device Retention Services, unless stated otherwise in your order with Contractor.

II. Installation Services – Exadata Database Machine and/or Exalogic System

These Installation Services are subject to the terms and conditions of the contract, inclusive of these Oracle Supplemental Terms and Conditions.

Oracle will perform the following services to install your Exadata Database Machine and/or Exalogic hardware at your delivery location specified in your order with Contractor:

- A. Site and Installation Planning;
- B. Installation and Configuration of Sun Hardware and Sun Software;
- C. Power-on Sun Hardware;
- D. Bring-up Operating System on Sun Hardware;
- E. Installation Verification;
- F. Verification of Firmware Levels;
- G. Physical Connection to your Network; and
- H. Deliver Build Diagrams and Bill of Materials

III. Configuration Services – Exadata Database Machine Configuration Services

These Configuration Services are subject to the terms and conditions of the contract, inclusive of these Oracle Supplemental Terms and Conditions.

Oracle will perform the following services to configure the licensed Oracle Exadata software and Exadata Database Machine at your delivery location specified in your order with Contractor:

- A. Configure the Exadata Storage Servers:
 - 1. Configure logins and network addresses;
 - 2. Create a cell, cell disks, and grid disks;
 - 3. Set up configuration files for a database server host; and
 - 4. Configure shared storage to support Oracle Real Application Clusters.

- B. Install the licensed Oracle Database and Configure Database Servers:
 - 1. Configure logins and network addresses;
 - 2. Install Oracle Database including ASM and CRS;
 - 3. Install any required Database patches;
 - 4. Create an ASM disk group for the Oracle Exadata Storage Server Software; and
 - 5. Create default Oracle database.
- C. The Post-Installation Tasks:
 - 1. Run configuration verification tests; and
 - 2. Document configuration and maintenance procedures

IV. Configuration Services – Exalogic

The Exalogic Configuration Services are subject to the terms and conditions of the contract, inclusive of these Oracle Supplemental Terms and Conditions.

Oracle will perform the following services to install and configure the licensed Oracle Elastic Cloud software at your delivery location specified in your order with Contractor:

- A. Configure the Exalogic servers:
 - 1. Configure network (Ethernet and infiniband) on the servers;
 - 2. Configure users and login accounts;
 - 3. Configure storage appliance file system;
 - 4. Setup database connectivity – outside the Exalogic system;
 - 5. Configure shared storage;
 - 6. Set up node manager;
 - 7. Install the standard fusion middleware components:
 - i. Weblogic cluster server;
 - ii. Coherence cluster;
 - iii. JRockit or Hotspot; and
 - iv. Install required and recommended patches.
 - 8. Create default Weblogic for Exadata deployment (if deployed with an Oracle Exadata Database Machine); and
 - 9. Install Oracle Enterprise Grid Control manager for managing Exalogic.
- B. Install and configure the licensed Oracle Database server, at your request (optional):
 - 1. Install Oracle Database;
 - 2. Configure users and login accounts; and
 - 3. Install required patches.
- C. Post-Installation Tasks:
 - 1. Post Installation verification; and
 - 2. Document configuration and system details.

V. Exadata Database Machine or Exalogic Start-up Pack

The Exadata Database Machine and Exalogic Start-up Pack are subject to the terms and conditions of the contract, inclusive of these Oracle Supplemental Terms and Conditions.

The following services will be provided the Exadata Database Machine(s) or Exalogic(s) for which Start-up Pack(s) have been ordered. The Start-Up Advisory Service within the

Start-up Pack is performed one (1) time per customer site. "Site" means one address at one location, not larger than a campus. All other services listed below are performed per Exadata Database Machine or Exalogic rack for which Start-up Packs have been ordered.

A. Start-Up Advisory Services. Oracle will provide one (1) resource for up to fifteen (15) person days* over a consecutive three (3) week period, to assist you with Exadata Database Machine or Exalogic start-up advisory services, which may include but are not necessarily limited to the following:

1. Review Oracle Exadata or Oracle Exalogic core features (including business continuity parameters);
2. Review possible migration paths from your existing systems and environments to an Oracle Exadata or Oracle Exalogic environment;
3. Review your existing operational business practices and assess them against a proposed Oracle Exadata or Oracle Exalogic implementation;
4. Recommend approaches to a proposed Oracle Exadata or Oracle Exalogic implementation; and
5. Provide recommendations to facilitate readiness of your existing systems and environments for a proposed Oracle Exadata or Oracle Exalogic implementation.

* A "person day" is defined as one (1) person working up to eight (8) hours

Start-Up Advisory Services shall commence upon the earlier of (i) the date on which you and Oracle mutually agree that such services shall commence or (ii) six (6) months from the effective date of your order with Contractor.

You acknowledge that Oracle's ability to perform the services depends upon your fulfillment of the following obligations

1. Prior to commencement of services, provide to Oracle your existing operational business practices; and
2. At the commencement of services, provide Oracle with information regarding the configuration and integration of your existing systems and environments.

B. Installation Services – Exadata Database Machine and/or Exalogic System

Oracle will perform the following services to install your Exadata Server, Exadata Database Machine or Exalogic hardware at your delivery location specified in your order with Contractor:

1. Site and Installation Planning;
2. Installation and Configuration of Sun Hardware and Sun Software;
3. Power-on Sun Hardware;
4. Bring-up Operating System on Sun Hardware;
5. Installation Verification;
6. Verification of Firmware Levels;
7. Physical Connection to your Network; and
8. Build Diagrams and Bill of Materials.

C. Configuration Services – Exadata Database

Oracle will perform the following services to configure the licensed Oracle Exadata software and Exadata Database Machine at your delivery location specified in your order with Contractor:

1. Configure the Exadata Storage Servers:
 - a. Configure logins and network addresses;
 - b. Create a cell, cell disks, and grid disks;
 - c. Set up configuration files for a database server host; and
 - d. Configure shared storage to support Oracle Real Application Clusters.

2. Install the licensed Oracle Exadata Database and Configure Exadata Database Servers:
 - a. Configure logins and network addresses;
 - b. Install Oracle Database including ASM and CRS;
 - c. Install any required Database patches;
 - d. Create an ASM disk group for the Oracle Exadata Storage Server Software; and
 - e. Create default Oracle database.

3. The Post-Installation Tasks:
 - a. Run configuration verification tests; and
 - b. Document configuration and maintenance procedures.

D. Configuration Services – Exalogic

Oracle will perform the following services to install and configure the licensed Oracle Elastic Cloud software at your delivery location specified in your order with Contractor:

1. Configure the Exalogic servers:
 - a. Configure network (Ethernet and infiniband) on the servers;
 - b. Configure users and login accounts;
 - c. Configure storage appliance file system;
 - d. Setup database connectivity – outside the Exalogic system;
 - e. Configure shared storage;
 - f. Set up node manager;
 - g. Install the standard fusion middleware components:
 - i. Weblogic cluster server;
 - ii. Coherence cluster;
 - iii. JRockit or Hotspot; and
 - iv. Install required and recommended patches.
 - h. Create default Weblogic for Exadata deployment (if deployed with an Oracle Exadata Database Machine); and
 - i. Install Oracle Enterprise Manager for managing Exalogic.

2. Install and configure the licensed Oracle Database server, at your request (optional):
 - a. Install Oracle Database;
 - b. Configure users and login accounts; and
 - c. Install required patches.

3. Post-Installation Tasks:
 - a. Post Installation verification; and
 - b. Document configuration and system details.

E. Production Support Readiness

This service will begin upon conclusion of your Exadata Database Machine or Exalogic Configuration service. Oracle will examine the deployment plans made during Start-up Advisory service and will assess the supportability of those plans based on the defined requirements. This process will consist of reviews in most or all of the following areas. This service will be delivered over one business quarter which is approximately ninety (90) calendar days. The reviews will be delivered remotely and a report of findings will be provided following each review that is deemed necessary by you.

1. **Design & Configuration Review** – Based on the recommendations provided by the Start Up advisory service Oracle will provide an advanced design and configuration review report containing additional recommendations for your specific design and configuration. You are responsible for providing Oracle with any additional information not included in the Start-up Advisory service documentation necessary for the performance of services, including, but not limited to: file listings, scripts, setup files, sample data, access to data sources, etc. After review Oracle will provide you with a Design and Configuration Review report containing additional recommendations for your design and configuration. As necessary, a meeting will be scheduled between Oracle and your customer contact(s) to review the recommendations written in the Design and Configuration report of findings. You will be responsible for evaluating and implementing Oracle's findings and recommendations.
2. **Premier Support Review** – Oracle will provide this review with one of your customer contact(s) (via telephone) and your assigned Oracle Premier Support Customer Integration Manager ("CIM"). The review will include the processes intended to be used in;
 - a. supporting your internal user community (internal helpdesk SR routing);
 - b. use of Oracle-provided tools and utilities, including:
 - i. My Oracle Support;
 - ii. Auto Service Request;
 - iii. Configuration Manager; and
 - iv. Enterprise Manager.
 - c. Interacting with the Exadata or Exalogic support team within Oracle's support organization.
3. **Migration Review** – Oracle will examine your Start-up Advisory data or software migration plan and assess its supportability. Oracle will provide you with a Migration Planning supportability report that contains additional findings and recommendations for migration strategies. As necessary, a meeting will be scheduled between Oracle and your customer contact(s) to review the recommendations written in the Migration Review report of findings. You will be responsible for evaluating and implementing Oracle's findings and recommendations.
4. **Backup and Restore Review** – Oracle will examine your backup and recovery plan, planned integration of RMAN or other Oracle tools, and capability of those plans to meet your defined requirements for backup and recovery including your backup windows and recovery response. Additional areas to be examined may include your hardware, software and operational procedures related to backup and recovery of the machine(s) but this does not include Disaster Recovery review or third party backup systems. Oracle will provide you with a Backup and Recovery report of Oracle's findings and recommendations. As necessary, a meeting will be scheduled between Oracle and your customer contact(s) to review the recommendations written in the Backup and Restore Review report of findings. You will be responsible for evaluating and implementing Oracle's findings and recommendations.

5. **Test Plan** – Oracle will examine your test plan and assess its ability to meet your defined business requirements including your test plans for:
 - a. Data Application Migration integrity;
 - b. Capacity;
 - c. Load Balancing; and
 - d. Failover (if applicable).

As necessary, a meeting will be scheduled between Oracle and your customer contact(s) to review the recommendations written in the Test Plan Review report of findings. You will be responsible for evaluating and implementing Oracle's findings and recommendations.

6. **Operational Readiness Review** – Oracle will work with your Start-up Advisory plans and your customer contact(s) to gather data and knowledge regarding your hardware, Oracle programs and operational procedures to verify that your current deployment configuration and processes minimize the potential for availability, integrity, or performance problems. The data is collected from a combination of Oracle supplied scripts, customer documentation, questionnaires and interviews with your customer contact(s). The major areas of data collection are:
 - a. Defined availability targets;
 - b. Change control process;
 - c. Patch management process;
 - d. Backup and recovery procedures;
 - e. Clustering and failover procedures; and
 - f. Key business processes associated with the system(s).

Oracle will provide you with a Production Assessment report of Oracle's findings and recommendations. As necessary, a meeting will be scheduled between Oracle and your customer contact(s) to review the recommendations written in the Operational Readiness report of findings. You will be responsible for evaluating and implementing Oracle's findings and recommendations.

7. **Production Deployment Review** – Oracle will perform a review to measure the readiness of your machines to go into production. Such review is intended to highlight possible product performance issues, concerns and recommendations for machine processes and procedures. To support such review, your key business owners and project members will be responsible for completing a questionnaire intended to gather the following information:
 - a. Project background:
 - i. Your project success measures;
 - ii. Business function application is performing;
 - iii. Vendor involvement and touch points (e.g. service partners or service integrator relationships); and
 - iv. Contact map (internal & external).
 - b. Information related to the environment in which the database or fusion middleware is, or will be operating:
 - i. Oracle and third party products interacting with the database or fusion middleware; and
 - ii. Support infrastructure capabilities.
8. **Service Delivery Management** – An Oracle Service Delivery Manager ("SDM") will be assigned to you to be the designated point of contact for scheduling and coordinating the reviews described above as well as coordinating regular interactions with your CIM from Oracle Premier Support. At Oracle's discretion, Oracle may temporarily substitute or permanently replace the SDM assigned to you; however, Oracle will use reasonable efforts to minimize any such substitution or removal of your SDM.

F. Quarterly Patch Deployment Service

This service will begin upon conclusion of your Exadata Database Machine or Exalogic Configuration service. Oracle will provide quarterly deployment of the proactive unified Oracle Exadata Patch set for one (1) year. Oracle will perform Orientation & Training, Customer Portal set up and Connectivity Setup at the beginning of the service. Oracle will then deploy four (4) Oracle Exadata Patch set deployments every quarter or approximately every three (3) months for one (1) year. You are responsible for all reactive (non bundled) patch deployments.

1. **Customer Orientation and Training** – (One time with your designated customer contacts). Oracle will provide a training and orientation session either remotely or at your location specified in your ordering document. The agenda for the orientation is a discussion of:
 - a. Overview of the ongoing Quarterly Patch Deployment service and deliverables;
 - b. Ongoing Quarterly Patch Deployment Responsibilities;
 - c. Initial schedule of the deliverables for the ordered services;
 - d. Objectives and plans to execute the ordered services;
 - e. Joint contact information (If different from customer or Oracle Production Support Readiness contacts);
 - f. Usage of Oracle’s web-based support delivery system(s);
 - g. Service requests;
 - h. Oracle product lifecycle;
 - i. Patch management and change control recommendations;
 - j. Electronic access and remote connectivity guidelines (if applicable), and
 - k. Questions and answers

2. **Customer Portal** – (One time) Oracle will provide you with a customer-specific web portal to track the status of the service and may consist of one or more of the following items:
 - a. Orientation session materials;
 - b. Contact information;
 - c. Escalation procedures;
 - d. Meeting minutes;
 - e. Start-up Advisory and Production Support Readiness output and reports from service reviews, and
 - f. Useful links (e.g., Technical Support Policies).

Oracle will provide you with a password to access to your web portal; such access is subject to the Terms of Use posted on Oracle’s web-based support delivery system(s). A copy of the Terms of Use is available upon request.

3. **Connectivity Setup** – (One time, for remote Patch Deployment delivery customers only). Oracle will assist you to establish continuous network connection between you and Oracle via the Oracle Continuous Connection Network (“OCCN”) which is secure network from which Oracle can access your systems to deploy the patch bundle. Oracle will provide the requirements for the OCCN implementation and provide you with a VPN device. You are responsible for installing such VPN device on your Internet network. If you experience difficulty installing the VPN device or establishing a VPN connection, Oracle will assist you with identifying and resolving the issue. Alternately, you may also choose not to use a VPN connection and choose to have Oracle connect and execute the necessary patching commands via Oracle Web Conference.

4. **Support Activity Reviews** – (Once a month) Oracle will review with one of your customer contact(s) (via telephone) all reactive patch deployment activity, including

service request activity in connection with those patches logged by your customer contact(s). The review will consist of status reports, outstanding actions to complete, and an assessment of your reactive patch plans. You will be responsible for evaluating and implementing Oracle's recommendations for all reactive patches. You will be responsible for approving proactive patch bundles recommended prior to quarterly patch deployments.

5. **Initial 90 Day Patch Assessment** (One time) – Oracle will perform a high level assessment of your system's patch profile to analyze your system to identify known patch issues. Such information will be used to generate a standardized report of findings, based on Oracle's recommended best practices and recommendations. The assessment may cover the following topics:
 - a. Reviewing customer's patch inventory to see what one-off patches have been applied;
 - b. Reviewing the recommended patches to identify possible conflicts;
 - c. Working with Premier Support to arrange merge patches as needed;
 - d. Creating and providing the assessment report to customer; and
 - e. Reviewing the report with customer to get their approval for deployment.

In addition, the patch assessment will consider recommendations from different reviews in Production Support Readiness service. Those patch recommendations will be based on our observations made in reviews and Service Requests. Oracle will provide you with a Patch Assessment report and a recommended patch set that contains findings and recommendations for your first Quarterly Patch Deployment. You will be responsible for approving the recommended patch set for the first deployment and patch deployment approach.

6. **Patch Deployment** (Once per quarter) – Oracle will assist you with patching the Oracle Exadata Database Machine or Exalogic and InfiniBand HCA firmware, Oracle Enterprise Linux or Solaris, and the Oracle software installed and configured on your servers and storage during the standard Start-up Pack configuration service as follows:
 - a. Using one (1) of the approaches listed below, Oracle will perform patch installation activities and/or provide installation assistance. Working with Oracle, you will determine which of the following approaches will be used:
 - i. Oracle will install patches installations while your machine is online, including a use of a verification utility which identifies the complexity and nature of the patch. Simple patches will be applied on each server, storage server or storage array. Complex patches will be applied one server at a time in rolling fashion.
 - ii. Oracle will perform patch installations by applying the patch while servers, storage servers or storage arrays are shutdown down. After the patch has been applied, the machine will be rebooted, the servers and storage servers or storage arrays will be brought back up.
 - iii. Oracle will assist you to perform the installation of the patches that Oracle provides to you, and Oracle will provide you with detailed patch installations instructions.