Attachment 3

Oracle's Technical Support Policies
Dated 10-July-2007

Technical Support Policies

Effective Date: 10-JULY-2007

OVERVIEW

Unless otherwise stated, these Technical Support Policies apply to technical support for all Oracle product lines. These Technical Support Policies may be referred to in former PeopleSoft agreements as the "Software Support Services Terms and Conditions", in former Siebel agreements as the "Maintenance Services Policy", and in former Hyperion agreements as the "Standard Maintenance Program".

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

To receive technical support as provided by Oracle Support Services (OSS) and described in the Oracle Technical Support Levels section below, all programs must be properly licensed.

Technical support is provided for issues (including problems created by you) that are demonstrable in the currently supported release(s) of an Oracle licensed program, running unaltered, and on an appropriate hardware, database and operating system configuration, as specified in your order or program documentation. Product release and supported platforms information for Oracle programs is available through one of Oracle's six web-based customer support systems: (i) Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), (ii) SupportWeb (for Siebel programs), (iii) MetaSolv Support Portal (for MetaSolv programs), (iv) WebSRTS (for SPL Worldgroup programs), (v) e-Support (for Hyperion programs) and (vi) Oracle*MetaLink* (for all other Oracle programs.)

Oracle will provide technical support in accordance with Oracle's privacy policy available at http://www.oracle.com/html/privacy.html.

These Technical Support Policies are subject to change at Oracle's discretion, however the services provided will not be materially reduced during the support period (defined below).

To view changes that have been made, please refer to the attached *Statement of Changes* (PDF).

SUPPORT TERMS

Technical Support Fees

Technical support fees are due and payable annually in advance of a support period, unless otherwise stated in the relevant ordering document or financing or payment contract with Oracle or an Oracle affiliate. Your commitment to pay is required to process your technical support order with Oracle (e.g., purchase order, actual payment, or other approved method of payment). An invoice will be issued only upon receipt of your commitment to pay, and will be sent to a single billing address as designated by you. Failure to submit payment will result in the termination of support.

Support Period

Technical support is effective upon the effective date of your ordering document unless stated otherwise in your ordering document. If your order was placed through the Oracle Store, the effective date is the date your order was accepted by Oracle. Unless otherwise stated in the ordering document, Oracle technical support terms, including pricing, reflect a 12 month support period (the "support period"). All technical support services ordered for a support period and the related fees are non-cancelable and non-refundable. Oracle is not obligated to provide technical support beyond the end of the support period unless your technical support contract is renewed on or before the service expiration date.

License Set

A license set consists of (i) all of your licenses of a program, (ii) licenses of a program which share the same source code*, (iii) licenses of a program which include an option or Enterprise Manager specified on the price list (e.g., Database Enterprise Edition and Enterprise Edition Options; Database Enterprise Edition and Diagnostics Pack; Purchasing and Purchasing Options), and (iv) licenses of a program which include a self-service module specified on the price list (e.g., Human Resources and Self-Service Human Resources). Development and demonstration licenses available through the Oracle Partner Network or the Oracle Technology Network are not included in the definition of a license set.

*Programs which share the same source code are:

- Database Enterprise Edition, Database Standard Edition, Database Standard Edition One, and Personal Edition, and
- Application Server Enterprise Edition, Application Server Standard Edition, and Application Server Java Edition).

Matching Service Levels

When acquiring technical support, all licenses in any given license set must be supported under the same technical support service level (e.g., Software Update License & Support or unsupported). You may not support a subset of licenses within a license set; the license set must be reduced by terminating any unsupported licenses. You will be required to document license terminations via a termination letter.

Reinstatement of Oracle Technical Support

In the event that technical support lapses or was not originally purchased, upon the commencement of technical support a reinstatement fee will be assessed. The reinstatement fee is equal to 150% of the last-paid support fee, or 150% of the last-published list technical support price for the licensed program less the applicable standard discount as published on the Oracle Store ("standard discount") in effect at the time of reinstatement if support was not originally purchased for the relevant programs, prorated from the date technical support is being ordered back to the date technical support lapsed (or the license order date if technical support was never purchased). Applicable renewal adjustments are applied. Once the reinstatement fee has been assessed, technical support for the year following the reinstatement period may be purchased for an additional technical support fee as calculated based on how long the licensed program has been unsupported ("go-forward support fee"). If the lapsed support period is less than 6 months, the go-forward support fee is calculated based on the last-published list technical support price less the applicable standard discount in effect at the time of reinstatement. If the lapsed support period is 6 months or greater, the go-forward support fee is calculated based on the last-paid support fee. If support is not reinstated for the entire license set or if support for a subset of licenses from an ordering document is reinstated, then the "License Set", "Matching Service Levels", and "Pricing following Reduction of Licenses or Support Level" policies will apply. Applicable renewal adjustments are applied to the reinstatement fee and go-forward support fee.

Pricing following Reduction of Licenses or Support Level

Pricing for support is based upon the level of support and the volume of licenses for which support is ordered. In the event that a subset of licenses on a single order is terminated or if the level of support is reduced, support for the remaining licenses on that license order will be priced at Oracle's list price for support in effect at the time of termination or reduction minus the applicable standard discount, capped at the previous support fees paid for both the remaining licenses and the licenses being terminated or unsupported. If the license order from which licenses are being terminated established a price hold for additional licenses, support for all of the licenses ordered pursuant to the price hold will be priced at Oracle's list price for support in effect at the time of reduction minus the applicable standard discount.

Custom Application Bundles

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

Unsupported Programs

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

Technical Contacts

Your technical contacts are the sole liaisons between you and OSS for technical support of programs. It is the recommended standard that your technical contacts are trained representatives of your company. Such training shall include 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 should be knowledgeable about the Oracle programs and your Oracle environment in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, your technical contact should have a baseline understanding of the problem you are encountering and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, you must notify OSS whenever technical contact responsibilities are transferred to another individual.

With the order of Software Update License & Support, you may designate one (1) primary and four (4) backup individuals ("technical contact") per license set, to serve as liaisons with OSS. With each USD$250,000 in net support fees per license set, you have the option to designate an additional two (2) primary and four (4) backup technical contacts. Your primary technical contact shall be responsible for (i) overseeing your service request activity, and (ii) developing and deploying troubleshooting processes within your organization. The backup technical contacts shall be responsible for resolving user issues. You may be charged a fee to designate additional technical contacts.

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

Program Updates

"Update" means a subsequent release of the program which Oracle generally makes available for program licenses to its supported customers at no additional license fee, other than shipping charges if applicable, provided you have ordered a technical support offering that includes software updates for such licenses for the relevant time period. Updates do not include any release, option or future program that Oracle licenses separately. Updates are provided when available, and Oracle is under no obligation to develop any future programs or functionality.

For Siebel programs, any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy to one designated shipping site for Software Update License & Support, Standard Support, and Upgrade Service, and one update copy per additional region for Multiple Region Support. You shall be responsible for copying and installing the updates.

For all other Oracle programs, any updates made available will be delivered to you, or made available to you for download. If delivered, you will receive one update copy for each supported operating system for which your program licenses were ordered. You shall be responsible for copying and installing the updates.

Payment Plan, Financing and Leasing Agreements

Technical support fees due under payment plans, financing or leasing agreements between you and Oracle or an Oracle affiliate ("payment plan") are due and payable in accordance with the terms and conditions of such payment plan, but the technical support shall be ordered pursuant to the terms of the applicable ordering document.

Lifetime Support

Lifetime Support consists of the following service levels:

- "Premier Support" which refers to the first 5 years of basic technical support services (also referred to as, and will be documented on your ordering document as, "Software Update License & Support")
- Extended Support (if offered)
- Sustaining Support

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

When offered, Premier Support will be available for five years from the date a release of the Oracle program becomes generally available, except as noted below.

Based on availability, support may be extended for an additional three years with Extended Support for specific releases.

Alternatively, support may be extended with Sustaining Support which will be available for as long as you maintain technical support for your Oracle licenses.

Refer to the attached document titled "Lifetime Support Policy: Coverage for Applications & Server Technologies" (PDF) for specific server technology and application programs that are, or will be, covered by the Lifetime Support policy.

Notes:

1. ContextMedia, Hyperion Solutions, Notiva, and Sigma Dynamics, and other programs and releases that have already had desupport dates posted on Oracle*MetaLink* are excluded from the Lifetime Support policy.

2. For PeopleSoft Enterprise programs that have been retired under the previous 4-year support policy, Sustaining Support will be available for as long as you maintain technical support for these programs.

3. Tax updates and regulatory changes* will be made available for up to six (6) years from the release date of the licensed software for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs, and for as long as IBM supports the iSeries, or at least until 2013 for JD Edwards World programs. Upgrade scripts, new software patches, and fixes to the latest release will be made available for five (5) years from the release date of the licensed software for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs, and for as long as IBM supports the iSeries, or at least until 2013 for JD Edwards World A7.3 and A8.1. Upgrade scripts to JD Edwards World A7.3 and A8.1 are available for PeopleSoft World A5.2, A6.1, and A7.2.

   *Tax updates and regulatory changes refers to those updates that address tax and/or regulatory changes which are generally made available to similarly situated licensees of PeopleSoft software, on a when and if available basis only.

4. Oracle's PeopleTools program, which was purchased in conjunction with an application program release, will be supported for as long as such application program release is supported. PeopleTools fixes are delivered in minor releases and patches; patches are provided on the current minor release only. Patches and platform certifications for a PeopleTools minor release are created when that release becomes generally available and will be supported for twelve (12) months after the next minor release becomes generally available.

   To receive technical support, you may be required to apply a minor release upgrade of PeopleTools to remain current with versions of third party technologies and products as supported by the provider of the third party product.

5. For certain Oracle Retail application program releases* prior to release 11, limited Premier Support will be available for seven years from when that release became generally available. For Oracle Retail applications for which Premier Support is not available, Sustaining Support will be available for as long as you maintain technical support for these programs.

   *formerly Retek, ProfitLogic, and 360 Commerce

6. For supported customers, the Extended Support fee for Oracle*9i* Database Release 9.2 has been waived for the period August 1, 2007 to July 31, 2008. During this period, you will receive access to generally available fixes and critical patch updates (CPUs) at no additional cost other than your fees for Software Update License & Support (or any successor technical support offering to Software Update License & Support). Effective August 1, 2007, fixes and CPUs will be created against Oracle Database version 9.2.0.8 only.

Right to Desupport

It may become necessary as a part of Oracle's product lifecycle to desupport certain program releases and, therefore, Oracle reserves the right to desupport certain program releases. Program releases that are designated as subject to Premier Support under Oracle's Lifetime Support policy are excluded. If a Siebel program is desupported, you will be notified of such desupport directly by OSS. For all other Oracle programs, desupport information, including desupport dates, information about availability of Extended Support and Sustaining Support, and information about migration paths for certain features, is posted on Oracle*MetaLink,* Customer Connection, SupportWeb, MetaSolv Support Portal, and WebSRTS. Desupport information is subject to change. Oracle will provide updated desupport information on Oracle*MetaLink*, Customer Connection, SupportWeb, MetaSolv Support Portal, and WebSRTS as necessary.

First and Second Line Support

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

If after reasonable commercial efforts you are unable to diagnose or resolve problems or issues of the supported programs, you shall contact Oracle for "Second Line Support". You shall use commercially reasonable efforts to provide Oracle with the necessary access (e.g., access to repository files, log files, or database extracts) required to provide Second Line Support. Oracle does not ensure its performance of the technical support described herein if such access is not provided by you when requested by Oracle.

Second Line Support shall include but not be limited to (i) a diagnosis of problems or issues of the supported programs and (ii) reasonable commercial efforts to resolve reported and verifiable errors in supported programs so that such supported programs perform in all material respects the functions described in the associated documentation.

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

Third Party Vendor-Specific Support Terms

You must remain on a supported environment – including applications and platforms – to receive technical support. If a vendor retires support for its product, you may be required to upgrade to a current certified application, hardware platform, framework, database and/or operating system configuration to continue receiving technical support services from Oracle.

PeopleSoft and JD Edwards Release Information

Release information for PeopleSoft Enterprise and JD Edwards EnterpriseOne programs is available in the attached table titled, "Release Types for PeopleSoft Enterprise and JD Edwards EnterpriseOne Applications" (PDF).

Hyperion-Specific Support Terms

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

Warranties, Disclaimers, and Exclusive Remedies

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

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT TECHNICAL SUPPORT SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE RELEVANT TECHNICAL SUPPORT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT TECHNICAL SUPPORT SERVICES.

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

Limitation of Liability

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

ORACLE TECHNICAL SUPPORT LEVELS

Software Update License & Support

Program releases in the Premier Support phase of Oracle's product support lifecycle will receive Software Update License & Support. Software Update License & Support is the standard level for all Oracle support services and consists of:

- Program updates, fixes, security alerts, and critical patch updates
- Tax, legal, and regulatory updates
- Upgrade scripts
- Certification with most new third-party products/versions
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, Customer Connection, SupportWeb, MetaSolv Support Portal, or WebSRTS* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

  * For PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs, web-based support is provided through Customer Connection. For Siebel technology and application programs, web-based support is provided through SupportWeb. For MetaSolv programs, web-based support is provided through MetaSolv Support Portal. For SPL Worldgroup programs, web-based support is provided through WebSRTS. For all other Oracle programs, web-based support is provided through Oracle*MetaLink*.

Due to the unique constraints of the early releases of former Retek, ProfitLogic, and 360 Commerce retail applications, limited Software Update License & Support will be available for certain releases prior to release 11. The limited Software Update License & Support will consist of:

- Program updates and fixes
- Major product and technology releases
- Assistance with service requests 24 hours per day, 7 days per week
- Access to Oracle*MetaLink* (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Please review the Oracle Retail chart included in the "Lifetime Support Policy: Coverage for Applications & Server Technologies" (PDF) document for information on your specific release.

Enterprise Linux Support Services

Effective October 25, 2006, Oracle will offer Enterprise Linux support services to customers, regardless of whether or not they are using Oracle programs. For information about the available services, please refer to the Enterprise Linux Support Policies available at http://www.oracle.com/support/collateral/enterprise-linux-support-policies.pdf.

Priority Service

Priority Service is available for program releases eligible to receive Premier, Extended, or Sustaining Support. Priority Service consists of:

- Prioritization of Service Requests: Service requests will be prioritized above service requests of the same severity level submitted by Premier Support customers
- Service Request Response Guidelines: Reasonable efforts will be made to respond to service requests per the following guidelines:

    - 90% of Severity 1 service requests submitted by you will be responded to within 1 hour (available 24x7)
    - 90% of Severity 2 service requests submitted by you will be responded to within 2.5 local business hours
    - 90% of Severity 3 service requests submitted by you will be responded to within the next local business day
    - 90% of Severity 4 service requests submitted by you will be responded to within the next local business day
- Time-based internal escalations for Severity 1 and Severity 2 service requests
- Designated Oracle service manager who is responsible for assisting in the management of service requests, and providing service reviews
- Priority response from Oracle's Product Development team for product bugs initiated for the resolution of service requests
- 24x7 access to a customer-specific web portal
- Quarterly service reviews
- Pre-recorded orientation session
- Priority access to Oracle-sponsored events, as made available to Priority Service customers
- Access to monthly web conference sessions featuring Oracle executives and/or Oracle product technology experts
- Quarterly live chats with senior Oracle product technology experts and/or management, available exclusively to Priority Service customers

In order to acquire Priority Service for a license set, you must acquire Software Update License & Support for that license set. If you have maintained Software Update License & Support and want to purchase Priority Service for a license set, the licenses do not need to be migrated to current license metrics to do so.

Priority Service is not subject to the Reinstatement policies stated above. Priority Service is not available for all programs. Please contact your Support Sales Representative for service availability.

Incident Server Support Package

Incident Server Support provides web-based technical support on a per server basis in packages of 10 service requests, and is available for as long as Premier Support is available for your Oracle licenses. The Incident Server Support Packages do not include updates and may not be used, purchased, or sold in conjunction with any other support offering. If you want to obtain Software Update License & Support, it will be subject to Oracle's reinstatement policies in effect at the time of reinstatement. Incident Server Support is available for the following limited product sets, across all platforms:

- Oracle Database Server Support Package: Oracle Database Enterprise Edition, Oracle Database Standard Edition, Oracle Database Standard Edition One, Partitioning, Real Application Clusters
- Oracle Application Server Support Package: Internet Application Server Enterprise Edition, Internet Application Server Standard Edition, Internet Application Server Java Edition

Incident Server Support Packages are valid for one year from the date of purchase. Any unused service request(s) expire at the end of such term. Access to Oracle*MetaLink* expires at the same time the final service request is resolved. Your service request total will not be decreased by the number of service requests initiated for the resolution of a product bug. Incident Server Support includes:

- Access to Oracle*MetaLink* (24x7 web-based technical support system), including the ability to log service requests online
- Access to downloadable software patches and patchsets

JDeveloper Support

JDeveloper Support is made available for Oracle JDeveloper that has been downloaded from the Oracle Technology Network (OTN) after June 28, 2005. JDeveloper Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink* (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

Oracle Database Lite RDBMS Support

Oracle Database Lite RDBMS Support is made available for the Oracle Database Lite RDBMS program provided it's downloaded from the Oracle Technology Network (OTN) or the Oracle Electronic Product Delivery (EPD) site. Oracle Database Lite RDBMS Support consists of:

- Assistance with service requests 24 hours per day, 7 days a week
- Access to Oracle*MetaLink* (24 x 7 web-based technical support system), including the ability to log service requests online
- Non-technical customer service during normal business hours (e.g., assistance with support identification numbers, assistance with logging into Oracle*MetaLink*)

Service Request Packages

Service Request Packages are made available to members of the Oracle Partner Network. Service Request Packages provide web-based technical support in packages of 10 or 25 service requests, do not include updates, and are not available for all programs. Please contact your OPN Interaction Center (http://partner.oracle.com/) for program availability.

Service Request Packages are valid for one year from the date of purchase. Any unused service request(s) will expire at the earlier of (i) the end of such year, or (ii) the end of your OPN membership term if such membership is not renewed. Access to log service requests will be restricted at the same time the final service request is resolved.

Extended Support

Extended Support may be available for certain Oracle program releases after Premier Support expires. When Extended Support is offered, it is generally available for three years following the expiration of Premier Support and only for the terminal patchset release of a program.

Program releases eligible for Extended Support will receive Software Update License & Support limited to the following:

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

Extended Support does not include:

- Certification with new third party products/versions

Sustaining Support

Sustaining Support will be available after Premier Support expires. Program releases eligible for Sustaining Support will receive Software Update License & Support limited to the following:

- Program updates, fixes, security alerts, and critical patch updates created during the Premier Support period, and created during the Extended Support period for those customers who purchased Extended Support.
- Tax, legal, and regulatory updates created during the Premier Support period
- Upgrade scripts created during the Premier Support period
- Major product and technology releases, which includes general maintenance releases, selected functionality releases, and documentation updates
- Assistance with service requests, on a commercially reasonable basis, 24 hours per day, 7 days a week
- Access to Oracle*MetaLink*, Customer Connection, SupportWeb, or WebSRTS (24 x 7 web-based customer support systems), including the ability to log service requests online
- Non-technical customer service during normal business hours

Sustaining Support does not include:

- New program updates, fixes, security alerts, and critical patch updates
- New tax, legal and regulatory updates
- New upgrade scripts
- Certification with new third party products/versions
- 24 hour commitment and response guidelines for Severity 1 service requests as defined in the Severity Level section below

Because program releases supported by 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.

North American Payroll Tax Updates

North American Payroll Tax Updates is available for programs eligible to receive Sustaining Support. Customers who acquire North American Payroll Tax Updates will receive a tax year of tax updates for Oracle payroll applications.

In order to acquire North American Payroll Tax Updates, your licensed programs must be currently supported with Software Update License & Support. If you have maintained Software Update License & Support and want to acquire North American Payroll Tax Updates, the licenses do not need to be migrated to current license metrics to do so.

North American Payroll Tax Updates will be delivered through Customer Connection (for PeopleSoft Enterprise, JD Edwards EnterpriseOne and JD Edwards World programs), or through Oracle*MetaLink* (for all other Oracle programs).

When offered, North American Payroll Tax Updates may be acquired for up to two (2) years from the availability of Sustaining Support for the applicable Oracle program release. North American Payroll Tax Updates is not subject to the Reinstatement policies stated above. North American Payroll Tax Updates is not available in all countries or for all programs. Please contact your Support Sales Representative for service availability.

PREVIOUS TECHNICAL SUPPORT OFFERINGS

A list of technical support offerings that were previously offered by Oracle, or a company acquired by Oracle, is available at http://www.oracle.com/support/collateral/tsp-previous-offerings.pdf. The information contained within this list consists of a description of the service offering, date when new sales of the services was eliminated, and renewal options.

WEB-BASED CUSTOMER SUPPORT SYSTEMS

The following policy for Web-Based Customer Support Systems applies to all Oracle product lines except PeopleSoft Enterprise, JD Edwards EnterpriseOne, JD Edwards World, Siebel, MetaSolv, and SPL Worldgroup:

Oracle*MetaLink* is one of Oracle's five customer support web sites. Access to Oracle*MetaLink* is governed by the Terms of Use posted on the Oracle*MetaLink* web site, which are subject to change. A copy of these terms is available upon request. Access to Oracle*MetaLink* is limited to your designated technical contacts. Access to Oracle*MetaLink* is included with Software Update License & Support, Priority Service, Production Support, Incident Server Support, JDeveloper Support, Extended Support, and Sustaining Support. For customers with a current Software Updates service contract, limited access to Oracle*MetaLink* is included for patches and bug fix information.

The following policy for Web-Based Customer Support Systems applies to PeopleSoft Enterprise, JD Edwards EnterpriseOne, and JD Edwards World programs only:

Customer Connection is Oracle's second customer support web site. Access to Customer Connection is governed by the Terms of Use (PDF) posted on the Customer Connection web site, which are subject to change. A copy of these terms is available upon request. Access to Customer Connection is included with Software Update License & Support, Extended Support, Sustaining Support, and PeopleSoft World Support Service and is limited to your designated technical contacts.

The following policy for Web-Based Customer Support Systems applies to Siebel programs only:

SupportWeb is Oracle's third customer support web site. Access to SupportWeb is governed by the Terms of Use posted on the SupportWeb web site at http://supportweb.siebel.com/support/private/content/general/usage.html, which are subject to change. A copy of these terms is available upon request. Full access to SupportWeb is limited to your designated technical contacts. Read-only access is provided to your entire project team. Access to SupportWeb is included with Software Update License & Support, Extended Support, and Sustaining Support.

The following policy for Web-Based Customer Support Systems applies to MetaSolv programs only:

MetaSolv Support Portal is Oracle's fourth customer support web site. Access to MetaSolv Support Portal is governed by the Terms of Use posted on MetaSolv Support Portal web site at http://www.metasolv.com/MSLV/CDA/General/Login.aspx, which are subject to change. A copy of these terms is available upon request. Access to MetaSolv Support Portal is limited to your designated technical contacts. Access to MetaSolv Support Portal is included with Software Update License & Support, and MetaSolv's former service offerings Standard Support and Extended Support.

The following policy for Web-Based Customer Support Systems applies to SPL Worldgroup programs only:

WebSRTS is Oracle's fifth customer support web site. Access to WebSRTS is governed by the Terms of Use posted on the WebSRTS web site at https://srts.splwg.com/, which are subject to change. A copy of these terms is available upon request. Access to WebSRTS is limited to your

designated technical contacts. Access to WebSRTS is included with Software Update License & Support.

The following policy for e-Support applies to Hyperion programs only:

e-Support is Oracle's sixth customer support web site. Access to e-Support is governed by the Terms of Use posted on the e-Support web site at http://esupport.hyperion.com/, which are subject to change. A copy of these terms is available upon request. Access to e-Support is limited to your designated technical contacts. Access to e-Support is included with Software Update License & Support.

ORACLE COLLABORATIVE SUPPORT

Oracle may make available software tools (such as tools to assist in the collection and transmission of configuration data) and web-based tools (such as tools that enable Oracle, with your consent, to access your computer system) to aid in the resolution of service requests. Such tools may be used only in connection with supported program licenses, and use of the tools will be subject to any additional license and other terms provided with the tools.

SEVERITY DEFINITIONS

Service requests may be submitted by you either online through Oracle's web-based customer support systems or by telephone. The service request severity level, formerly known as "Priority Levels" for PeopleSoft and JD Edwards customers, is selected by you and Oracle and should be based on the following severity definitions:

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

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

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

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

Severity 2
You experience a severe loss of service. Important features are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3
You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

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

CONTACT INFORMATION

Phone numbers and contact information can be found on Oracle's support web site at http://www.oracle.com/support/contact.html.