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June 9, 2011

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Oracle
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Attached please find a copy of the document that you sent to the Michigan Attorney General's office on 2-17-11 in response to the Service Industry Association's (SIA) complaint AG No. 2010-0035510-A.

In your letter you highlight many areas that infer that the SIA has mischaracterized your actions and policies. As you might suspect, we are disturbed by the Oracle comments as the information on which the SIA based these claims were either obtained in the market from customer documents or from your published documents on various websites. As of this writing, your publicly available policy document (<http://www.oracle.com/us/support/library/hardware-systems-support-policies-069182.pdf>) does not match policy information claimed on Page 4, item #2.

Rather than gather clarifications through AAG Pascoe, we thought it would be better to allow Oracle to clarify a few statements detailed in your transmittal. Specifically, we ask that you clarify the previously unpublished (as far as we can tell) policy information claimed on Page 4, item #2. **"Oracle policy changes are generally prospective and do not affect the vast majority of the existing opportunity to service Sun hardware systems."** To make sure that we do not misrepresent your policy, please respond with a "yes" or "no" on #1 through #6. All questions specifically apply to equipment that is obtained by the customer prior to 3/16/10.

1. Can the user/agent call in for time and material support without an Oracle hardware support agreement?
2. Can the user/agent get Solaris updates and patches at the previous rate, (if any) without an Oracle hardware support agreement?
3. Can the user/agent get hardware firmware updates at the previous rate, (if any) without an Oracle hardware support agreement?
4. Can the user/agent get security updates, patches, fixes, etc. at the previous rate, (if any) without an Oracle hardware support agreement?
5. Can the user/agent remove these systems from the Oracle maintenance contract if he has newer systems with Oracle at no charge? If there is a charge, please present the formula.
6. Can the user/agent order spare parts from Oracle?
7. Please detail out any changes that might exist to the original Sun support policies for the equipment that was obtained prior to 3/16/10.

8. How do customers who have multiple service contract end dates based on various warranty expiration dates obtain a co-terminus hardware maintenance agreement?
9. We also request links to documents for each of the above policies if the answer by Oracle is “yes” so that we can direct our customers to that link and insure that we can continue to be factual and accurate. Also, please direct us to the published link that supports the Page 4, #2 Oracle policy.

Your answers to these questions will help us best serve our role as a *customer advocacy* organization and properly advise our clients about their rights as equipment owners. If Oracle has not acted “retrospectively” as your response to the Michigan AG proclaims, we will be pleased to disseminate our corrected understanding of your policies.

This request for clarification is not new and has become an urgent issue for our membership. We have been seeking details regarding this policy directly from Oracle since May of 2010, fully 13 months ago. We respectfully request a response to this letter by June 30, 2011.



Claudia J. Betzner, Executive Director

SERVICE INDUSTRY ASSOCIATION

CC: U.S. Department of Justice, Michigan Attorney General; under separate cover to all 50 states Attorneys General