

Einführung in die Oracle Lizenzierung - Was ist zu beachten?

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Software License Agreement, Rights Granted, Term vs. Perpetual License, License Metrics, Minimums, Shipment, Oracle Database Standard Edition, Processor Metric, Environments to License, Backup/Failover/Standby/Remote Mirroring, Partitioning Servers, License Type

Einleitung

Zielsetzung dieses Vortrages ist eine erste Einführung in die Grundlagen der Lizenzierung von Oracle Programmen. Die Inhalte orientieren sich hierbei vor allem an thematische Anfänger und Neueinsteiger, können jedoch auch als grundsätzliches Fresh-up evtl. bereits vorhandenen Basiswissens verwendet werden. Es wird vorgestellt, welche öffentlichen und individuellen Dokumente und Informationsquellen für Oracle Anwender aus verschiedensten Unternehmen/Organisationen und Fachbereichen zur Verfügung stehen. Auf Basis allgemein zugänglicher Informationen werden Oracle spezifische Begrifflichkeiten und Definitionen im Bereich Lizenzierung vorgestellt und anhand praxisnaher Fallbeispiele näher erörtert. Die zu vermittelnden Grundkenntnisse dienen somit als erstes Basiswissen für ein optimiertes und erfolgreiches Lizenzmanagement im Bereich Oracle Softwareprogramme und Lizenzen.

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Software License Agreement

A software license agreement is a contract between a software company and the user of that software.

Oracle uses a combination of written agreements to license its software. The overarching license rights are described in the Oracle License and Services Agreement (OLSA), and the rights regarding specific products and services are described in the Ordering Document. Specifically, the OLSA is the agreement that details the standard rights granted, ownership, restrictions, warranties, disclaimers, confidentiality, etc., as it relates to all Oracle products and services. The Ordering Document describes the specific products, types of licenses, number of users, level of support, and discounts (if any), a customer has ordered and will receive. When you sign or otherwise accept your Ordering Document, you are indicating your acceptance of the license terms in the OLSA as well as the Ordering Document.

Rights Granted

Rights Granted Oracle License and Services Agreements and Ordering Documents grant customers specific rights to use Oracle software and receive any services the customer has ordered, and customers' rights are limited to those rights that are expressly granted. All other rights in the programs are reserved by Oracle.

Perpetual vs. Term License

Oracle offers both term and perpetual licenses for all its products. A perpetual license is a one-time license fee that allows continued use of the software program for as long as the customer complies with all terms of the license agreement.

A term license is for a specific, limited period of time, during which the user is allowed to access and use the software. At the end of the term, the user must stop using the software or extend the term or purchase new licenses through an agreement with the software vendor. Oracle offers annual term licenses for all its products in 1-year, 2-year, 3-year, 4-year or 5-year terms. Term licenses are a percentage of the perpetual license of a given Oracle product, and the term length (i.e., 1 to 5 years) a customer chooses, determines the percentage amount.

License Metrics

License metrics are selected carefully to reflect the functionality the product offers and the value the customer receives from utilizing that functionality. Essentially, a license metric determines how the software usage is being measured when Oracle licenses a product to a customer.

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Minimums

Minimums are used in conjunction with license metrics and refer to the minimum number of licenses a customer is required to purchase when licensing Oracle products. Oracle often uses license minimums to establish base values for our products, so minimums vary by product and license metric. For example, the minimum number of "Processor" licenses required when licensing Oracle Database Enterprise Edition is one, while the minimum number of "Employee" licenses required when licensing Oracle Human Resources is 100. Please note, for all Oracle products, customers are required to obtain licenses based on their actual software usage or Oracle's licensing minimums, whichever is greater.

Shipment

To facilitate shipping and minimize the number of CDs a customer has to track and manage, Oracle includes many different software products in a single CD Pack. Customers may fully use only those programs for which they are specifically licensed. Receipt of the CD does not constitute an authorization to use any unlicensed products. However, the OLSA includes a provision that allows customers to use programs for which they have not purchased licenses on a 30-day limited trial basis.

License Metrics

Oracle's technology products are primarily licensed using two metrics: Named User Plus or Processor. The Named User Plus metric is used in environments where users and/or devices can be easily identified and counted. The Processor metric is used in environments where users cannot be easily identified and counted.

Named User Plus Metric

This metric is used in environments where users can be identified and counted. Named User Plus includes both humans and non-human operated devices. All human users and non-human operated devices that are accessing the program must be licensed. A non-human operated device can be many things, such as, a temperature monitoring device. It is important to note that if the device is operated by a person, then this person must be licensed.

A licensed Named User Plus may access the program on any instances where it is deployed, provided that the minimum on each server is met.

If multiplexing hardware or software is used, the number of Named User Plus licenses must be counted at the multiplexing front end.

Minimums for this metric may be discrete quantities, or they may be based on the number of processors in the machine on which the software will be installed and/or run. For example, the minimum for the Database Enterprise Edition, the iAS Standard Edition and the iAS Enterprise Edition is 25, 10 and 10 Named Users Plus per Processor, respectively, while the Database Standard Edition, and Standard Edition One minimums are 5 Named Users Plus. For iAS SE One/SE/EE, the Named User Plus Minimum does not apply if the program is installed on a one processor machine that allows for a maximum of one user per program.

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Oracle Database Standard Edition

Oracle Database Standard Edition only can be licensed on servers that have a maximum capacity of 4 sockets. Effective with the release of 10g, the Oracle Database Standard Edition product includes the Real Applications Clusters database option. The Real Applications Clusters option is not included with any Standard Edition versions prior to 10g. Customers who obtain Oracle's Software Updates License & Support for the Standard Edition Database can upgrade to the 10g version of the product for the supported licenses. Also, customers must use Oracle Cluster Ready Services as the clusterware; third party clusterware is not supported, AND customers must use Automatic Storage Management to manage all data. Oracle Standard Edition One may only be licensed on servers that have a maximum capacity of 2 sockets.

Processor Metric

This metric is mostly used in environments where the software users cannot be easily identified or counted, such as internet-based applications. The Processor metric is also used when it is more cost effective than Named User Plus licenses. All processors where the Oracle programs are installed and/or running must be licensed.

The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2).

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Environments to License

Use of any Oracle software product requires a license from Oracle. In order to maximize the value you receive from your Oracle software, you will want to be sure you are licensed to use it in different environments, such as development, test, production and standby. See illustration #1.

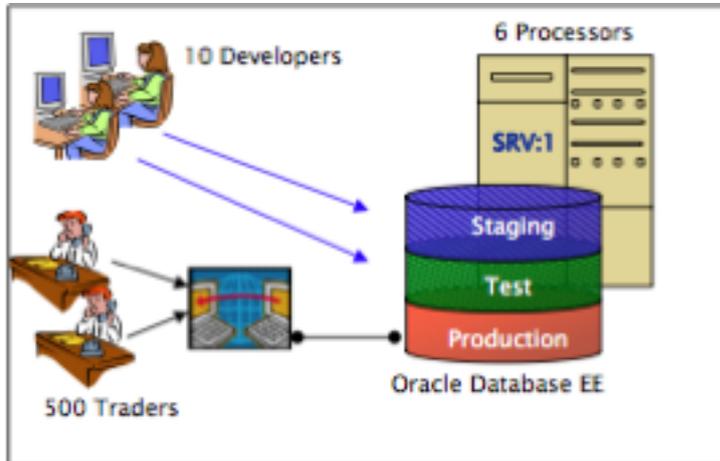


Abb. 1: Multiple Environments on one Server

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Backup/Failover/Standby/Remote Mirroring

Backup – In this method, a copy of the physical database structures of the database is made. When the original data is lost, the backup files can be used to reconstruct the lost information that constitutes the Oracle Database. This backup copy includes important parts of the physical structures such as control files, redo logs and data files. These physical files can be stored on a server, storage array, disk drive(s), or Compact Disc(s). Solutions like Recovery Manager/RMAN (included with Oracle Database EE or SE) and Oracle Secure Backup or operating system utilities are used to create copies of physical files. Oracle permits customers to store a back up copy of the database physical files on storage devices, such as tapes, without purchasing additional licenses. In an event of failure, when the Oracle data is restored from tape or media, and the Oracle Database is installed on the recovery server, licensing is required.

Failover – In this type of recovery, nodes are arranged in a cluster and share one disk array. A Failover cluster is a group of systems, bound together into a common resource pool. In this type of recovery method, the Production node acts as the primary node. When the primary node fails, one of the surviving nodes in the cluster acts as the primary node. Solutions like Oracle Failsafe (included with Oracle Database EE or SE, SE1), or third party vendor solutions (e.g. Veritas, HP Service Guard, HACMP, Linux HA - Heartbeat) are used to manage Failover environments. In this type of environment, Oracle permits licensed Oracle customers to run some Technology Programs on an unlicensed spare computer for up to a total of ten separate days in any given calendar year. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. Any other use requires the environment to be fully licensed. . In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration. Additionally, when licensing options on a failover environment, the options must match the number of licenses of the associated database.

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Standby – In this method, one or more copies of a primary database are maintained on a standby server(s). The sites in a standby configuration may be dispersed geographically and are connected by Oracle Net Services. As the primary database is modified, log information generated by the changes are sent to the standby database(s) and subsequently applied to the standby database. If the primary database fails, a standby database can be activated to be the new primary database. Solutions like Oracle Data Guard (included with Oracle Database EE) or customer-generated scripts can be used. In this environment, both the primary and the standby databases must be fully licensed. Additionally, the same metric must be used to license both databases.

Remote Mirroring - This method involves the mirroring of the storage unit or shared disks arrays. Remotely mirrored storage units may be geographically dispersed and not in the same location as the primary unit, but they share the same disk array. To setup a remote mirroring environment, the Oracle data files, executables, binaries and DLLs are replicated to the mirrored storage unit. Solutions like Veritas Volume Replicator, EMC SRDF, Legato Replistor, and EMS StoreEdge are used to mirror the data stored in on the disk arrays. In this environment, both the primary and the remote mirrored databases must be fully licensed. Additionally, the same metric must be used to license both databases. If the Oracle Database is accessing the data from the primary disk array and it is not accessing the mirrored disk array, but it is installed on the mirrored network storage unit, then both database must be fully licensed and the same metric must be used. If a failure occurs in the primary storage unit and the Oracle Database can no longer access the data from the primary disk array, however it is still installed on the primary unit, and data can only be accessed from the remote mirrored disk array, then both databases must still be fully licensed and the same metric must be used. In this environment, Oracle must be fully licensed at the primary site, and if it is ever installed and/or run at the secondary site, it must also be fully licensed there. Additionally, the same metric (i.e. processor-based, or named user-based) must be used to license both databases.

Partitioning Servers

See the Partitioning document on <http://www.oracle.com/corporate/pricing/specialtopics.html> for detailed information on partitioning.

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Batching, Import/Export of Flat Files and Multiplexing

Batching and multiplexing have become increasingly important as computing environments have grown in size and complexity. Unfortunately, what constitutes batching or multiplexing is not always consistently defined from vendor to vendor, which can be confusing. Given that these two processes have different implications from a licensing perspective, it is important to fully understand what Oracle considers each to be.

Batching

Batching is an activity that allows a group of tasks occurring at different times to be processed all at the same time, while requiring little or no interaction from the user. For most environments, batching is performed to transport data from computer to computer where the database is running.

There are two common methods for batching data into or out of a database:

- **Automatic Batch/Data Feeds:** This method requires no human interaction because batching scripts have been written that automatically uploads the data. See illustration #7.
- **Manual Batch/Data Feeds:** This method is a manual process that requires human interaction because the user enables the execution of the batching scripts. Both Processor and Named User Plus metrics can be used to license environments with batch processing. If licensing a batched environment by Processor, all Processors where the Oracle Database is installed and/or running must be licensed. If licensing a batched environment by Named User Plus, batching data from computer to computer where the database is running, is the only automated process permitted. In addition, in a manual batched environment, users who are performing the batch/data feeds are considered actual users and need to be licensed. The number of licenses required is the greater of the licensing minimum or the total number of actual users accessing the Oracle program.

Import/Export of Flat Files

This method requires human interaction and allows importing or exporting of data from flat files (for example, Excel or CSV files) into the Oracle Database using import and export utilities. Both Processor and Named User Plus metrics can be used. If licensing by Processor, all Processors where the Oracle Database is installed and/or running must be licensed. If licensing by Named User Plus, the users who are performing the import/export of flat files are considered actual users and need to be licensed. The number of licenses required is the greater of the licensing minimum or the total number of actual users accessing the Oracle program.

Multiplexing

Multiplexing is when a large number of end users and/or devices access a system via an interface, such as a TP monitor or a web server product, so that the apparent number of users and/or devices accessing the system is much smaller than the actual number of users and/or devices. If Oracle software is part of an environment in which multiplexing hardware or software is used, then all users and/or devices must be licensed at the multiplexing front end.

License Types

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A license type determines how Oracle software can be used. The standard license type offered by Oracle is a Full Use license. A Full Use license allows the end user to use the software for development, testing, production, and fail-over use.

Oracle Partners may offer Full Use licenses, Application Specific Full Use licenses and/or Embedded licenses.

Application Specific Full Use

An Application Specific Full Use (ASFU) license is a restricted type of license sold by an Oracle partner in conjunction with a single, defined commercially available application package. The ASFU allows the end user to use the Oracle software solely in conjunction with the partner's defined application for development, testing, production, and fail-over use and cannot be modified for use with any other applications.

If the Oracle partner resells its application package with ASFU licenses, the end user, by paying the appropriate license fee, can upgrade to a Full Use Oracle license to run the partner's application instead of the ASFU licenses.

Embedded Software License

An Embedded Software License (ESL) is a restricted type of license sold by an Oracle partner when the Oracle software is embedded in the solution provider's application package. Embedded licenses may be used by the end user only to execute the partner's single, defined, commercially available application program. Embedded Software Licenses may not be used with more than one application package.

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