



794,363,365

**Common Stock, \$0.01 par value
AMENDED AND RESTATED
2000 LONG-TERM EQUITY INCENTIVE PLAN**

February 1, 2018

Oracle Corporation, a Delaware corporation (“Oracle”), hereby offers 794,363,365 shares of common stock, \$0.01 par value, to its employees, officers, directors who are also employees or consultants, independent consultants and advisers of Oracle (or of any parent, subsidiary or affiliate of Oracle) pursuant to the terms and conditions of the Oracle Corporation Amended and Restated 2000 Long-Term Equity Incentive Plan (the “Plan”), as described herein.

THIS DOCUMENT CONSTITUTES PART OF A PROSPECTUS COVERING SECURITIES THAT HAVE BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”).

NEITHER THE SECURITIES AND EXCHANGE COMMISSION NOR ANY STATE SECURITIES COMMISSION HAS APPROVED OR DISAPPROVED OF THESE SECURITIES OR PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

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INTRODUCTION

Oracle is hereby offering 794,363,365 shares of its common stock, \$0.01 par value per share, issuable in connection with the award of stock options, restricted stock units, stock appreciation rights, stock purchase rights and other long-term stock or performance awards (collectively, "Awards") under the Plan. These shares of common stock have been registered under the 1933 Act under a special form of registration statement applicable to employee benefit plans (the "Registration Statements") filed with the Securities and Exchange Commission (the "SEC").

The purpose of this Prospectus is to summarize the major features of the Plan and to answer frequently asked questions about the Plan. In the event of inconsistency between this summary and the actual provisions of the Plan document and/or your option grant agreement, the provisions in the Plan document and/or your option grant agreement will control. Furthermore, the description of the Plan contained herein is qualified in its entirety by reference to the full text of the Plan. A copy of the Plan is attached to this Prospectus as Appendix A.

This Prospectus is not intended to provide a comprehensive analysis of any particular tax situation, nor should it be substituted for expert advice from a personal tax or financial advisor. We strongly encourage you to consult a tax advisor before exercising an option or disposing of any shares of Oracle's common stock acquired under the Plan.

Additional information about the Plan and its administrators may be obtained by contacting Employee Stock Services, care of Delphi Asset Management Corporation, at 5525 Kietzke Lane, Suite 200, Reno, Nevada 89511; telephone: (775) 657-4899; email: stock_us@oracle.com.

QUESTIONS AND ANSWERS ABOUT THE PLAN

OVERVIEW

1. What is the purpose of the Plan?

The Plan was established as a compensatory plan to enable us to provide incentives to individuals whose present and potential contributions are important to our continued success, to afford such persons an opportunity to acquire a proprietary interest in Oracle and to enable us to continue to enlist and retain the best available talent for the successful conduct of our business. We anticipate that these purposes will be accomplished in part through the granting of Awards to eligible participants.

2. What is the history of the Plan?

The Plan was originally adopted by our Board of Directors (the "Board") on July 17, 2000 and was approved by our stockholders at the Annual Meeting of Stockholders held on October 16, 2000.

The Plan was amended by the Board on July 12, 2004, and the amendments were approved by our stockholders at the Annual Meeting of Stockholders held on October 29, 2004.

We amended the Plan to, among other things, eliminate our ability to reprice options without stockholder approval, to provide the Board with the ability to grant restricted stock awards, to permit us to grant performance-based equity awards intended to qualify for tax deductibility and to eliminate our ability to buyout employees' options with cash or common stock.

The Plan was further amended by the Board on July 12, 2010, and the amended and restated Plan was approved by our stockholders at the Annual Meeting of Stockholders held on October 6, 2010. We amended the Plan to, among other things, extend the termination date of the Plan by 10 years and increase the number of authorized shares of stock that may be issued under the Plan by 388,313,015 shares.

The Plan was further amended by the Board on July 15, 2013, and the amended and restated Plan was approved by our stockholders at the Annual Meeting of Stockholders held on October 31, 2013. We amended the Plan to increase the number of authorized shares of stock that may be issued under the Plan by 305,000,000 shares.

The Plan was further amended by the Compensation Committee of the Board on June 30, 2016 to permit shares to be withheld from an equity award to satisfy tax withholding obligations at a rate of up to the maximum statutory tax rate. This amendment did not require stockholder approval.

The Plan was most recently amended by the Board on August 1, 2017, and the amended and restated Plan was approved by our stockholders at the Annual Meeting of Stockholders held on November 15, 2017. We amended the Plan to, among other things, increase the number of authorized shares of stock that may be issued under the Plan by 330,000,000 shares.

As of the date of this Prospectus, 647,863,939 shares of common stock had been issued pursuant to Awards under the Plan, approximately 395,293,376 shares of common stock were reserved for issuance pursuant to outstanding Awards and approximately 399,069,990 shares of common stock were available for future Awards. Awards under the Plan may be made by the Board or a committee designated by the Board until the date of our Annual Meeting of Stockholders to be held in 2020.

3. Who is eligible to participate in the Plan?

Employees, officers, directors who are also employees or consultants, independent consultants and advisers of Oracle or of any parent, subsidiary or affiliate of Oracle ("Participants") are eligible to receive Awards under the Plan (provided that consultants and advisers must provide bona fide services not in connection with the offer or sale of securities in a capital-raising transaction). As discussed below under "Plan Administration," our Board, or one or more committees designated by the Board to administer the Plan determines which Participants will receive Awards. In addition, in connection with an acquisition or similar transactions, we may assume under the Plan existing options granted by other companies or grant substitute options under the Plan.

4. What types of Awards may be made under the Plan?

Stock options, restricted stock units, stock appreciation rights, stock purchase rights and other long-term stock or performance awards may be awarded under the Plan and each are referred to as an “Award” in this Prospectus. A Participant may receive more than one Award under the Plan. Each type of Award is described in more detail below and in the Plan.

We do not presently intend to make any Awards of stock appreciation rights or stock purchase rights and consequently the discussions in this Prospectus of such Awards is abbreviated. In the event we do decide to issue Awards of stock appreciation rights or stock purchase rights, a supplement or amendment to this Prospectus will be provided in connection with those Awards.

STOCK OPTIONS

5. What kinds of stock options can be awarded under the Plan?

We can award two kinds of stock options under the Plan: (1) non-qualified stock options (“NQSOs”) and incentive stock options (“ISOs”). We currently do not grant ISOs and have no present intention to grant them. Consequently, the discussion of stock options in this Prospectus relate to grants of NQSOs, unless specifically indicated otherwise. In the event we do decide to issue ISOs, a supplement to this Prospectus will be provided in connection with those Awards.

6. What documents will I receive if I am granted a stock option under the Plan?

Shortly after your stock option is approved by the Compensation Committee or Plan Committee (as further described below in Question 19), we will issue you an agreement (an “Option Grant Agreement”) which will set forth the terms of your stock option grant. **Your Option Grant Agreement is an important document and you should read it and keep it in a safe place.**

You will receive your Option Grant Agreement either electronically in an account which is established for you with Oracle’s online Plan broker, currently Fidelity Stock Plan Services (“Fidelity”), or in paper format, as required by local legal restrictions in some locations outside the U.S. You will also receive email instructions from Fidelity on how to access your Option Grant Agreement and how to accept your grant. We will also make other documents related to the Plan (including but not limited to this Prospectus) available to you through Fidelity’s system and on Oracle’s website (presently at: <http://my.oracle.com/site/hr/RegionalSites/U.S./usbenefits/equity/index.html>). Upon request, we will send you a hard copy of the other documents relating to the Plan.

Please note that you must accept your stock option grant if you wish to realize any benefit from your Award. Consequently, you must review and accept your Option Grant Agreement before you will be able to exercise any vested shares. For most Participants, acceptance will be done electronically in your account with Fidelity but this may vary depending on where you reside. Some Participants will be required to sign and return paper Option Grant Agreements, as required by local legal restrictions for Participants residing in certain locations outside of the U.S. These

Option Grant Agreements will be delivered to you either by email, local HR or mail. As part of the acceptance of your grant, you must acknowledge that you agree to be bound by the terms set forth in the Plan and your Option Grant Agreement.

7. Is there a limit to the number or size of stock options I can receive?

You may hold more than one option grant. However, no Participant may receive options and stock appreciation rights to acquire in the aggregate more than 25,000,000 shares of common stock in any year. Subject to these restrictions, the committee that approves your grant has the discretion to determine the number and size of stock options awarded to you under the Plan.

8. When can I exercise stock options awarded under the Plan?

Generally, options may be exercised only after they have become vested and before they expire. The vesting schedule of each option awarded under the Plan is determined by the Compensation Committee in its discretion. The vesting provisions applicable to your option grant will be described in your Option Grant Agreement. Options granted under the Plan typically will vest and thereby become exercisable in four equal annual installments commencing one year after the date of grant, subject to local legal restrictions for Participants residing outside of the United States. Please note that continued vesting is subject to your continuous service with Oracle throughout the vesting period. Please refer to Questions 26 and 27 below for additional details.

Before exercising a vested stock option, please refer to Question 25 below regarding compliance with our Insider Trading Policy and the related “No Trading” periods.

9. How long do I have to exercise options awarded under the Plan?

The Compensation Committee determines the terms of the options granted under the Plan and each Option Grant Agreement specifies the date on which the option terminates. Generally, options granted under the Plan will expire ten years after the date of grant and thereafter, the option will no longer be exercisable. However, the Compensation Committee may specify a term shorter than 10 years and special restrictions also may apply to Participants who are residents of foreign countries. Please refer to the terms set forth in your Option Grant Agreement to determine the expiration date for your options.

10. How is the exercise price of options determined?

The exercise price for your stock option will be stated in the Option Grant Agreement and will generally be the Fair Market Value (as defined in the Plan) on the date of grant, which is determined by using the closing sale price of Oracle’s common stock on the New York Stock Exchange. The exercise price of an option granted to an employee cannot have an exercise price that is less than the Fair Market Value of the shares on the date of grant but it can have a higher price. Options granted in connection with Oracle’s assumption or replacement of options issued by another company and options granted under certain international sub-plans may have a different exercise price.

11. How do I exercise my options?

Provided you are in compliance with our Insider Trading Policy (see Question 25 below), you may exercise an option through your account at Fidelity. After logging on to your Fidelity account (presently at www.netbenefits.com), you must accept the terms of your exercise electronically and determine which method you want to use to cover the exercise price and the tax due, if applicable. As of the date of this Prospectus, Fidelity will allow you to do one of the following:

- (1) Exercise and Hold: Using this method, you exercise your stock option and hold the shares of common stock acquired upon exercise. If you choose to use this method, you won't be selling any shares and you will need to pay your exercise price and taxes due (if applicable) with funds available in your Fidelity account. Consequently, you will need to make cash available in your Fidelity account prior to exercising your options or have sufficient margin to borrow against. After settlement, you will hold shares of Oracle common stock in your Fidelity account.
- (2) Exercise and Sell (also referred to as a "cashless sell all" arrangement): Using this method, you exercise your stock option and sell all of the Oracle common stock underlying the option. Part of the proceeds from the sale are used to pay the exercise price and taxes due (if applicable). Consequently, you do not need to make cash available in your Fidelity account in order to exercise your options using this method. After settlement, you will have cash proceeds from the sale in your Fidelity account.
- (3) Sell to Cover: Using this method, you exercise your stock option and sell only a portion of the Oracle common stock underlying the option and the proceeds from the partial sale are used to cover the exercise price and taxes due (if applicable). Consequently, you do not need to make cash available in your Fidelity account in order to exercise your options using this method. After settlement, you will hold the remaining portion of shares of Oracle common stock in your Fidelity account.

The amount of income recognized as a result of exercises under each method is discussed in Question 38 below.

Please note that special restrictions regarding the method of exercise may apply to Participants who are residents of foreign countries. You should review the terms of your Option Grant Agreement for additional details regarding the method of exercise permitted in your country of residence.

RESTRICTED STOCK UNITS

12. What are restricted stock units and performance stock units?

A Restricted Stock Unit (also called an "RSU") is the right to receive shares of common stock on a future date once certain vesting conditions (which may be time and/or performance

conditions) are met. RSUs with performance conditions are referred to as Performance Stock Units (or “PSUs”).

13. Do I have to exercise an RSU or a PSU?

No, shares underlying an RSU or PSU are automatically issued following the date the applicable time and/or performance conditions are met. Generally there is no exercise or purchase cost to you to acquire the shares at the time the RSU or PSU award vests and the resulting shares are released to you. However, please be aware that taxes may be owed by you and/or withheld by your employing entity in connection with the vesting and settlement of the RSU or PSU. Please see Question 40 below for further information regarding the tax consequences of RSUs.

14. When will my RSUs and PSUs become vested?

The vesting schedule of each RSU and PSU awarded under the Plan is determined by the Compensation Committee in its discretion. The vesting provisions applicable to your RSU and PSU grant will be described in your RSU or PSU Agreement (as described below). Please note that continued vesting is subject to your continuous service with Oracle throughout the vesting period and in the case of PSUs, your service through the date the Compensation Committee certifies performance. Generally if your employment with Oracle terminates, your unvested RSUs and PSUs will terminate (see Questions 26 and 27 below).

15. What documents will I receive if I am granted an RSU or PSU under the Plan?

Shortly after your RSU or PSU is approved by the Compensation Committee or Plan Committee (as further described below in Question 19), we will issue you a Stock Unit Award Agreement (an “RSU Agreement”) or a Performance Unit Award Agreement (a “PSU Agreement”) which will set forth the terms of your grant. Your RSU Agreement and PSU Agreement are important documents and you should read and keep them in a safe place. You will receive your RSU Agreement or PSU Agreement either electronically in an account which is established for you with Oracle’s online Plan broker, currently Fidelity, or in paper format, as required by local legal restrictions in some locations outside the U.S. You will also receive email instructions from Fidelity on how to access your RSU Agreement or PSU Agreement and how to accept your grant. We will also make other documents related to the Plan (including but not limited to this Prospectus) available to you through Fidelity’s system and on Oracle’s website. Upon request, we will send you a hard copy of the other documents relating to the Plan.

Please note that you must accept your grant if you wish to realize any benefit from your RSU or PSU. Consequently, you must review and accept your RSU Agreement or PSU Agreement before you will be able to receive any vested shares in settlement of your award. For most Participants, acceptance will be done electronically in your account with Fidelity but this may vary depending on where you reside. Some Participants will be required to sign and return paper RSU Agreements or PSU Agreements, as required by local legal restrictions for Participants residing in certain locations outside of the U.S. These Agreements will be delivered to you either by email, local HR or mail. As part of the acceptance of your grant, you must acknowledge that you agree to be bound by the terms set forth in the Plan and your RSU Agreement or PSU Agreement.

16. Is there a limit to the number of RSUs or PSUs I can receive?

You may hold more than one RSU or PSU award. However, no Participant may receive RSUs and PSUs for more than 10,000,000 shares of common stock in any year under the Plan. Each share awarded under the Plan as an RSU or PSU counts against the Plan's share reserve as 2.5 shares. In contrast, each share awarded under the Plan as a stock option or stock appreciation right counts against the share reserve as 1 share. Subject to these restrictions, the committee that approves your grant has the discretion to determine the number and size of RSUs and PSUs awarded to you under the Plan.

OTHER AWARDS

17. What are stock appreciation rights ("SARs")?

A SAR is a right that, when exercised, entitles the Participant to receive from Oracle a payment (in cash and/or common stock) that generally is equal to the excess of the fair market value of the shares covered by the SAR over the aggregate exercise price of the SAR. A SAR may be freestanding or issued in connection with a specifically designated stock option or portion thereof. More detailed questions and answers may be provided if we grant these types of Awards to employees in the future.

18. What are stock purchase rights ("SPRs") and other Long-Term Stock Awards ("LTSAs")?

SPRs are rights to purchase common stock that are awarded by Oracle on terms specified by the Compensation Committee. SPRs may be awarded alone, in addition to or in tandem with other Awards made under the Plan. Oracle would have the right to repurchase the shares a Participant would have purchased pursuant to an SPR, at the original purchase price, upon termination of the Participant's employment or other association with Oracle for any reason, including death or disability (the "Repurchase Option"). The Repurchase Option would lapse at a rate determined by the Compensation Committee. More detailed questions and answers may be provided if we grant these types of Awards to employees in the future.

In addition to RSUs and PSUs, a Long-Term Stock Award may include stock bonus (*i.e.*, restricted stock) awards. A stock bonus is an award of shares of common stock that is subject to time and/or performance vesting restrictions, meaning the shares would be forfeited if the vesting conditions are not met. The earned portion of an LTSA (including an RSU) may be paid in the form of cash, whole shares of common stock or a combination of the two and may be paid in a lump sum or in installments, all as determined by the Compensation Committee. LTSAs may be granted either alone or in addition to other Awards granted under the Plan. More detailed questions and answers may be provided if we grant these types of Awards (in addition to RSUs and PSUs) to employees in the future.

PLAN ADMINISTRATION

19. How is the Plan administered?

The Plan provides that it may be administered by the Board or one or more committees designated by the Board. The Board has designated the Compensation Committee and a Plan Committee to administer the Plan.

Subject to the terms of the Plan, the Compensation Committee generally determines who will receive Awards under the Plan and all of the terms and conditions of such Awards, including the number of shares subject to any Award, the exercise or purchase price (if applicable), the date of grant, the expiration date, the terms and conditions of exercisability, if applicable, the forms of agreements to be used under any Award, and the terms of payment of any Award (whether cash, stock or both and whether current or deferred). The members of the Compensation Committee do not receive separate compensation for administering the Plan other than their retainer and compensation for attending Board and committee meetings. Oracle bears all expenses associated with administering the Plan and has agreed to indemnify members of the Compensation Committee in connection with their administration of the Plan.

Subject to the terms of the Plan, a separate Plan Committee may grant a limited number of stock options to employees who are not executive officers of Oracle.

20. Who serves on the Board?

You may find information about the members of the Board in our proxy statement filed each year with the SEC and available on our website at <http://investor.oracle.com/financial-reporting/proxy-and-electronic-delivery/default.aspx>. We also maintain information concerning our current Board members on our website at <https://www.oracle.com/corporate/executives/board-of-directors.html>. Each director is a stockholder of Oracle. Other than as disclosed in this Prospectus (including disclosures in material incorporated herein by reference), the independent directors on the Board have no material relationships with Oracle, its employees or its affiliates.

21. Who serves on the Compensation Committee and the Plan Committee?

Information concerning the membership of the Compensation Committee can be found in our proxy statement on our website at <http://investor.oracle.com/financial-reporting/proxy-and-electronic-delivery/default.aspx>. The Compensation Committee is responsible for administering the Plan. None of the members of the Compensation Committee are eligible for Awards under the Plan, although they are eligible for equity grants under the Amended and Restated 1993 Directors' Stock Option Plan. Other than as disclosed in this Prospectus (including disclosures in material incorporated herein by reference), members of the Compensation Committee have no material relationships with Oracle, its employees or its affiliates.

A separate Plan Committee is authorized to grant a limited number of stock options or RSUs to non-executive employees of Oracle. The Plan Committee currently consists of the following four officers of Oracle: Safra A. Catz, Mark V. Hurd, Lawrence J. Ellison and Thomas

Kurian. Each member of the Plan Committee is authorized to grant equity under the Plan, subject to the limitations set by the Board and the Compensation Committee (as such limits may change from time to time) to employees below the Executive Vice President level within his or her reporting chain. No member of the Plan Committee may designate himself or herself as a recipient of any equity awards.

22. How are members of the Board and the Compensation Committee selected?

The members of the Board are elected each year at our Annual Meeting of Stockholders and serve until the next annual meeting or until their successors are elected and qualified or until their earlier death, resignation or removal. The stockholders may remove members of the Board from office by following certain procedures set forth in our Bylaws and applicable corporate law. Members of Board committees, including the Compensation Committee, are appointed by the Board and serve at the Board's discretion.

23. How are disputes concerning the Plan resolved?

Subject to the provisions of the Plan, the Compensation Committee has authority to construe and interpret any of the provisions of the Plan or any Awards made thereunder. Such interpretations are binding on Oracle and on all Participants. Members of the Compensation Committee can be contacted by writing to them at the principal executive offices of Oracle, c/o the Corporate Secretary of Oracle. See "Availability of Additional Information" below.

24. Can the Board change the Plan?

The Board may terminate or amend the Plan in any respect, provided that it may not, without stockholder approval, amend the Plan in any manner that requires such stockholder approval pursuant to the Internal Revenue Code of 1986, as amended, and the regulations thereunder, the Exchange Act and the regulations thereunder (including Rule 16b-3), or other applicable laws or requirements of any exchange or market system on which the common stock is traded. Currently, this means that the Board must have stockholder approval to, among other things, increase the number of shares available under the Plan, change the class of persons eligible to receive Awards under the Plan or make an amendment that materially increases the benefits accruing to Participants under the Plan. The Board may modify, extend or renew existing Awards and substitute new Awards therefore, provided that no amendment of an Award or of the Plan can adversely affect any outstanding Award without the Participant's written consent. The Board may not reprice options without stockholder approval.

TERMS APPLICABLE TO ALL AWARDS

25. If I am aware of important nonpublic information or subject to "No Trading" periods under Oracle's Insider Trading Policy, are there restrictions on when I can exercise my stock options or sell my vested shares?

Yes. Our Insider Trading Policy (and Federal securities laws) prohibit you from trading in securities if you are aware of material "inside information" at the time you want to trade and that

information has not been made public. Consequently, if you are aware of material inside information regarding Oracle, you must not exercise your stock options in a market transaction or sell shares of our common stock, regardless of whether you received the shares pursuant to a vested RSU, PSU or otherwise, before this information has been disseminated to the public.

Material “inside information” is information that is not available to the general public and that could affect an investor’s decision about buying, holding or selling the securities. Such information may be positive or negative and may include, but is not limited to, nonpublic information concerning earnings (*e.g.*, revenues, operating profits, as well as net income and earnings per share), a proposed merger or acquisition, significant financing transactions, changes in financial circumstances such as significant write-offs, a major new product or service, key management changes, an intended offering of securities, potential litigation or other legal proceedings, or a significant change in the status of litigation or proceedings.

Even if you do not have material inside information, you may not exercise your stock options or sell shares of our common stock if we are in a “No Trading” period that you are subject to under our Insider Trading Policy. The “No Trading” period for certain employees extends from the 15th day of the last month of each fiscal quarter until one full trading day after our earnings report for the quarter has been released. For example, if we issue a quarterly earnings press release at the close of the market on a Thursday, you may not exercise an option until the following Monday.

Please note that Oracle’s Insider Trading Policy permits you to exercise your stock options at any time (including during a “No Trading” period) if you use the “Exercise and Hold” method described in Question 11 above because there is no market transaction in this method of exercise. However, you may not sell the shares you receive in such an exercise until you no longer possess material inside information and the “No Trading” period has ended.

Please review Oracle’s Insider Trading Policy on our Oracle Legal website prior to exercising your stock options or selling your shares for a more complete discussion of these restrictions.

If you are an executive officer or director of Oracle Corporation, you must comply with additional trading restrictions. Please refer to the section “Special Considerations for Officers, Directors and 10% Stockholders” below.

Please refer to Question 31 below regarding possible resale restrictions prior to selling the shares you acquired upon exercise of your stock options or upon vesting of your RSUs.

26. What happens to my Awards if my employment with Oracle terminates (other than due to my disability or death)?

As it relates to RSUs and PSUs, if your relationship with Oracle (or a parent or subsidiary) is terminated for any reason, your unvested RSUs and PSUs will be forfeited.

As it relates to stock options, if your relationship with Oracle (or a parent or subsidiary) is terminated for any reason other than your death or disability, you will have the right to exercise

your vested options at any time within three months after the date of your termination (or for any shorter period specified in your Option Grant Agreement). However, if the original expiration date for your option is earlier than three months after your termination, your option will continue to expire on the original date. Any options that are unvested at the time of your termination will be forfeited. If you are subject to Section 16 of the Securities Exchange Act of 1934, as amended (the “Exchange Act”), the three month period following your termination will be extended by the number of days equal to Oracle’s “No Trading” period under Oracle’s Insider Trading Policy during which you were prohibited from trading in Oracle securities.

If you are entitled to a notice period mandated under local law, such as a period of “garden leave” or similar period, or your employment agreement provides for a non-working notice period, the date of your termination will not be extended to cover that period. For example, if your last day of service with Oracle is January 1st and your garden leave ends on June 30th, all of your Awards will cease to vest on January 1st and you will have until March 31st to exercise any vested options.

27. What happens to my Awards if I die or my employment with Oracle terminates due to my disability?

As it relates to PSUs, if your relationship with Oracle (or a parent or subsidiary) is terminated for any reason, including due to your death or disability, your unvested PSUs will be forfeited.

As it relates to RSUs, if your relationship with Oracle is terminated due to your death, your RSU shares will vest to the extent (and only to the extent) that they would have vested on the first vesting date occurring after your death.

As it relates to stock options, if your relationship with Oracle is terminated because of your disability, or if you die within three months of your date of termination, you (or your legal representative) will have twelve months after the termination date (or any shorter period specified in your Option Grant Agreement) to exercise your vested options. However, if the original expiration date for your option is earlier than twelve months after your termination or death, your option will continue to expire on the original date. Any options that are unvested at the time of your termination or death will be forfeited.

If your relationship with Oracle is terminated because of your death, your legal representative will have twelve months (or any shorter period specified in your Option Grant Agreement) to exercise your option. However, if the original expiration date for your option is earlier than twelve months after your death, your option will continue to expire on the original date. Your option may be exercised to the extent that it would have become exercisable by the second scheduled vesting date after your death. Any options that would have become exercisable after your second scheduled vesting date after your death will be forfeited.

28. Can I transfer my Awards?

Unless otherwise specified in your Option Grant Agreement, RSU Agreement or PSU Agreement, no equity granted under the Plan may be transferred or assigned by you except by will or the laws of descent and distribution.

If you reside in the United States at the time of a stock option grant, your Option Grant Agreement may permit you to transfer the vested portion of NQSOs for no consideration, but generally only in limited circumstances to “immediate family members”, including to a trust for the benefit of your immediate family. “Immediate family member” is defined to mean a spouse, qualified same-sex domestic partner, parents, children, stepchildren, adoptive relationships, sisters, brothers and grandchildren. Provision will also be made, on a case by case basis, for the transfer of stock options in the context of a divorce.

However, even if you have transferred an option in compliance with the foregoing limits, you should be aware that all restrictions and limitations applicable to a particular option, such as early expiration of the option in the event you leave Oracle and compliance with our Insider Trading Policy, will continue to apply as if you still held the option. Notwithstanding that you may have transferred the economic benefits and dispositive control of the option to a family member, you will continue to be treated as the holder of the option for purposes of Oracle’s record keeping and for other purposes including the right to consent to amendments to the Option Grant Agreement (subject to any necessary direction of the transferee). You will be required to exercise the transferred option upon the direction and arrangement of payment by such transferee and will be required to forward all information we provide with respect to the option to the transferee (including but not limited to any documents required under the U.S. securities laws, such as this Prospectus).

You should be aware that, except in the case of a transfer pursuant to a divorce, you (or possibly your estate if you are no longer living) will continue to be liable for any taxes incurred in connection with the exercise of the option, which will be reported on your Form W-2 or earnings statement for the calendar year in which the exercise of the option occurs. Please see Question 39 below.

Please note the mechanics of effecting a valid stock option transfer will vary depending upon the circumstances and you will need to work with Employee Stock Services and Oracle’s Legal Department to effectively transfer your options. **YOU SHOULD ALSO CONSULT YOUR OWN TAX AND LEGAL ADVISORS WITH RESPECT TO ANY PLANNED TRANSFERS TO DETERMINE HOW TO PROPERLY TRANSFER YOUR NQSO OPTIONS IN YOUR PARTICULAR CIRCUMSTANCES.** Oracle will not be liable for any tax or other consequences of an invalid transfer.

29. I reside outside of the United States or am considering moving with Oracle to a foreign country. Are there any special provisions that apply to equity awarded to me?

The answer depends on which country you reside in or are moving to. The Compensation Committee may amend the Plan and/or adopt sub-plans (which may take precedence over certain other provisions of the Plan), subordinate arrangements, policies and programs to enable the Plan to achieve its stated purposes in other countries and to comply with local rules and regulations.

If you reside in a country other than the United States or you move countries after receiving an Award, **you are strongly encouraged to (1) read the country-specific provisions**

of your Option Grant Agreement or RSU Agreement that apply to you, and (2) seek expert advice from a tax or financial advisor regarding the tax consequences to you. The country-specific provisions will typically be included as Exhibit A to your Option Grant Agreement and RSU Agreement, and they include additional terms and conditions of your award. These terms supplement or replace certain terms that apply to Participants residing in the United States. You may also obtain a copy of the country-specific provisions on Oracle's website, presently at <http://my.oracle.com/site/hr/RegionalSites/U.S./usbenefits/equity/index.html>, or by contacting Employee Stock Services, care of Delphi Asset Management Corporation, at 5525 Kietzke Lane, Suite 200, Reno, Nevada 89511; telephone: (775) 657-4899; email: stock_us@oracle.com.

30. Do I have any rights of a stockholder with respect to my Awards under the Plan?

Generally, you have no rights of a stockholder (*e.g.*, voting or dividend rights) with respect to the shares of common stock issuable pursuant to an Award under the Plan until shares are issued to you. However, all Participants in the Plan will receive electronic copies of our proxy statements and other materials we send to our stockholders, whether or not they have acquired shares under the Plan.

If shares are issued to you in settlement of your Award, you will receive shares of Oracle common stock. Our common stock presently trades on the New York Stock Exchange under the symbol "ORCL". Holders of our common stock are entitled to vote on matters submitted to our stockholders and subject to certain limitations, are entitled to receive dividends when declared by the Board from time to time.

The above description of our common stock is merely a summary and is qualified in its entirety by the information contained in the Registration Statements or incorporated therein by reference (see "Availability of Additional Information" at the end of this document), including but not limited to the description of our common stock included in our registration statement on pages 101 through 102 of Form S-4, as amended (Reg. No. 333-129139), filed with the SEC on December 29, 2005, including any amendments or reports filed for the purpose of updating such descriptions.

31. Are there any restrictions on the resale of shares I purchase or receive under the Plan?

We have filed registration statements with the SEC with respect to the shares issuable under the Plan. The registration statements satisfy most federal securities law requirements with respect to resales of such shares. However, the shares may be subject to resale restrictions imposed by securities laws in the states or countries where you and your purchaser live. (Presently, there are no restrictions imposed by California law.) In addition, there may be tax consequences associated with the resale or other disposition of the shares. See "Tax Information and ERISA," below.

If you are an executive officer or director of Oracle Corporation, you must comply with additional trading restrictions. Please refer to the section "Special Considerations for Officers, Directors and 10% Stockholders" below.

PLEASE NOTE: You must comply with SEC rules such as Rule 10b-5, which prohibit, among other things, trading in securities based on material non-public information, or material “inside information.” Please review Oracle’s Insider Trading Policy and the response to Question 25 above prior to selling your shares.

32. What happens to shares reserved for Awards that expire unexercised or unvested?

Once an Award is made, the number of shares available under the Plan is reduced by the amount granted. If an Award, such as SAR or LTSA, vests and is settled in cash, the shares underlying the original Award will return to the Plan and may be granted again. Additionally, Awards which terminate, expire or are forfeited are returned to the Plan and may be granted again. For example, shares are forfeited when a stock option expires unexercised or an unvested RSU terminates. However, shares are not forfeited if they are used to pay the exercise price of a stock option or are withheld to cover the related tax upon exercise or release.

33. Is a grant of an Award under the Plan a guarantee of continued employment by Oracle?

No. Neither the Plan nor any Award under the Plan imposes any obligation upon you or Oracle to continue your relationship with us. Nothing in the Plan or any Award will limit in any way the right of Oracle to terminate your employment or consulting relationship at any time, with or without cause.

34. What happens to my Awards during an unpaid leave of absence?

Generally, any vesting of an Award will be suspended during an unpaid leave of absence.

35. Will my Awards be adjusted for future changes in Oracle’s capitalization?

No adjustments will be made to the number of shares subject to your Awards (or the exercise or purchase prices thereof, if applicable) if we issue additional securities to raise capital. However, if there is a stock split, stock dividend or similar change in our capital structure with respect to the common stock without receipt of consideration by us, the number of shares subject to your Awards (and the exercise or purchase prices thereof, if applicable) will be adjusted accordingly, and the number of shares reserved under the Plan also will be proportionately adjusted, subject to any required action by the Board or our stockholders. Fractional shares will be ignored in any such adjustments.

36. How will my Awards be affected if Oracle is acquired by another company?

In general, unless otherwise provided for in your Option Award Agreement, RSU Agreement or a sub-plan to the Plan and unless the successor corporation assumes the Awards or substitutes substantially equivalent rights, in the event of a Change of Control (as defined in the Plan) of Oracle Corporation:

- your outstanding RSUs will accelerate and become fully vested;

- your outstanding stock options, SARs and SPRs will accelerate and become exercisable in full; and
- all Repurchase Options of Oracle will terminate.

The foregoing will occur prior to the consummation of the Change of Control and all outstanding Awards will then terminate at such times and on such conditions as the Compensation Committee determines.

If the successor corporation in a Change of Control of Oracle Corporation assumes the Awards or substitutes substantially equivalent rights, your Awards will remain outstanding on substantially the same terms as your original award. However, if your employment with the successor corporation is terminated by that corporation, without cause and within twelve months of the Change of Control, the vesting of your Award will accelerate in full upon your termination.

37. How can I get additional information about the Plan and my Awards?

These questions and answers are simply a guide to the principal provisions of the Plan and are qualified in their entirety by the wording of the Plan. A copy of the Plan is attached to this Prospectus as Appendix A. To ask any specific questions you may have regarding the Plan and your individual Awards, you may contact Employee Stock Services, care of Delphi Asset Management Corporation, at 5525 Kietzke Lane, Suite 200, Reno, Nevada 89511; telephone: (775) 657-4899; email: stock_us@oracle.com.

Please refer to “Availability of Additional Information” below regarding additional information about Oracle.

U.S. FEDERAL TAX INFORMATION AND ERISA

THE FOLLOWING DESCRIPTION OF UNITED STATES FEDERAL INCOME TAX CONSEQUENCES IS BASED UPON EXISTING STATUTES, REGULATIONS AND INTERPRETATIONS AS OF THE DATE OF THIS DOCUMENT. BECAUSE THE CURRENTLY APPLICABLE RULES ARE COMPLEX AND THE TAX LAWS MAY CHANGE AND BECAUSE INCOME TAX CONSEQUENCES MAY VARY DEPENDING UPON THE PARTICULAR CIRCUMSTANCES OF EACH PARTICIPANT, **EACH PARTICIPANT SHOULD CONSULT HIS OR HER OWN TAX ADVISOR CONCERNING FEDERAL (AND ANY STATE AND LOCAL) INCOME TAX CONSEQUENCES.** THE FOLLOWING DISCUSSION DOES NOT PURPORT TO DESCRIBE STATE OR LOCAL INCOME TAX CONSEQUENCES OR TAX CONSEQUENCES FOR PARTICIPANTS IN COUNTRIES OTHER THAN THE UNITED STATES.

38. What will be the U.S. federal tax treatment to me if I receive stock options under the Plan?

For U.S. income tax purposes, options granted under the Plan are NQSOs (non-qualified stock options). Oracle currently does not grant ISOs and consequently a discussion of the tax treatment of ISOs is not provided. In the event we do decide to issue ISOs a supplement to this

Prospectus will be provided in connection with such Awards. The following discussion of the taxation of NQSOs assumes the exercise price of an option equals the fair market value of the stock on the grant date.

You will not recognize any taxable income at the time the options are granted but instead will be taxed at exercise. Your taxation will depend on which exercise method you use (see Question 11 above regarding each of the three available methods).

- If you exercise your options and hold the shares (see Question 11 above – the Exercise and Hold method), you will include in income as compensation an amount equal to the excess of the fair market value of the shares on the exercise date over the option exercise price. The included amount will be treated as ordinary income and, if you are an employee, will be subject to income tax and FICA (Social Security and Medicare) withholding by Oracle, which you must pay by having cash available in your Fidelity account. Upon resale of the shares by you, any subsequent appreciation or depreciation in the value of the shares will be treated as short-term or long-term capital gain or loss depending upon whether or not you held the shares for more than one year following exercise of the option.
- If you exercise your options in a cashless sell-all transaction (see Question 11 above – the Exercise and Sell method), you will include in income an amount equal to the excess of the selling price of the underlying shares over the option exercise price. The included amount will be treated as ordinary income and, if you are an employee, will be subject to income tax and FICA (Social Security and Medicare) withholding by Oracle.
- If you exercise your options and sell to cover (see Question 11 above – the Sell to Cover method), with respect to the shares sold to cover (“Cover Shares”) you will include in income an amount equal to the excess of the selling price of the underlying Cover Shares over the option exercise price. With respect to the remaining shares (“Non-Cover Shares”), you will include in income as compensation an amount equal to the excess of the fair market value of the Non-Cover Shares on the exercise date over the option exercise price. The included amount for both the Cover Shares and the Non-Cover Shares will be treated as ordinary income and, if you are an employee, will be subject to income tax and FICA (Social Security and Medicare) withholding by Oracle. Upon resale of the Non-Cover Shares by you, any subsequent appreciation or depreciation in the value of the Non-Cover Shares will be treated as short-term or long-term capital gain or loss depending upon whether or not you held the shares for more than one year following exercise of the option.

In each case, tax withholding will be transmitted from Fidelity (either as a reduction of the sale proceeds or from the amount you have deposited with Fidelity) to cover your taxes.

If you are an employee, the income recognized upon exercise will be included on your Form W-2 for the year in which the option is exercised (or, if you are a consultant, the income recognized upon exercise generally will be included on your Form 1099-MISC for the year of exercise).

39. What will be the U.S. federal tax treatment to me if I transfer my stock options?

As discussed in Question 28 above, a U.S. Participant may transfer the vested portion of his or her stock options in limited circumstances. The following is a general summary of certain tax consequences associated with the limited transfer of options as gifts. This discussion is based on the Internal Revenue Code of 1986, as amended (the "Code"), its legislative history, Treasury regulations thereunder and administrative and judicial interpretations thereof as of the date hereof, all of which are subject to change, possibly on a retroactive basis. This summary does not discuss all of the tax consequences that may be relevant to you in light of your particular circumstances, nor is it intended to be applicable in all respects to all categories of option holders. **Therefore, we strongly encourage you to consult your own tax advisor with respect to your individual tax consequences resulting from your participation in the Plan.**

Income Tax. Neither you nor the transferee will recognize taxable income at the time of a non-arm's-length transfer of an NQSO as a gift. Generally, upon the subsequent exercise of the NQSO by the transferee, you will recognize ordinary income in an amount equal to the excess of the fair market value of the shares on the date of exercise over the option exercise price and you will be responsible for paying the tax on such ordinary income, including any withholding tax. If, however, the NQSO is transferred to a former spouse pursuant to a qualifying divorce order, it will be your former spouse, rather than you, who recognizes ordinary income in such amount at the time the NQSO is exercised. Upon a subsequent disposition of the shares by the transferee, the transferee will generally recognize short-term or long-term capital gain or loss, with the basis for computing such gain or loss equal to the fair market value of the stock at the time of exercise.

Estate tax, Gift Tax and Generation Skipping Transfer Tax. This summary does not address the tax consequences of a transfer of vested NQSOs under the federal estate tax and the federal gift tax and generation skipping transfer tax. Therefore, you should consult your own tax advisor with respect to your particular situation and circumstances.

40. What will be the U.S. federal tax treatment of RSUs?

If you receive a grant of unvested restricted stock units or RSUs, you will not recognize taxable income at the time of the grant, and we will not be entitled to a deduction at that time. Generally you will recognize ordinary income, and we will be entitled to a corresponding deduction (subject to certain limits such as under Section 162(m) of the Code), equal to the fair market value of the shares at the time the shares are transferred to you in satisfaction of the RSUs that have vested. If you are an employee, this ordinary income will be subject to income tax and FICA (Social Security and Medicare) withholding by Oracle and will be included on your Form W-2 for the year in which the income is recognized. If you are a consultant, the income recognized generally will be included on your Form 1099-MISC.

41. What will be the U.S. federal tax treatment of Awards of SARs, SPRs and other types of LTSAs?

The discussion of the tax treatment of SARs, SPRs and other types of LTSAs is omitted because Oracle does not anticipate granting such Awards in the foreseeable future. In the event we do decide to issue such Awards, a supplement or amendment to this Prospectus will be provided in connection with such Awards.

42. Will Oracle withhold taxes owed with respect to my Awards?

We will withhold, to the extent required by law, all applicable income and employment taxes owed as a result of transactions under the Plan. We may require Participants to pay such tax as a condition of exercise of any option, SAR or SPA, or receipt or settlement of an LTSA. Such taxes may be paid in cash or in shares of common stock of Oracle, in the Compensation Committee's discretion. Oracle may require recipients of RSUs and other types of LTSAs to pay the amounts required to be withheld in a specific manner, such as by net settlement of the award.

43. What will be the U.S. federal tax treatment to Oracle if I exercise my stock options?

Subject to the deduction limits under Section 162(m) of the Code, Oracle will generally be entitled to a deduction in connection with the exercise of an NQSO equal to the amount includible as ordinary income.

44. Is the Plan a Qualified Deferred Compensation Plan or subject to ERISA?

We believe that the Plan is not subject to any of the provisions of the Employee Retirement Income Security Act of 1974 ("ERISA") and is not a qualified plan within the meaning of Section 401(a) of the Code.

**SPECIAL CONSIDERATIONS FOR OFFICERS, DIRECTORS
AND 10% STOCKHOLDERS**

If you are an affiliate of Oracle (*e.g.*, an executive officer, member of the Board of Directors or 10% stockholder), any exercise of stock options, sale of the underlying shares or transfer of your stock options, in each case outside of an approved Rule 10b5-1 trading plan, must be pre-cleared through the General Counsel, who will also verify with the Principal Financial Officer that the proposed transaction can proceed. A request for pre-clearance must be submitted to the General Counsel at least two days in advance of the proposed transaction.

As an affiliate of Oracle, you must also comply with the requirements of Section 16 Exchange Act. The grant of an Oracle stock option, as well as its subsequent exercise, are exempt transactions for purposes of Section 16(b). As a result, you generally may exercise an option and sell the underlying shares in a "same-day-sale" without incurring any short-swing liability under Section 16(b) (assuming no other matching purchases). You will, however, need to report on a

Form 4 all grants of RSUs and stock options, as well as vesting of RSUs/PSUs and exercises of Oracle stock options within two business days.

Furthermore, you may not resell shares under the Registration Statements referred to in Question 31. Your resales must be registered in a separate registration statement filed by us or be effected in accordance with the SEC's Rule 144, which imposes volume limitations on such sales (for public resales), or another available exception under the 1933 Act (for private resales).

Finally, you will need to consider the requirements of Oracle's Insider Trading Policy prior to exercising your stock options or selling shares of Oracle stock. Even if you do not have inside information, you may not exercise your stock options or sell shares of our common stock if we are in a "No Trading" period. The "No Trading" period for executive officers, directors and 10% stockholders extends from 15th day of the last month of each fiscal quarter until one full trading day after our earnings report for the quarter has been released.

For additional details regarding these matters, please consult your Officer Reference Manual. If you have any questions, please contact the General Counsel.

AVAILABILITY OF ADDITIONAL INFORMATION

As a Participant in the Plan, it is important that you understand Oracle, its business, operations, financial condition and risks applicable to it. Like any stockholder of Oracle, you can keep yourself informed about the company by reviewing reports and other documents that we prepare for stockholders and the general public. As a Plan Participant, you will receive proxy statements and other materials that we send to our stockholders, whether or not you have purchased shares of common stock issuable under the Plan. If you become a stockholder, you will be entitled to attend stockholder meetings and to vote in the election of directors and other matters brought before the stockholders.

The U.S. federal securities laws require that we provide information about our business and financial status in annual reports, commonly known as "10-Ks" and quarterly reports, commonly known as "10-Qs." In addition, if certain important corporate events occur during the year, we must file reports commonly known as "8-Ks." We also prepare and file with the SEC a proxy statement in connection with the annual meeting of stockholders. The proxy statement provides further information about Oracle and its officers, directors and major stockholders. From time to time we may also file other documents with the SEC as required by Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act.

All of these documents constitute part of the information that we are required by the U.S. federal securities laws to provide or make available to you in connection with your purchase of common stock under the Plan. The SEC allows us to "incorporate by reference" certain of our publicly filed documents into this Prospectus, which means that information included in those documents is considered part of this Prospectus. Information that we file with the SEC after the effective date of this Prospectus will automatically update and supersede this information. All documents subsequently filed by us pursuant to Section 13(a), 13(c), 14 or 15(d) of the Exchange Act will be deemed to be incorporated by reference in this Prospectus and to be a part hereof

from the date of the filing of such documents, until we file a post-effective amendment, which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold.

All reports and documents referred to above that we file with the SEC are available through the SEC's website at www.sec.gov and are available on our website at investor.oracle.com/financial-reporting/sec-filings/default.aspx.

We will provide to you, upon written or oral request and without charge: (1) a copy of any document incorporated by reference in the Registration Statements (not including exhibits to such document unless such exhibits are specifically incorporated by reference into the information that this document incorporates); (2) a copy of our most recent Annual Report to Stockholders (or such alternative document as Rule 428(b)(2) under the 1933 Act permits); (3) a copy of all reports, proxy statements and other communications distributed to our stockholders generally; and (4) a copy of all documents that constitute a part of the Prospectus required to be delivered to each Plan Participant. Please direct all requests to: Employee Stock Services, care of Delphi Asset Management Corporation, 5525 Kietzke Lane, Suite 200, Reno, Nevada 89511; telephone: (775) 657-4899; email: stock_us@oracle.com.

No person is authorized to give any information or to make any representations other than those contained in this Prospectus in connection with the offering described herein, and, if given or made, such information or representations must not be relied upon. This Prospectus does not constitute an offer of any securities other than those to which it relates, or an offer to sell or a solicitation of an offer to buy any securities in any jurisdiction to any person to whom it is unlawful to make such offer or solicitation in such jurisdiction. Neither the delivery of this Prospectus nor any sales made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of Oracle or its subsidiaries since the date hereof.

**ORACLE CORPORATION AMENDED AND RESTATED
2000 LONG-TERM EQUITY INCENTIVE PLAN
(as of November 15, 2017)**

SECTION 1. Purpose. This Amended and Restated 2000 Long-Term Equity Incentive Plan (“Plan”) is established as a compensatory plan to enable Oracle Corporation (the “Company”) to provide an incentive to eligible employees, officers, independent consultants, directors who are also employees or consultants, and advisers whose present and potential contributions are important to the continued success of the Company; to afford such persons an opportunity to acquire a proprietary interest in the Company; and to enable the Company to continue to enlist and retain in its employ the best available talent for the successful conduct of its business. It is intended that this purpose will be effected through the granting of (a) stock options, (b) stock purchase rights, (c) stock appreciation rights and (d) long-term stock awards.

SECTION 2. Definitions. As used herein, the following definitions shall apply:

- (a) **“Affiliate”** of any person means any entity that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such person, where “control” (including the terms “controlled by” and “under common control with”) means the possession, direct or indirect, of the power to cause the direction of the management and policies of the entity, whether through the ownership of voting securities, by contract or otherwise.
- (b) **“Applicable Laws”** means the legal requirements relating to the administration of stock plans under U.S. state corporate laws, U.S. federal and state securities laws, the Code, any stock exchange or consolidated stock price reporting system on which prices for the Common Stock are quoted at any given time, and the analogous applicable laws of any other country or jurisdiction where Options, Rights or Long-Term Stock Awards or shares of Restricted Stock are granted under the Plan.
- (c) **“Award Document”** any grant notice, agreement or other document between the Company and a Participant evidencing the terms and conditions of an award granted under the Plan.
- (d) **“Board”** means the Board of Directors of the Company.
- (e) **“Change of Control”** shall mean the first to occur of:
 - (i) an individual, corporation, partnership, group, associate or other entity or “person”, as such term is defined in Section 14(d) of the Exchange Act, other than the Company or any employee benefit plan(s) sponsored by the Company, is or becomes the “beneficial owner” (as defined in Rule 13d-3 under the Exchange Act), directly or indirectly, of 50% or more of the combined voting power of the Company’s outstanding securities ordinarily having the right to vote at elections of directors;
 - (ii) individuals who constitute the Board of Directors of the Company on the effective date of the Plan (the “Incumbent Board”) cease for any reason to constitute at least a majority thereof, provided that any Approved Director, as hereinafter defined, shall be, for purposes of this subsection (ii), considered as though such person were a member of the Incumbent Board. An “Approved Director”, for purposes of this subsection (ii), shall mean any person becoming a director subsequent to the effective date of the Plan whose election, or nomination for election by the Company’s stockholders, was approved by a vote of at least three-quarters of the directors comprising the Incumbent Board (either by a specific vote or by approval of the proxy statement of the Company in which such person is named as a nominee of the Company for director), but shall not include any such individual whose initial assumption of office occurs as a result of either an actual or threatened election contest (as such terms are used in Rule 14a-11 of Regulation 14A promulgated under the Exchange Act) or other actual or threatened solicitation of proxies or consents by or on behalf of an individual, corporation, partnership, group, associate or other entity or “person” other than the Board; or
 - (iii) the consummation of (A) a merger or consolidation involving the Company other than with a wholly-owned subsidiary and other than a merger or consolidation that would result in the voting securities of the Company outstanding immediately prior thereto continuing to represent (either by remaining

outstanding or by being converted into voting securities of the surviving entity) more than 65% of the combined voting power of the voting securities of the Company or such surviving entity outstanding immediately after such merger or consolidation, or (B) a sale, exchange or other disposition of all or substantially all of the assets of the Company.

- (f) **“Code”** means the U.S. Internal Revenue Code of 1986, as amended.
- (g) **“Committee”** means the Committee or Committees referred to in Section 5 of the Plan. If at any time no Committee shall be in office, then the functions of the Committee specified in the Plan shall be exercised by the Board.
- (h) **“Common Stock”** or **“Shares”** means the Common Stock, \$.01 par value per share, of the Company.
- (i) **“Company”** means Oracle Corporation, a corporation organized under the laws of the state of Delaware, or any successor corporation.
- (j) **“Covered Employee”** means an individual who is either a “covered employee” or expected by the Committee to be a “covered employee,” in each case within the meaning of Section 162(m)(3) of the Code.
- (k) **“Exchange Act”** means the U.S. Securities Exchange Act of 1934, as amended.
- (l) **“Disability”** means a disability, whether temporary or permanent, partial or total, within the meaning of Section 22(e)(3) of the Code, as determined by the Committee.
- (m) **“Fair Market Value”** means, as of any date, the value of Common Stock determined as follows:
 - (i) if such Common Stock shall then be listed on a national securities exchange (including the New York Stock Exchange), the last reported sale price or, if no such reported sale takes place on any such day, the average of the closing bid and asked prices on the principal national securities exchange (including the New York Stock Exchange) on which the Common Stock is listed or admitted to trading, or
 - (ii) if such Common Stock shall not be listed on the New York Stock Exchange nor listed or admitted to trading on another national securities exchange, then the average of the closing bid and asked prices, as reported by The Wall Street Journal for the over-the-counter market, or
 - (iii) if none of the foregoing is applicable, then the Fair Market Value of a share of Common Stock shall be determined in good faith by the Board of Directors of the Company in its discretion.
- (n) **“Grant”** shall mean an instrument or agreement evidencing an Option, Right or Long-Term Stock Award granted hereunder, in written or electronic form, which may, but need not, be executed or acknowledged by the recipient thereof.
- (o) **“Insider”** means an executive officer or director of the Company or any other person whose transactions in Common Stock are subject to Section 16(b) of the Exchange Act.
- (p) **“Long-Term Stock Award”** means an award under Section 9 below. A Long-Term Stock Award includes stock bonus and unit awards. A stock bonus is a right to receive shares of Common Stock that is subject to time and/or performance restrictions. A unit award shall be similar to the stock bonus award, except that no shares of Common Stock are actually awarded at grant; the recipient is granted a right to receive shares of Common Stock in the future once certain time and/or performance factors are met.
- (q) **“Option”** means any option to purchase shares of Common Stock granted pursuant to Section 6 below.
- (r) **“Parent”** means any corporation (other than the Company) in an unbroken chain of corporations ending with the Company if, at the time of the granting of an award under the Plan, each of such corporations other than the Company owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.
- (s) **“Participant”** means an individual who has been granted an Option, Right or Long-Term Stock Award under the Plan.
- (t) **“Plan”** means this 2000 Long-Term Equity Incentive Plan, as hereinafter amended from time to time.

- (u) **“Purchase Agreement”** shall have the meaning specified in Section 8.
- (v) **“Restricted Stock”** means shares of Common Stock acquired pursuant to a grant of Stock Purchase Rights under Section 8 below.
- (w) **“Right”** means and includes Stock Appreciation Rights and Stock Purchase Rights granted pursuant to the Plan.
- (x) **“Stock Appreciation Right”** or **“SAR”** means an award made pursuant to Section 7 below, which right permits the recipient to receive cash equal to the difference between the Fair Market Value of Common Stock on the date of grant of the Stock Appreciation Right and the Fair Market Value of Common Stock on the date of exercise of the Stock Appreciation Right.
- (y) **“Stock Purchase Right”** means an award made pursuant to Section 8 below, which right permits the recipient to purchase Common Stock pursuant to a restricted stock purchase agreement entered into between the Company and the Participant.
- (z) **“Subsidiary”** means any corporation (other than the Company) in an unbroken chain of corporations beginning with the Company if, at the time of granting an award under the Plan, each of the corporations other than the last corporation in the unbroken chain owns stock possessing 50% or more of the total combined voting power of all classes of stock in one of the other corporations in such chain.
- (aa) **“Substitute Awards”** shall mean an Option, Right or Long-Term Stock Award granted in assumption of or in substitution for, outstanding options or other awards previously granted by a company acquired by the Company or with which the Company combines.

SECTION 3. Eligibility.

- (a) Awards may be granted to employees, officers, directors who are also employees or consultants, independent consultants and advisers of the Company or any Parent, Subsidiary or Affiliate of the Company (provided such consultants, and advisers render bona fide services not in connection with the offer and sale of securities in a capital-raising transaction). ISOs (hereinafter defined in Section 6 hereof) may be granted only to employees (including officers and directors who are also employees) of the Company or of a Parent or Subsidiary of the Company.
- (b) A Participant may be granted more than one award under this Plan.
- (c) Holders of options and other awards granted by a company acquired by the Company or with which the Company combines are eligible for grant of Substitute Awards hereunder in connection with such acquisition or combination transaction.

SECTION 4. Stock Subject to the Plan.

- (a) The total number of Shares reserved and available for distribution pursuant to the Plan shall be 1,023,313,015 Shares, which consists of (i) 693,313,015 Shares that were previously approved by stockholders (of which 65,096,385 Shares remain available for future distribution as of August 31, 2017); and (ii) 330,000,000 additional Shares added in connection with this amendment and restatement of the Plan on November 15, 2017 (the “2017 Amendment Date”).
- (b) For purposes of Section 4, the aggregate number of Shares issued under this Plan at any time shall equal only the number of Shares actually issued upon exercise or settlement of an award (other than a Substitute Award). Notwithstanding the foregoing, Shares subject to an award under the Plan may not again be made available for issuance under the Plan if such Shares are: (i) Shares that were subject to a stock-settled Stock Appreciation Right and were not issued upon the net settlement or net exercise of such Stock Appreciation Right, (ii) Shares delivered to or withheld by the Company to pay the exercise price of an Option, (iii) Shares delivered to or withheld by the Company to pay the withholding taxes related to an award, or (iv) Shares repurchased on the open market with the proceeds of an Option exercise. Shares which are subject to awards which terminate, expire, are forfeited or lapse and Shares subject to awards settled in cash shall not count as Shares issued under this Plan and may be utilized again with respect to awards granted under the Plan.

- (c) Shares underlying Substitute Awards shall not reduce the number of Shares available for distribution hereunder.
- (d) Each Share awarded as a Stock Purchase Right or Long-Term Stock Award (other than a Substitute Award) shall be counted against the share reserve set forth in Section 4(a) above, and upon forfeiture shall also count for purposes of Section 4(b), as 2.5 Shares.
- (e) Options and SARs on no more than 25,000,000 Shares and Long-Term Stock Awards and Stock Purchase Rights on no more than 10,000,000 Shares may be granted to any individual in any year under this Plan.
- (f)
 - (i) In the event that the Common Stock of the Company is split or reverse-split, whether by stock dividend, combination, reclassification or similar method not involving payment of consideration, the number of Shares available for award under this Plan, in aggregate and individually as set forth in Sections 4(a) and 4(e), the number of Shares deliverable under each Option, Right or Long-Term Stock Award outstanding hereunder and the per Share exercise price of each outstanding Option or Right shall automatically be proportionately adjusted, subject to any required action by the Board or the stockholders of the Company and compliance with Applicable Laws; *provided, however*, that the number of Shares subject to any award denominated in Shares shall always be a whole number.
 - (ii) In the event that the Committee shall determine that any dividend or other distribution (whether in the form of cash, Common Stock, other securities, or other property), recapitalization, stock split, reverse stock split, reorganization, merger, consolidation, split-up, spin-off, combination, repurchase or exchange of Common Stock or other securities of the Company, issuance of warrants or other rights to purchase Common Stock or other securities of the Company, or other similar corporate transaction or event other than an event described in Section 4(f)(i) affects the Common Stock such that an adjustment is determined by the Committee to be appropriate in order to prevent dilution or enlargement of the benefits or potential benefits intended to be made available under the Plan, then the Committee shall, in such manner as it may deem equitable, adjust any or all of (i) the number and type of Shares (or other securities or property) which thereafter may be made the subject of awards under the Plan, including the aggregate and individual limits specified in Section 4, (ii) the number and type of Shares (or other securities or property) subject to outstanding awards, and (iii) the grant, purchase, or exercise price with respect to any award or, if deemed appropriate, make provision for a cash payment to the holder of an outstanding award; *provided, however*, that the number of Shares subject to any award denominated in Shares shall always be a whole number.

SECTION 5. Administration.

- (a) The Plan shall be administered by one or more Committees designated by the Board to administer the Plan, constituted in such a manner as to satisfy the Applicable Laws.
- (b) Once appointed, the Committee shall continue to serve until otherwise directed by the Board. From time to time, the Board may change the size of the Committee, appoint additional members thereof, remove members (with or without cause), appoint new members in substitution therefor, fill vacancies, however caused, and remove all members of the Committee and thereafter directly administer the Plan, all to the extent permitted by Applicable Laws.
- (c) As used herein, except in Sections 18 and 20, references herein to the Board shall mean the Board or the Committee, whichever is then acting with respect to the Plan.
- (d) The Committee shall have the authority to construe and interpret the Plan, to prescribe, amend and rescind rules and regulations relating to the Plan, and to make all other determinations necessary or advisable for the administration of the Plan, and any such interpretation shall be final and binding on all persons having an interest in any award under this Plan. Without limiting the generality of the foregoing, subject to the general purposes, terms, and conditions of the Plan, and to the direction of the Board, the Committee shall have full power to implement and carry out the Plan including, but not limited to, the following:
 - (i) to select the employees, officers, consultants, directors and advisers of the Company and/or its

Subsidiaries and Affiliates to whom Options, Rights and Long-Term Stock Awards, or any combination thereof, may from time to time be granted hereunder;

- (ii) to determine whether and to what extent Options, Rights and Long-Term Stock Awards, or any combination thereof, are granted hereunder;
 - (iii) to determine the number of Shares to be covered by each such award granted hereunder;
 - (iv) to approve forms of grant or agreement, or other forms for communicating to Participants that they have been granted an award under the Plan, for use under the Plan;
 - (v) to determine the terms and conditions, not inconsistent with the terms of the Plan, of any award granted hereunder;
 - (vi) to determine the form of payment, if any, that will be acceptable consideration for exercise of an Option, Right or Long-Term Stock Award granted under the Plan;
 - (vii) to determine whether, or to what extent and under what circumstances Common Stock and other amounts payable with respect to an award under this Plan shall be deferred either automatically or at the election of the Participant (including providing for and determining the amount (if any) of any deemed earnings on any deferred amount during any deferral period);
 - (viii) to delegate to another committee of the Board or to members of management certain of its powers hereunder to the extent permitted by Applicable Laws;
 - (ix) to determine the terms and restrictions applicable to Long-Term Stock Awards, Stock Purchase Rights and the Restricted Stock purchased by exercising such Rights; and
 - (x) to adopt sub-plans applicable to particular Subsidiaries, Affiliates or locations, which sub-plans may take precedence over other provisions of this Plan, with the exception of Section 4(a), but unless otherwise superseded by the terms of such sub-plan, the provisions of this Plan shall govern the operation of such sub-plan.
- (e) In addition to such other rights of indemnification as they may have as directors, members of the Committee shall be indemnified by the Company against any reasonable expenses, including attorneys' fees actually and necessarily incurred, which they or any of them may incur by reason of any action taken or failure to act under or in connection with the Plan or any option or other award granted thereunder, and against all amounts paid by them in settlement of any claim related thereto, (provided such settlement is approved by independent legal counsel selected by the Company) or paid by them in satisfaction of a judgment in any such action, suit or proceeding that such director is liable for negligence or misconduct in the performance of his or her duties; provided that within 60 days after institution of any such action, suit or proceeding a director shall in writing offer the Company the opportunity, at its own expense, to handle the defense of the same.
- (f) Notwithstanding anything to the contrary in this Plan, up to 5% of the Shares reserved and available for distribution under this Plan (as set forth in Section 4) may be granted without regard to any of the restrictions set forth in Sections 9(a)(ii) and 20(b)(ii).
- (g) Notwithstanding any provision of the Plan to the contrary, all awards granted under the Plan after the 2017 Amendment Date shall have a minimum vesting period of one-year measured from the date of grant; provided, however, that up to 5% of the Shares available for future distribution under this Plan as of the 2017 Amendment Date may be granted without such minimum vesting requirement. Nothing in this Section 5(g) shall limit the Company's ability to grant awards that contain rights to accelerated vesting on a termination of employment or service (or to otherwise accelerate vesting), or limit any rights to accelerated vesting in connection with a Change of Control. In addition, the minimum vesting requirement set forth in this Section 5(g) shall not apply to Substitute Awards.

SECTION 6. Stock Options. The Committee, in its discretion, may grant Options to eligible Participants and shall determine whether such Options shall be Incentive Stock Options ("ISOs") within the meaning of the Code, Nonqualified Stock Options ("NQSOS") or any other type of Option which may exist from time to time. Each

Option shall be evidenced by a Grant which shall expressly identify the Option as an ISO or as NQSO (or other type of Option, as applicable), and be in such form and contain such provisions as the Committee shall from time to time deem appropriate. Without limiting the foregoing, the Committee may, at any time, or from time to time, authorize the Company, with the consent of the respective recipients, to issue new Options.

The Committee shall determine the number of Shares subject to the Option, the exercise price of the Option, the period during which the Option may be exercised, and all other terms and conditions of the Option, subject to the following:

- (a) **Form of Option Grant.** Each Option granted under this Plan shall be evidenced by a Grant in such form (which need not be the same for each Participant) as the Committee shall from time to time approve, which Grant shall comply with and be subject to the terms and conditions of this Plan.
- (b) **Date of Grant.** The date of grant of an Option shall be the date on which the Committee makes the determination to grant such Option unless otherwise specified by the Committee. The Grant representing the Option will be delivered to Participant with a copy of this Plan within a reasonable time after the granting of the Option.
- (c) **Exercise Price.** The exercise price of an Option shall be determined by the Committee on the date the Option is granted and may not be less than the Fair Market Value of the Common Stock on the date the Option is granted.
- (d) **Exercise Period.** Subject to Section 5(g), Options shall be exercisable within the times or upon the events determined by the Committee as set forth in the Grant; *provided, however*, that no Option shall be exercisable after the expiration of ten (10) years from the date the Option is granted. The Committee may attach such conditions to the Shares issued upon exercise of an Option as it shall determine, and may provide in any grant for Option exercise restrictions to be waived in consideration of equivalent transfer or forfeiture provisions to be applied to such underlying Shares.
- (e) **Limitations on ISOs.** The terms of any ISO granted under the Plan shall comply in all respects with the provisions of Section 422 of the Code, or any successor provision thereto, and any regulations promulgated thereunder.
- (f) **Limitations on Transfer.** Options granted under this Plan, and any interest therein, shall not be transferable or assignable by the Participant, and may not be made subject to execution, attachment or similar process, otherwise than by will or by the laws of descent and distribution, and shall be exercisable during the lifetime of the Participant only by the Participant; *provided, however*, that in the Committee's sole discretion, the terms of any NQSOs granted under the Plan may permit the transfer of the vested portion of such NQSO by a Participant for no consideration to or for the benefit of one or more members of the Participant's immediate family, including to a trust for the benefit of the Participant's immediate family.
- (g) **Notice.** Options may be exercised only by delivery to the Company or its representative of a stock option exercise instrument in a form approved by the Committee from time to time (which may be in written, electronic or other form selected by the Committee from time to time and need not be the same for each Participant), stating the number of Shares being purchased, the restrictions imposed on the Shares, if any, and such representations and agreements regarding Participant's investment intent and access to information, if any, as may be required by the Company to comply with the Applicable Laws, together with payment in full of the exercise price for the number of Shares being purchased or adequate provision therefor, in accordance with Section 6(h).
- (h) **Payment.** Payment for Shares purchased upon exercise of an Option may be made in cash (by check) or, unless otherwise provided by the Committee in its sole discretion: (i) by cancellation of indebtedness of the Company to the Participant; (ii) by surrender of Shares having a Fair Market Value equal to the applicable exercise price of the Options; (iii) pursuant to a broker-assisted "cashless exercise" arrangement; (iv) through any other method specifically approved by the Committee; or (v) by any combination of the foregoing, in each such case to the extent permitted by Applicable Law.
- (i) **Limitations on Exercise.** In addition to exercise restrictions or other vesting provisions set forth in any

Grant, unless the Committee shall otherwise determine, and except in the case of a Substitute Award, the exercisability of an Option following termination of the Participant's employment shall be subject to this Section 6(i).

- (i) If the Participant ceases to be employed by the Company or any Parent, Subsidiary or Affiliate of the Company for any reason except death or disability, such Participant's Options may be exercised to the extent (and only to the extent) that they would have been exercisable upon the date of termination of the Participant's employment, within three (3) months after the date of termination (or such shorter time period as may be specified in the Grant), but in any event no later than the expiration date of the Option; *provided, however*, that if the Participant is an officer or principal stockholder within the meaning of Section 16 of the Exchange Act, the three (3) month period set forth in this Section 6(i) shall be extended (but in no event beyond the original expiration date specified in the Grant) by the number of days equivalent to any "No Trading" period under the Company's Insider Trading Policy during which the Participant is prohibited from trading in the Company's Common Stock during such period.
- (ii) If the Participant's employment with the Company or any Parent, Subsidiary or Affiliate of the Company is terminated because of the Disability of the Participant, or if the Participant dies within three (3) months of his termination of employment, the Participant's Options may be exercised to the extent (and only to the extent) that they would have been exercisable on the date of termination of the Participant's employment, by the Participant (or the Participant's legal representative) within twelve (12) months after the date of termination of employment (or such shorter time period as may be specified in the Grant), but in any event no later than the expiration date of the Options.
- (iii) If the Participant's employment with the Company or any Parent, Subsidiary or Affiliate of the Company is terminated because of the death of the Participant, the Participant's Options may be exercised to the extent (and only to the extent) that they would have been exercisable on the first vesting date occurring after such death as may be specified in the Grant and on the next subsequent vesting date, by the Participant's legal representative within twelve (12) months after the date of death (or such shorter period as may be specified in the Grant), but in any event no later than the expiration date of the Options.
- (iv) A Participant's employment relationship shall be considered to have terminated, and the Participant to have ceased to be employed by his or her employer, on the earliest of:
 - (A) the date on which the Company, or any Parent, Subsidiary or Affiliate of the Company, as appropriate, delivers to the Participant notice in a form prescribed by the Company that the Company, or such other entity, is thereby terminating the employment relationship (regardless of whether the notice or termination is lawful or unlawful or is in breach of any contract of employment),
 - (B) the date on which the Participant delivers notice in a form prescribed by the Company, to the Company, or any Parent, Subsidiary or Affiliate of the Company, as appropriate, that he or she is terminating the employment relationship (regardless of whether the notice or termination is lawful or unlawful or is in breach of any contract of employment),
 - (C) the date on which the Participant ceases to provide services to the Company, or any Parent, Subsidiary or Affiliate of the Company, as appropriate, except where the Participant is on an authorized leave of absence, or
 - (D) the date on which the Participant ceases to be considered an "employee" under Applicable Law.The Committee shall have discretion to determine whether a Participant has ceased to be employed by the Company or any Parent, Subsidiary or Affiliate of the Company, as appropriate, and the effective date on which such employment terminated or whether such Participant is on an authorized leave of absence.
- (v) In the case of a Participant who is a director, consultant, or adviser, the Committee will have the discretion to determine whether the Participant is "employed by the Company or any Parent, Subsidiary or Affiliate of the Company" pursuant to the foregoing Sections.

- (vi) The Committee may specify a reasonable minimum number of Shares that may be purchased on any exercise of an Option, provided that such minimum number will not prevent the Participant from exercising the full number of Shares as to which the Option is then exercisable.
- (j) **Modification of Options; No Repricing.** The Committee shall have the power to modify outstanding Options, provided that any such action may not, without the written consent of the holder, impair any rights under any Option previously granted. The Committee shall not, without the approval of the stockholders of the Company, (i) reduce the exercise price of any previously granted Option, (ii) cancel any previously granted Option in exchange for another Option with a lower exercise price, (iii) cancel any previously granted Option in exchange for cash or another award if the exercise price of such previously granted Option exceeds the Fair Market Value of a share of Common Stock on the date of such cancellation, or (iv) engage in any action that would be considered a “repricing” under generally accepted accounting principles, in each case, other than in connection with a Change of Control or the adjustment provisions set forth in Section 4(f).

SECTION 7. Stock Appreciation Rights. The Committee, in its discretion, may grant Stock Appreciation Rights to eligible Participants. The following provisions apply to such Stock Appreciation Rights.

- (a) **Grant of Stock Appreciation Right.** The Stock Appreciation Right shall entitle the holder upon exercise to an amount for each Share to which such exercise relates equal to the excess of (x) the Fair Market Value on the date of exercise of a Share over (y) the base or exercise price of the Common Stock (which shall not be less than the Fair Market Value of the Common Stock on the date of grant) as set forth in the applicable Grant. Notwithstanding the foregoing, the Committee may place limits on the amount that may be paid upon exercise of a Stock Appreciation Right. No Stock Appreciation Right shall be exercisable after the expiration of ten (10) years from the date the Stock Appreciation Right is granted.
- (b) **Forfeiture of Option.** If a Stock Appreciation Right is granted in tandem with an Option, upon exercise of such Stock Appreciation Right, the related Option shall no longer be exercisable and shall be deemed canceled to the extent of such exercise.
- (c) **Form of Payment.** The Company’s obligation arising upon the exercise of a Stock Appreciation Right may be paid in Common Stock or in cash, or in any combination of Common Stock and cash, as the Committee, in its sole discretion, may determine.
- (d) **Other Provisions.** Subject to Section 5(g), the Grant evidencing a Stock Appreciation Right shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Committee in its sole discretion. The provisions of such Grants need not be the same with respect to each recipient.
- (e) **Modification of SARs; No Repricing.** The Committee shall have the power to modify outstanding Stock Appreciation Rights, provided that any such action may not, without the written consent of the holder, impair any rights under any Stock Appreciation Rights previously granted. The Committee shall not, without the approval of the stockholders of the Company, (i) reduce the base price or exercise price of any previously granted Stock Appreciation Right, (ii) cancel any previously granted Stock Appreciation Right in exchange for another Stock Appreciation Right with a lower base or exercise price, (iii) cancel any previously granted Stock Appreciation Right in exchange for cash or another award if the base or exercise price of such previously granted Stock Appreciation Right exceeds the Fair Market Value of a share of Common Stock on the date of such cancellation, or (iv) engage in any action that would be considered a “repricing” under generally accepted accounting principles, in each case, other than in connection with a Change of Control or the adjustment provisions set forth in Section 4(f).

SECTION 8. Stock Purchase Rights.

- (a) **Rights to Purchase.** Stock Purchase Rights to purchase Restricted Stock may be issued either alone, in addition to, or in tandem with other awards granted under the Plan. After the Committee determines that it will offer Stock Purchase Rights under the Plan, it shall advise the offeree in writing of the terms, conditions and restrictions related to the offer, including the number of Shares that such person shall be entitled to purchase, the price to be paid, and the time within which such person must accept such offer,

which shall in no event exceed 60 days from the date the Stock Purchase Right was granted. The offer shall be accepted by execution of a Restricted Stock Purchase Agreement (the "Purchase Agreement") in the form determined by the Committee.

- (b) **Repurchase Option.** Unless the Committee determines otherwise, the Purchase Agreement shall grant the Company a repurchase option exercisable upon the voluntary or involuntary termination of the purchaser's employment with the Company for any reason (including death or Disability). The purchase price for Shares repurchased pursuant to the Purchase Agreement shall be the original price paid by the purchaser and may be paid by cancellation of any indebtedness of the purchaser to the Company. Subject to Section 5(g), the repurchase option shall lapse at such rate as the Committee may determine.
- (c) **Other Provisions.** The Purchase Agreement shall contain such other terms, provisions and conditions not inconsistent with the Plan as may be determined by the Committee in its sole discretion. The provisions of Purchase Agreements need not be the same with respect to each purchaser.

SECTION 9. Long-Term Stock Awards.

(a) Administration.

- (i) Subject to Section 5(g), Long-Term Stock Awards are stock bonus or stock unit awards that may be granted either alone or in addition to other awards granted under the Plan. The Committee shall determine the nature, length, price (if any) and starting and ending dates of any restriction period (the "**Restriction Period**") for each Long-Term Stock Award, and shall determine the time and/or performance factors which must be met for a Long-Term Stock Award, the maximum amount payable under the Award and any targets for partial or full payment under such Award, and the extent to which a Long-Term Stock Award has been earned. Long-Term Stock Awards may vary from Participant to Participant and between groups of Participants. A Long-Term Stock Award performance factor, if any, shall be based upon the achievement of performance goals by the Company, Parent, Subsidiary or Affiliate, a business unit or units of the Company, or upon such individual performance factors or upon such other criteria as the Committee may deem appropriate. Restriction Periods may overlap and Participants may participate simultaneously with respect to Long-Term Stock Awards that are subject to different Restriction Periods and different time and/or performance factors. Long-Term Stock Awards shall be confirmed by, and be subject to the terms of, a Long-Term Stock Award agreement. The terms of such agreements need not be the same with respect to each Participant.
- (ii) Notwithstanding the foregoing, the Restriction Period for any Long-Term Stock Award shall be no less than (A) three years if the Long-Term Stock Award vests or is earned based on the passage of time and continued employment with or service to the Company (or any Parent, Subsidiary or Affiliate) or (B) one year if the Long-Term Stock Award vests or is earned on the basis of the achievement of performance goals.
- (iii) At the beginning of each Restriction Period, the Committee shall determine, for each Long-Term Stock Award subject to such Restriction Period, the number of Shares to be awarded to the Participant or as to which the restrictions shall lapse at the end of the Restriction Period, if and to the extent that the relevant measures of time and/or performance for such Long-Term Stock Award are met. Such number of Shares may be fixed or may vary in accordance with such time and/or performance or other criteria as may be determined by the Committee.
- (iv) No Long-Term Stock Award may be sold, assigned, transferred, pledged or otherwise encumbered during its Restriction Period, *provided, however*, that a Long-Term Stock Award held by a Participant may be transferred either for or without consideration, during its Restriction Period if the Committee, in its sole discretion, shall approve.

- (b) **Qualified Performance-Based Long-Term Stock Awards.** In the case of any Long-Term Stock Awards made to any person who is or may become a Covered Employee during the Restriction Period before payment of the award, the Committee may grant Long-Term Stock Awards that are intended to comply with the requirements of Code section 162(m) ("Qualified Performance-Based Long-Term Stock

Awards”). In such case, the Committee shall condition the grant or vesting, as applicable, of the stock bonus or unit upon the attainment of certain objectively determinable performance goals established by the Committee that are conditioned upon the satisfaction by the Company, Parent, Subsidiary, or Affiliate, or a business unit or units of the Company, of one or more of the following performance criteria (the “Qualified Performance Criteria”) during a specified period of no less than three months: revenues, operating expenses, return on assets, return on net assets, asset turnover, return on equity, return on capital, market price appreciation of the Company’s stock, economic value added, total stockholder return, net income, pre-tax income, operating income, earnings per share, operating profit margin, net income margin, sales margin (including both growth rates and margin percentages), cash flow, market share, inventory turnover, sales growth, capacity utilization, profit, EBIDTA growth, market capitalization, market penetration or increase in customer base. As determined by the Committee, Qualified Performance Criteria shall be derived from financial statements of the Company prepared in accordance with generally accepted accounting principles applied on a consistent basis, or, for Qualified Performance Criteria that cannot be so derived, under an objective and non-discretionary methodology established by the Committee prior to the issuance of a Qualified Performance Based Long-Term Stock Award to a Covered Employee, the Committee shall make all calculation of actual payments and shall certify in writing, prior to the payment of such Long-Term Stock Awards, the extent, if any, to which the specified performance goals have been met.

- (c) **Adjustment of Awards.** The Committee may provide at the time of grant for the adjustment of the performance factors applicable to Qualified Performance-Based Long-Term Stock Awards to include or exclude any objectively determinable components of any performance measure, including, without limitation, special charges such as restructuring or impairment charges, debt refinancing costs, extraordinary or noncash items, unusual, nonrecurring, infrequently occurring or one-time events affecting the Company or its financial statements or changes in law, accounting principles or tax rules. In the case of any Qualified Performance-Based Long-Term Stock Award, the Committee may not increase the Common Stock that would otherwise be payable upon achievement of the stated performance goal or goals, but may reduce or eliminate the maximum Common Stock award due upon attainment of the stated performance goals, basing such cutback either upon subjective performance criteria, individual performance evaluations, or any other standards that are provided in the terms of the Long-Term Stock Award.
- (d) **Termination.** Unless otherwise provided in the applicable Long-Term Stock Award agreement, if a Participant terminates his or her employment or his or her consultancy during a Restriction Period because of death or Disability, the Committee may provide for an earlier payment in settlement of such award in such amount and under such terms and conditions as the Committee deems appropriate.

Except as otherwise provided in the applicable Long-Term Stock Award agreement, if a Participant terminates employment or his or her consultancy during a Restriction Period for any other reason, then such Participant shall not be entitled to any payment with respect to the Long-Term Stock Award subject to such Restriction Period, unless the Committee shall otherwise determine.
- (e) **Form of Payment.** The earned portion of a Long-Term Stock Award may be paid currently or on a deferred basis with such interest or earnings equivalent as may be determined by the Committee. Payment shall be made in the form of cash, whole Shares, including Restricted Stock, or a combination thereof, either in a lump sum payment or in installments, all as the Committee shall determine.

SECTION 10. Withholding Taxes.

- (a) **Withholding Generally.** The Company shall have the right to withhold or require the recipient to remit to the Company an amount sufficient to satisfy federal, state, or local withholding tax requirements arising in connection with the grant, exercise or settlement of any award under the Plan prior to the delivery of any certificate or certificates for Shares or other amounts hereunder.
- (b) **Stock Withholding.** When a Participant incurs tax liability in connection with the exercise or vesting of any Option, Right or Long-Term Stock Award, which tax liability is subject to tax withholding under applicable tax laws, and the Participant is obligated to pay the Company an amount required to be withheld under applicable tax laws, the Committee may permit or require the Participant to satisfy the withholding tax obligation by having the Company withhold from the Shares otherwise to be delivered that number of

Shares having a Fair Market Value equal to the amount required to be withheld, determined on the date that the amount of tax to be withheld is to be determined; *provided, however*, that the Company shall not allow withholding of Shares (i) upon exercise or vesting of any Option, Right or Long-Term Stock Award in an amount which exceeds the maximum statutory tax rates in the applicable jurisdiction including, without limitation, for federal, state, local and payroll tax purposes, and subject to compliance with Applicable Laws, or (ii) if such withholding is not permitted under Applicable Laws. Any elections by a Participant to have Shares withheld for this purpose shall be made in accordance with procedures established by the Committee from time to time.

SECTION 11. Change of Control. Unless specifically provided to the contrary in any Grant or Purchase Agreement, upon a Change of Control, (a) unless outstanding Options, Rights and Long-Term Stock Awards are effectively assumed by the surviving or acquiring corporation or otherwise remain outstanding, such Options, Rights and Long-Term Stock Awards shall become fully vested and, if applicable, exercisable, and any repurchase or resale restrictions applicable to any award granted hereunder shall automatically lapse and such Options, Rights or Long-Term Stock Awards shall expire on the consummation of such Change of Control transaction at such times and on such conditions as the Committee shall determine and (b) if an Option, Right or Long-Term Stock Award is effectively so assumed or remains outstanding, and the Participant's employment is terminated (within the meaning of Section 6 hereof) by the surviving or acquiring corporation without cause within twelve (12) months after the consummation of such Change of Control transaction, such Option, Right or Long-Term Stock Award shall accelerate and, if applicable, become immediately and fully exercisable, and any repurchase or resale restrictions applicable to any such award shall automatically lapse, upon such termination. In the event of a Change of Control, the Committee may deem performance of a Long-Term Stock Award subject to performance restrictions to have been achieved at the target or any other level of performance.

SECTION 12. Employment Relationship. Nothing in the Plan or any award made hereunder shall interfere with or limit in any way the right of the Company or of any Parent, Subsidiary or Affiliate to terminate any Participant's employment or consulting relationship at any time, with or without cause, nor confer upon any Participant any right to continue in the employ or service of the Company or any Parent, Subsidiary or Affiliate.

SECTION 13. General Restriction. Each award shall be subject to the requirement that, if, at any time, the Committee shall determine, in its discretion, that the listing, registration, or qualification of the Shares subject to such award upon any securities exchange or under any state or federal law, or the consent or approval of any government regulatory body, is necessary or desirable as a condition of, or in connection with, such award or the issue or purchase of Shares thereunder, such award may not be exercised or paid in whole or in part unless such listing, registration, qualification, consent, or approval shall have been effected or obtained free of any conditions not acceptable to the Committee. The Committee shall be under no obligation to obtain or seek such listing, registration, qualification, consent or approval.

SECTION 14. Rights as a Stockholder/Dividends and Distributions. The holder of an Option, Right or Long-Term Stock Award shall have no rights as a stockholder with respect to any Shares covered by the Option, Right or Long-Term Stock Award until the Shares subject to such award have been entered upon the records of the duly authorized transfer agent of the Company. The Committee in its sole discretion may credit to each holder of an Option, Right or Long-Term Stock Award, in the form of dividend equivalents or otherwise, an amount equal to the value of all dividends and other distributions (whether in cash or other property) paid or distributed by the Company on the equivalent number of shares of Common Stock; *provided, however*, that such holder will not be paid any dividends or other distributions (or any related earnings or interest on such dividends or distributions, if the Committee in its sole discretion provides for such payments) unless and until the underlying Option, Right, Share or unit vests. The value of dividends or other distributions (or any related earnings or interest, if applicable) payable with respect to Options, Rights, Shares or units that do not vest shall be forfeited.

SECTION 15. Clawback/Recoupment. An award granted under the Plan will be subject to any provisions of Applicable Laws providing for the recoupment or clawback of incentive compensation; any provisions as may be reflected in a recoupment or clawback policy adopted by the Company; and any recoupment, clawback or similar provisions that may be included in the applicable Award Document.

SECTION 16. Limitations on Assignment of Awards. Except as otherwise provided in Section 6(f) and 9(a)

hereof, no awards made hereunder shall be assignable or transferable by the Participant except by will or by the laws of descent and distribution and as otherwise consistent with the specific Plan provisions relating thereto or as the Committee in its sole discretion shall approve either for or without consideration. During the life of the Participant, an Option, Right or Long-Term Stock Award shall be exercisable only by him or her, or by a transferee as permitted by Section 6(f) or 9(a) hereof and any award agreement.

SECTION 17. Nonexclusivity of the Plan. Neither the adoption of the Plan by the Board, the submission of the Plan to the stockholders of the Company for approval, nor any provisions of the Plan shall be construed as creating any limitations on the power of the Board to adopt such additional compensation arrangements as it may deem desirable, including without limitation, arrangements providing for the granting of Options otherwise than under the Plan, and such arrangements may be either generally applicable or applicable only in specific cases.

SECTION 18. Adoption and Stockholder Approval. This Plan shall become effective on the date that it is adopted by the Board of the Company and approved by the stockholders of the Company, in any manner permitted by applicable corporate law.

SECTION 19. Term of Plan. Awards may be granted pursuant to this Plan from time to time prior to the expiration hereof, which shall occur on the date of the Company's Annual Meeting of Stockholders in 2020.

SECTION 20. Amendment or Termination of Plan.

- (a) Except to the extent prohibited by applicable law and unless otherwise expressly provided in a Grant or Purchase Agreement or in the Plan, the Board may amend, alter, suspend, discontinue, or terminate the Plan or any portion thereof at any time, *provided, however*, that no such amendment, alteration, suspension, discontinuation or termination shall be made without (i) stockholder approval if such approval is necessary to comply with any tax or regulatory requirement for which or with which the Board deems it necessary or desirable to qualify or comply, or (ii) the consent of the affected Participant, if such action would adversely affect the rights of such Participant under any outstanding award. Notwithstanding anything to the contrary herein, the Committee or its delegee may amend the Plan and/or adopt subordinate arrangements, policies and programs in each case subject to the authority set forth in Section 4 hereof, in such manner as may be necessary to enable the Plan to achieve its stated purposes in any jurisdiction outside the United States in a tax-efficient manner and in compliance with local rules and regulations by adopting schedules of provisions to be applicable to awards granted in such jurisdiction.
- (b) The Committee may waive any conditions or rights under, amend any term of, or amend, alter, suspend, discontinue or terminate, any award theretofore granted, prospectively or retroactively, without the consent of any relevant Participant or holder or beneficiary of an award, *provided, however*, that (i) no such action shall impair the rights of any affected Participant or holder or beneficiary under any award theretofore granted under the Plan and (ii) the Committee may not materially amend a Long-Term Stock Award without the approval of stockholders.

SECTION 21. Section 409A of the Code. With respect to awards that are subject to Section 409A of the Code, the Plan is intended to comply with the requirements of Section 409A of the Code, and the provisions of the Plan and any Award Document shall be interpreted in a manner that satisfies the requirements of Section 409A of the Code, and the Plan shall be operated accordingly. If any provision of the Plan or any term or condition of any award would otherwise frustrate or conflict with this intent, the provision, term or condition will be interpreted and deemed amended so as to avoid this conflict.

SECTION 22. Governing Law. The Plan and each Award Document shall be governed by the laws of the State of Delaware, without application of the conflicts of law principles thereof.