

ORACLE AMERICA, INC.

SHORT TERM DISABILITY BENEFIT PLAN

(Amended and Restated as of January 1, 2024)

ORACLE AMERICA, INC.

SHORT TERM DISABILITY BENEFIT PLAN

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(Amended and Restated as of January 1, 2024)

*The provisions of this restatement of the Plan apply to claims paid on or after
January 1, 2024.*

I. DEFINITIONS

A. Active Employment means performance by the Employee of the regular duties of his or her work on any day that is one of the Employer's scheduled workdays. A period of Active Employment will also include (i) day(s) of vacation that have been scheduled by an Employee, and (ii) days that are not the Employer's scheduled workdays, provided the Employee is in Active Employment on the preceding scheduled workday.

B. Claims Administrator means Hartford – Comprehensive Employee Benefit Service Company.

C. Company means Oracle America, Inc. and any successor thereto.

D. Disability means any physical or mental condition arising from an illness, pregnancy or injury which renders a Participant incapable of performing the material duties of his or her regular job or any reasonably related job. A Participant will also be considered to have sustained a Disability if he or she has been referred or recommended by a Physician to participate as a resident in either an alcohol abuse treatment program or a drug abuse treatment program, or to participate in an outpatient program for the treatment of drug or alcohol abuse.

A Participant will not be considered disabled if (i) he or she is performing work of any kind for remuneration or profit unless previously approved by the Plan Administrator, or (ii) he or she declines alternative employment by the Employer which is within the Participant's capabilities and, as determined solely by the Employer, has compensation comparable to the Participant's previous job.

E. Earnings mean base pay (exclusive of bonuses, commissions, differentials, overtime and other forms of additional compensation) in effect on the date immediately preceding the onset of Disability.

F. Effective Date means January 1, 2024, with respect to this amendment and restatement of the Plan. The original effective date of the Plan is January 1, 2001.

G. Employee means a person who is a regular non-California employee on U.S. payroll of the Employer who works 20 hours or more a week.

H. Employer means the Company, Oracle International Corporation, Delphi Asset Management Corporation, Oracle Research LP, Oracle Technology LP, Oracle Systems US LP, Oracle Technology Company UC, US Branch, Oracle Research Company UC, US Branch, and Oracle Software Technology GmbH, US Branch.

I. Hospital means a licensed facility that

1. Provides inpatient facilities for the surgical and medical diagnosis, treatment and care of injured and sick persons;
2. Is supervised by a staff of Physicians;
3. Provides 24-hour RN service;
4. Is not mainly a place for rest, for the aged, for drug addicts, for alcoholics, or a nursing home; and
5. Makes charges for services.

Hospital will also include:

1. Facilities licensed to perform surgery, treatment, diagnostic testing and services on an outpatient basis and acting within the scope of their license;
2. Skilled nursing facilities rendering necessary services and acting within the scope of their license; and
3. Hospice care facilities acting within the scope of their license.

Hospital will also include mental health, nervous disorders and/or alcohol/substance abuse treatment facilities who meet the following conditions:

1. Mainly provides a program for diagnosis, evaluation, and effective treatment of mental health, nervous disorders or alcoholism/substance abuse;
2. Makes charges for services;
3. Meets licensing standards;
4. Prepares and maintains a written plan of treatment for each patient. The written plan must be based on medical, psychological and social needs and must be supervised by a licensed psychiatric Physician;
5. Provides, on the premises, 24 hours a day:
 - (a) Detoxification services needed with its effective treatment program;
 - (b) Infirmary-level medical services. Also, it provides or arranges with a Hospital in the area for any other services that may be required;

- (c) Supervised by a staff of Physicians; and
 - (d) Skilled nursing care by licensed nurses who are directed by a full-time RN; and
6. Is not mainly a school or a custodial, recreational or training institution.

Hospital will also include the following mental health, nervous disorders and/or alcoholism/substance abuse treatment facilities:

1. Day care treatment facility - a partial confinement treatment program given to a person during the day. There is no room charge made by the hospital or treatment facility. A day care program must be available for at least four hours but not more than eight hours in any 24-hour period.
2. Night care treatment facility - a partial confinement treatment program given to a person who is confined during the night. A room charge is made by the Hospital or treatment facility. A night care program must be available at least four hours but not more than eight hours in any 24-hour period.
3. Partial confinement treatment facility - a plan of psychiatric services to treat a mental disorder which meets the following conditions:
 - (a) It is carried out in a Hospital or treatment facility on less than a full-time inpatient basis;
 - (b) It is in accord with accepted medical practice for the condition of the person and does not require full-time confinement; and
 - (c) It is supervised by a psychiatric Physician who reviews and evaluates the treatment on a weekly basis.

J. Objective Medical Evidence means a measurable abnormality which is evidenced by one or more standard medical diagnostic procedures including laboratory tests, physical examination findings, X-rays, MRIs, EEGs, ECGs, CAT scans or similar tests that support the presence of a Disability or indicate a functional limitation. Objective Medical Evidence does not include Physicians' opinions based solely on the acceptance of subjective complaints (e.g., headache, fatigue, pain, nausea), age, transportation, local labor market and other non-medical factors. To be considered an abnormality, the test result must be clearly recognizable as out of the range of normal for a healthy population; the significance of the abnormality must be understood and accepted in the medical community.

K. Participant means an Employee who satisfies the requirements for participation in the Plan as herein specified.

L. Physician includes and means a legally qualified primary care physician, physician specialist, psychologist or social worker consulted on an inpatient or outpatient basis and acting within the scope of his or her license. A Physician may also be, to the extent

required by law, a practitioner who performs a service for which coverage is provided when it is performed by a Physician. Physician will also include physician assistant, nurse practitioner, or nurse midwife who is acting within the scope of his or her license and practice. Homeopathic, holistic, naturopathic, massage therapist, acupuncturist, hypnotherapist and other alternative medicine providers are not Physicians.

M. Plan means the Oracle America, Inc. Short Term Disability Benefit Plan, as herein set forth and as it may be amended from time to time.

N. Plan Administrator means the Company. Plan Administrator also includes any delegate under Section VII.B of the Plan.

O. Plan Year means the twelve-month period beginning on January 1 and ending on December 31.

II. PARTICIPATION

A. Eligibility for Participation. A person who is an Employee in an eligible class on the Effective Date of the Plan is eligible to participate on such Effective Date. A person who becomes an Employee or enters into an eligible class after the Effective Date of the Plan is eligible to participate after the completion of six (6) months of continuous Active Employment. A Participant who returns as a rehire within the first 30 days from his or her separation date and has completed six (6) months of continuous employment prior to leaving Oracle, will not need to re-complete the six (6) months of continuous employment again. However, the 12-month look back for past Disability claims will still apply to a rehire. Any Participant who returns as a rehire after 30 days from their separation date will be considered a new hire and will have to satisfy the six-month waiting period to be eligible for benefits under this Plan.

B. Effective Date of Participation. An Employee becomes a Participant on the date he or she becomes eligible; provided, however, that if an Employee is not in Active Employment on the date that his or her participation would otherwise become effective, his or her participation will be deferred until the date on which he or she returns to Active Employment.

C. Benefits Termination. A Participant will automatically cease to be eligible for benefits and any continued benefits under the Plan on the earliest of the following:

1. The date on which the Participant ceases to be an Employee;
2. The date on which the Participant commences an unpaid leave of absence; except during FMLA;
3. The date on which this Plan terminates.

A Participant may voluntarily cease to participate by giving advance written notice, in accordance with the procedures established by the Plan Administrator.

III. ELIGIBILITY FOR BENEFITS

A. Elimination Period. A Participant who sustains a Disability will, subject to the provisions of the Plan, become eligible to receive benefits as of the eighth (8th) day of Disability for all conditions, provided the Participant has been examined by or is under the care of a Physician during some portion of that eight (8) day period. Each partial day of disability will be considered as one full day of disability when calculating the elimination period.

However, for any Participant whose Disability ceases prior to exhausting benefits under the Plan, and who subsequently becomes Disabled during the same rolling 12-month period, the elimination period will not apply to the subsequent period of Disability.

B. Disability Determination. The Claims Administrator will determine whether a Disability exists with respect to a Participant on the basis of (i) Objective Medical Evidence, (ii) a certificate from the Participant's Physician, or (iii) any such other information as the Claims Administrator, in its sole discretion, deems relevant to such determination.

Certificates from the Participant's Physician must contain (i) a diagnosis and diagnostic code prescribed in the International Classification of Diseases, or, where no diagnosis has yet been obtained, a detailed statement of symptoms, (ii) a statement of the medical facts within the Physician's knowledge, based on a physical examination and a documented medical history of the Participant by the Physician, (iii) the Physician's conclusion as to the Participant's disability, and (iv) a statement of the Physician's opinion as to the expected duration of the disability.

If medical certification is not received by the deadline date identified by the Claims Administrator, benefits will be denied unless or until an adequate medical certificate is received. Should the Claims Administrator deny eligibility of the Participant for benefits under the Plan, either based on the failure to timely provide adequate medical certification and/or on some other basis under the Plan, the leave will be administered as an unpaid leave of absence from the 8th calendar day of disability.

C. Exclusions. No Participant will be entitled to a benefit under this Plan if:

1. His or her Disability arises out of, relates to, is caused by or results from an illness or injury to which a contributing cause was the Participant's commission or attempted commission of a felony, or the Participant's

- engagement in an illegal occupation;
- 2. The Participant is not under the regular and continuous care and treatment of a Physician, unless the Claims Administrator determines that such regular and continuous care and treatment are not medically indicated given the nature of the Disability;
- 3. The Participant is incarcerated in any federal, state or municipal penal institution, jail, medical facility, hospital (public or private) or in any other place because of a criminal conviction under a federal, state or municipal law or ordinance; or
- 4. The period of Disability begins when the Employee is not a Participant in the Plan.

IV. DISABILITY BENEFITS

A. Amount of Benefit

Elimination Period: 7 calendar days

Maximum Duration: Benefits may be payable up to the maximum duration reflected below in any rolling 12-month period (this includes partial disability). Disabilities exceeding the maximum duration in any rolling 12-month period are not covered by this Plan. To the extent administratively feasible, with respect to a Participant who became an Employee through an acquisition, the 12-month look back for past disability benefits will take into account any short term disability benefits paid under the acquired company's plan.

Eligible Benefits:

- 1. Beginning on the 8th day of disability and through the eighth week of disability: 100% of Earnings; and
- 2. Beginning on first day of the ninth week of disability and through the 12th week of disability: 66-2/3% of Earnings.

B. Partial Pay Period (Applicable to All Disabilities). For each day of any period of Disability for which benefits are payable and which is less than an Employer pay period, the amount of benefit payable will be calculated as follows:

- 1. The annual Earnings divided by 2080 hours, and multiplying that by,
- 2. The number of hours classified as disability hours for the applicable calendar week, and multiplying that by,
- 3. The benefit percentage eligible to receive,
- 4. Equals eligible benefit payable.

C. Disability Benefits Limited To 66-2/3%. Disability benefits will be 66-2/3% of Earnings for a Disability resulting from:

1. His or her Disability arises out of, relates to, is caused by or results from an intentionally self inflicted illness or injury;
2. His or her Disability arises out of, relates to, is caused by or results from an illness or injury due to war or any act of war, declared or undeclared, insurrection, rebellion, participation in a riot; or
3. Cosmetic surgery that is not medically necessary.

D. Benefits During Partial Disability. A Participant who has returned to work for the Employer on a part-time basis, and who is working fewer hours than he or she is regularly scheduled to work, may, with the approval of the Claims Administrator, receive benefits under this Plan. Part-time salary plus Disability benefits will be equal to 100% of Earnings from the eighth day through the eighth week and during the remaining benefit period, the Participant will receive their part-time salary plus Disability benefits equal to 66-2/3% of Earnings . In no event will part-time salary plus Disability benefits equal more than 100% of Earnings.

For each day of any period of Disability for which benefits are payable and which is less than an Employer pay period, the amount of benefit payable will be calculated as follows:

1. The annual Earnings divided by 2080 hours, and multiplying that by,
2. The number of hours classified as disability hours for the applicable calendar week, and multiplying that by,
3. The benefit percentage eligible to receive,
4. Equals eligible benefit payable.

E. Reductions to the Amount of Benefit. The Disability benefit will be reduced by any of the following which are available to the Participant, for the same period for which the Disability benefit is payable hereunder:

1. Temporary and permanent disability payments (whether total or partial), vocational rehabilitation payments, and any other amounts awarded to or allocated for the Participant under any workers' compensation law, occupational disease law, or any other legislation or law of similar purpose. Any amount awarded or paid in a lump sum, which represents payment for a specified period, will be prorated over that period. If the amount awarded or paid in a lump sum does not represent payment for a specified period, or if such a specified period cannot be determined, the lump sum will be

- prorated over a period of fifty-two (52) weeks, commencing with the date of the award;
2. Benefits under any plan, fund or other arrangement, by whatever name called, providing disability benefits pursuant to any statutory benefit act or law of any government;
 3. Benefits eligible to receive under a state-mandated disability plan or an Employer plan established in lieu thereof;
 4. Employer paid sick leave.

If a Participant is or might be entitled to any of the above-itemized benefits (other than item #3), the full Plan benefit will be paid upon receipt by the Claims Administrator of (i) evidence that the Participant has applied for such benefits and (ii) an executed agreement to reimburse the Plan, up to the amount of payments made, immediately upon receipt of such benefits.

If a Participant fails to apply for any of the above-itemized benefits to which he or she might be entitled, the Plan benefit will be reduced by the amount of the benefit, which the Participant would have received, had application been made. The Claims Administrator will make determination of the amount of such benefit.

F. Reduction of Benefits Due to Overpayment of Wages. If a Participant receives an overpayment of wages due to his or her leave of absence associated with benefits received under the Plan, the Claims Administrator will offset such wage overpayment against the Plan benefit to be received by the Participant until the wage overpayment has been fully recovered.

G. Commencement and Duration of Benefits. Benefits will be payable as of the first day that a Participant becomes eligible to receive benefits and applies therefor. Thereafter, benefits will be payable until the earliest of the following:

1. The date following a period of twelve weeks of Disability within a twelve month rolling period, measured backwards from the date of Disability;
2. The date of the Participant's death;
3. The date Participant's employment with the Employer ceases; or
4. The date the Disability ceases to exist.

H. Discontinuance and Resumption of Benefits. Benefits will be discontinued on the date, as determined by the Claims Administrator, that any of the following has occurred:

1. The Participant has refused to undergo a medical examination; failure by the Participant to undergo a scheduled medical examination following a written request by the Claims Administrator to do so will be considered a refusal;

2. The Participant has refused to provide information requested in writing by the Claims Administrator for the purpose of determining whether the Participant is entitled to benefits under the Plan; failure to furnish such information within thirty (30) days after such information has been requested will be considered a refusal;
3. The Participant has refused to follow or has rejected the treatment plan recommended by his or her Physician, unless the Participant disputes such treatment plan in good faith and on the advice of another Physician; or
4. The Participant is no longer under the regular and continuous care and treatment of a Physician, unless such regular and continuous care and treatment are not medically indicated, given the nature of the Disability.

Benefits, which have been discontinued in accordance with the above, may resume if the reason for discontinuance ceases to apply. In no event, however, will benefits be paid for the period during which the Participant was not in compliance with the Plan unless the Claims Administrator determines that the Participant's failure to comply was due to reasonable cause.

I. Suspension and Reinstatement of Benefits. Benefits will be suspended as of the date of any medical examination conducted pursuant to Section V.E. If the Claims Administrator, on the basis of the results of such examination, determines that eligibility for benefits continues, benefits will be reinstated as of the date of the medical examination.

V. PAYMENT OF BENEFITS

A. Application for Benefits. To be entitled to any benefits under the Plan, a Participant must comply with such procedures and requirements as the Claims Administrator and Plan Administrator may have prescribed with respect to the completion and filing of an application for such benefits and submission of evidence that the Participant is entitled to such benefits. The Claims Administrator may require information with respect to the Participant's age, address, marital status, dependents, employment record, and medical history and evidence that the Participant has applied for any benefits which would serve to reduce benefits under this Plan. The Claims Administrator may require any other information reasonably relevant to a determination of whether the Participant is eligible to receive benefits and may also require written authorization to obtain:

1. Information from the Participant's Physician or Physicians with respect to his or her physical condition, diagnosis, prognosis, date of expected return to work and related matters;
2. Relevant medical records on file in any hospital, Physician's or government

- office; and
3. Such other records from any company having information reasonably relevant to a determination.

B. Time Limit for Application for Benefits. A Participant, or the Participant's guardian, conservator, executor or other legal representative, must provide, to the Claims Administrator or designated representative, oral or written notice of claim no later than forty-nine (49) days following commencement of the period of Disability. Such written notice of claim must include an application for benefits, a Physician's certificate of Disability and any other information requested by the Claims Administrator (including, but not limited to, an authorization of the Participant to release medical information concerning the Participant's Disability).

If the Participant or his or her representative fails to provide the information as required above, benefits will not be paid for the period during which the Participant was not in compliance with the Plan unless the Claims Administrator determines that the Participant's failure to comply was due to reasonable cause. However, in no event will an application be accepted by the Claims Administrator if such application or certificate is filed more than six (6) months after the date benefits may become payable.

C. Claim Processing. Upon receipt of the Participant's application, the Claims Administrator will make a determination as to the eligibility of the Participant for benefits. If the Claims Administrator determines that a Participant is not eligible for benefits, the Participant will be provided with written notification of the denial. The notice will be written in a style and manner calculated to be understood by the Participant.

D. Appealing a Denied Claim. Any Participant or the representative of a Participant whose claim has been denied will have the right to request a review of the decision made on his or her claim. Such request must be in writing and be filed within ninety (90) days after receipt of the written decision.

The Participant or his or her representative may review documents pertinent to the claim.

Upon receipt of the request for review of the decision, the Plan Administrator will consider the written request and provide the Participant with a written decision. The decision of the Plan Administrator on any benefit claim will be final and conclusive upon all persons.

E. Medical Examinations. The Claims Administrator may require that a Participant applying for benefits submit to an examination by a Physician designated by the

Claims Administrator, for his or her medical opinion as to whether the Participant is disabled so as to meet the eligibility requirements under the Plan for benefits. Re-examinations of a Participant receiving benefits may be directed by the Claims Administrator from time to time for the purpose of assisting the Claims Administrator in determining whether continued eligibility for such benefits exists. The fees of such Physician and the expenses of such examination will be paid by the Company.

F. Non-Alienation of Benefits. To the extent permitted by law, no benefit payable at any time under the Plan will be assignable or transferable, or subject to any lien, in whole or in part, either directly or by operation of law or otherwise, including, but not limited to, execution, levy, garnishment, attachment, pledge, bankruptcy, or in any other manner. No benefit payable under the Plan will be liable for, or be subject to, any obligation or liability of any Participant.

G. Payment to Representative. In the event that a guardian, conservator, committee or other legal representative has been duly appointed for a Participant entitled to any payment under the Plan, any such payment due may be made to the legal representative making claim therefor. Any such payment so made will be in complete discharge of the liabilities of the Plan therefor, and the obligations of the Plan Administrator and the Employer.

H. Payment In the Event of Death. In the event of the death of the Participant, any payments due under this Plan as a result of the Participant's Disability will be made to his or her beneficiary as noted in the Participant's group life insurance beneficiary designation or, if no such designation exists, to the Participant's spouse. If payments cannot be made under either of the above methods, payment will be made to the Participant's estate.

VI. PLAN FINANCING

A. Participant Contributions. Participants will not be required to make contributions to the Plan.

B. Company Contributions. Disability benefit payments and such other costs as are determined necessary to properly maintain and operate the Plan will be paid out of the Company's general assets.

C. Limitation of Liability. The payment of benefits under this unfunded Plan will be made only from the Company's general assets. No liability for the payment of benefits under the Plan will be imposed upon the Company or its officers, directors, employees, or stockholders. Should the Plan be terminated, the Company, officers, directors, employees or stockholders will not be liable for any benefits under this Plan. A Participant does not have any rights in or against any amount credited to an account

or any other specific assets.

VII. ADMINISTRATION AND RESPONSIBILITY

A. Duties of the Plan Administrator. The Plan Administrator will have, at its discretion, exclusive authority and responsibility for all matters in connection with the operation and administration of the Plan and will contract with the Claims Administrator to assist with any aspect of the administration of the Plan. Specifically, the Plan Administrator will:

1. Be responsible for the compilation and maintenance of all records necessary in connection with the Plan;
2. Determine eligibility for benefits under the Plan, and compute and authorize the payment of such benefits as they become payable;
3. Decide questions relating to the eligibility of Employees to become Participants;
4. Engage such legal, actuarial, accounting and other professional and clerical services as may be necessary or proper; and
5. Interpret this instrument and make and publish such uniform and nondiscriminatory rules for administration of the Plan as are not inconsistent with the provisions of this instrument.

B. Delegation of Duties. The Plan Administrator may, from time to time, delegate any of the rights, powers, and duties of the Plan Administrator with respect to the operation and administration of the Plan to one or more committees, individuals or entities, including the Claims Administrator. If the Plan Administrator delegates any rights, powers or duties to any person, such person may from time to time further delegate such rights, powers and duties to any other person. If any right, power or duty is delegated to more than one person, such persons may from time to time allocate among themselves any such right, power or duty. Any allocation or delegation of responsibilities under the Plan will be terminable upon such notice as the Plan Administrator, in its sole discretion, deems reasonable and prudent.

C. Decisions and Rules. The decisions of the Plan Administrator made in good faith upon any matter within the scope of its authority will be final, but the Plan Administrator at all times in carrying out its decisions will act in a uniform and nondiscriminatory manner.

VIII. MISCELLANEOUS

A. Payroll Practice. The Plan is intended to be a payroll practice as set forth in Department of Labor Regulation Section 2510.3-1(b) and, as a result, is not subject to the Employee Retirement Income Security Act of 1974 (ERISA).

B. Permanence of the Plan. The Company intends to continue the Plan indefinitely, but will not be under any obligation or liability whatsoever to continue to maintain the Plan for any given length of time. The Company may, in its sole discretion, amend and/or terminate the Plan any time without any liability whatsoever for such action. If the Plan is terminated, the termination will not affect the rights of any Participant to claim benefits with respect to a Disability incurred prior to such termination.

C. Right to Amend. The Company reserves the power and right, at any time or times to amend any or all of the provisions of the Plan to any extent and in any manner it will deem advisable.

D. Nonguarantee of Employment. The adoption and maintenance of the Plan will not be considered to be a contract between the Employer and any Employee. Therefore, no provision of the Plan will give any Employee the right to be retained in the employ of the Employer or to interfere with the right of the Employer to discharge any Employee at any time, irrespective of the effect such discharge may have upon an Employee as a Participant or prospective Participant under the Plan. In addition, no provision of the Plan will be considered to give the Employer the right to require any Employee to remain in its employ, or to interfere with any Employee's right to terminate his or her employment at any time.

E. Titles. Titles are for reference only. In the event of a conflict between a title and the content of a Section, the content will control.

F. Gender and Number. Wherever used in this Plan, the masculine gender will include the feminine gender and the singular will include the plural, unless the context indicates otherwise.

IN WITNESS WHEREOF, Oracle America, Inc. has caused this amendment and restatement of the Oracle America, Inc. Short Term Disability Plan to be executed on its behalf on this ____ day of December, 2023.

ORACLE AMERICA, INC.

DocuSigned by:
By:  F8D78F66E1FC402...

Printed Name: Joyce Westerdahl

Title: Executive Vice President, Human Resources

