

Summary Plan Description

Oracle Corporation

401(k) Savings and Investment Plan

Updated as of April 1, 2025



ORACLE

Benefits

Human Resources

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Summary Plan Description (SPD)

This Summary Plan Description (“SPD”) explains the basic provisions of the Oracle Corporation 401(k) Savings and Investment Plan (the “Plan”). The complete terms of the Plan are set forth in the Plan document. In the event of any differences between this summary and the provisions of the Plan, the actual Plan document will govern. For a copy of the Plan document or for additional information about the Plan and its administrators, contact the 401(k) Plan Administrator at Oracle’s principal offices, located at 500 Oracle Parkway, M/S 50P8, Benefits, Redwood Shores, California 94065 (telephone 650-506-7000).

What is the Purpose of the Plan?

The Plan is a profit sharing plan intended to qualify under Section 401(a) of the Internal Revenue Code of 1986, as amended (the “Code”), with a cash or deferred arrangement intended to qualify under Section 401(k) of the Code. The Plan is governed by the Employee Retirement Security Act of 1974.

The Plan was originally effective January 1, 1986. It was amended and restated in its entirety effective as of January 1, 1990, January 1, 1994, January 1, 2000, January 1, 2001, and as of January 1, 2014, and has separately been amended on a number of occasions.

Who is Eligible to Participate in the Plan?

You are eligible to participate if you are an employee of either Oracle Corporation (“Oracle” or the “Company”) or a participating subsidiary of Oracle and you are not:

- A person whose compensation and conditions of employment are subject to determination by collective bargaining, provided that retirement entitlements have been a subject of good faith bargaining between the Company and the person’s bargaining agent;
- A person who is a nonresident alien and who receives no earned income (within the meaning of Section 911(d) of the Code) from the Company, such earned income constituting income from sources within the United States (within the meaning of Section 861(a)(3) of the Code);
- A person who is performing services at a Company facility as an employee of a third-party entity that is not an employment agency (i.e., office maintenance crews).
- A person who is a leased employee (within the meaning of Section 414(n)(2) of the Code); or
- A person who is not classified by the Company as an employee for tax purposes, whether or not that classification is later held to be erroneous.

For purposes of simplicity, the term “Company” in this SPD generally refers to Oracle and any subsidiary that has adopted the Plan. Certain differences in the terms of participation might apply to employees of different subsidiaries or work units.

How Do I Become a Participant in the Plan?

If you are eligible to participate in the Plan, you may elect to become a participant at any time. Your participation will be effective on your date of enrollment. Generally, you will be able to enroll two to five business days following your date of hire. There are two ways to enroll, via the web or the phone. To join via the web, log onto NetBenefitsSM Fidelity website www.netbenefits.com/oracle. If you are new to Fidelity, register for the site by clicking on "New User Registration." You will then be able to enroll by indicating your payroll deferral percentage and investment fund allocation. To enroll via the phone, you must call Fidelity at its toll-free number, 1-800-410-2363.

When you call Fidelity to join, you will be asked to:

- Indicate the percentage of compensation you wish to contribute to the Plan;
- Make your investment elections; and
- Authorize regular payroll deductions.

What Happens If I Terminate Employment With the Company and Later Return?

If you terminate employment with the Company and later return as an eligible employee, you may re-enroll in the Plan at any time on or after two to five business days after you are rehired. See "Who is Eligible to Participate in the Plan?" for the definition of an eligible employee. Elections from your prior employment will not be carried forward. You must re-enroll in the Plan for payroll deductions to begin. To re-enroll in the Plan, contact Fidelity directly by calling 1-800-410-2363 or online via NetBenefits at www.netbenefits.com/oracle. See "How Are Forfeitures Handled" for information regarding unvested match contributions from your previous employment

How Do I Name a Beneficiary?

When you first elect to participate in the Plan, you should name one or more beneficiaries to receive Plan benefits in the event of your death. To name a beneficiary, sign onto NetBenefits at www.netbenefits.com/oracle. You can name anyone you wish. You may only elect to distribute benefits in whole percentage points. Total percentage distributions for primary (first choice) beneficiaries must total 100%. If you choose to elect secondary beneficiaries, total percentage distributions for secondary (second choice) beneficiaries must also total 100%. However, if you are married and you name someone other than or in addition to your spouse as a primary beneficiary, you must obtain your spouse's written consent in order to render your beneficiary designation valid. A notary public must witness the consent of your spouse. If you are single or divorced, and later marry, your new spouse will automatically become your beneficiary unless your new spouse gives written, notarized consent to a different designation. Please note that if you divorce but previously named your spouse as your beneficiary, your former spouse remains your beneficiary until you make a change or you remarry.

You may change your beneficiary at any time by logging onto NetBenefits at www.netbenefits.com/oracle. A beneficiary designation is valid only if it is actually received by the Plan prior to your death. A beneficiary designation made in other documents, such as a will, trust, or divorce decree, is not valid for Plan purposes. If you do not name a beneficiary, your spouse will be designated as your beneficiary, unless no spouse survives you, in which case your Plan benefits will be distributed in the following order of priority to:

- Your surviving children, in equal shares; or if none,
- Your surviving parents, in equal shares; or if none,
- Your surviving brothers and sisters, in equal shares.

If none of the above survive you, your estate will be your beneficiary.

An alternate payee (payee pursuant to a qualified domestic relations order, see "May Participants Assign Plan Benefits?") may name a beneficiary after the domestic relations order is determined to be qualified and the separate account is established. A beneficiary can also designate a beneficiary after your Account is divided among your beneficiaries. In the event an alternate payee or beneficiary dies without designating a beneficiary, the alternate payee's or beneficiary's account will be paid in accordance with the hierarchy set forth above. If all of your beneficiaries predecease you, your Account will be paid to your estate.

What Types of Contributions Are Made to the Plan?

The following five types of contributions may be made to the Plan: Salary Deferral Contributions, Roth Contributions, Matching Contributions, After-Tax Contributions, and Rollover Contributions. Each of these types of contributions is discussed below.

Salary Deferral and Roth Contributions

You choose the amount you want to contribute to the Plan on a pre-tax basis (Salary Deferral Contributions) or on a post-tax basis (Roth Contributions). These contributions are called "401(k) Contributions." You can elect to contribute from 1% to 40% of your compensation in whole percentage points. The definition of compensation is discussed in "How is Compensation Defined for Plan Purposes?". Your total 401(k) Contributions may not exceed the IRS annual dollar limit, which is \$23,500 for 2025. The IRS annual dollar limit for 401(k) Contributions will increase periodically for cost-of-living adjustments. This limit is discussed further in "Are There Any Limits on Contributions?"

An eligible employee who has attained age 50 before the end of the year may elect to make Section 414(v) of the Code contributions to the Plan ("Catch-Up Contributions"). You can elect to contribute from 1% to 40% of your compensation in whole percentage points, as long as you do not exceed the IRS annual dollar limit for Catch-Up Contributions, which is \$7,500 for 2025. Furthermore, if you are age 60-63 by December 31, you may contribute an additional \$3,750 for a total Catch-Up Contribution of \$11,250. Your Catch-Up Contribution deduction will run concurrently with any 401(k) Contributions you elect. You may choose to make your Catch-Up Contributions either as Salary Deferral Contributions or as Roth Contributions. Should your total 401(k) Contribution for the year be less than the IRS annual dollar limit for 401(k) Contributions (which is \$23,500 in 2025), your Catch-Up Contributions will be reclassified as 401(k) Contributions. The Catch-Up Contribution limit will increase periodically for cost-of-living adjustments. Catch-Up Contributions are not eligible for Matching Contributions.

In addition, upon returning from leave for qualified military service, you may make up 401(k) Contributions you otherwise could have made while on leave. The Company will make matching contributions for these amounts, up to the applicable limits discussed below.

After you begin participating in the Plan, you may change your contribution level or stop contributions at any time, effective one to two pay periods following your election change. To make any changes in the level of your contributions or to stop your contributions, you must call Fidelity at its toll-free number: 1-800-410-2363 or through Fidelity's NetBenefits site at www.netbenefits.com/oracle.

Salary Deferral and Roth Contributions are automatically deducted from your paycheck through a regular payroll deduction each pay period. You cannot send a personal check for deposit to your 401(k) account, except in connection with a Rollover Contribution (see below).

Your contributions go directly into the Plan rather than into your paycheck. You should see these contributions post in your 401(k) account approximately two to five business days following the close of the pay period. Since Salary Deferral Contributions are not “paid” to you, they are not considered income and you do not pay current federal or, in most cases, state income taxes on them. Your contributions, however, are subject to FICA taxes. The tax advantage to you is explained in more detail in section “What are the Tax Advantages of Saving in the Plan?”



Important Note: Though this Summary Plan Description sometimes uses the phrase “your contributions,” to describe Salary Deferral and Roth Contributions and states that Salary Deferral and Roth Contributions are made on your behalf, for federal tax purposes these contributions are deemed to be made by the Company.

Matching Contributions

An employee must be actively contributing to the Plan in order to receive Matching Contributions. Matching Contributions are made on a per pay period basis. For each pay period, the Matching Contribution is equal to 50% of your first 6% in 401(k) Contributions (i.e., your Salary Deferral and Roth Contributions that do not exceed 6% of your compensation for that pay period). (See “How is Compensation Defined for Plan Purposes?” for the definition of “compensation”) Catch-Up Contributions and After-Tax Contributions are not eligible for Matching Contributions. The maximum match is 3% of your compensation for each pay period in which you are actively contributing. The total annual matching contribution made by the Company will not exceed \$5,100 for each employee.

Some employees will reach the IRS maximum contribution limit of \$23,500 in 2025 (refer to “Are There Any Limits on Contributions?”) before the end of the calendar year. These employees will continue to receive a match as they are considered active participants in the Plan. This will be done by assuming that their Salary Deferral and Roth Contributions continue until the end of the year (or until they would otherwise stop) at the percentage rate they had elected, until the maximum match amount under the terms of the Plan has been reached. An employee who voluntarily chooses to stop both his/her Salary Deferral Contributions and Roth Contributions for some period of time during the year prior to reaching the contribution limit will not receive the Company match during the period of time they are not contributing.

After-Tax Contributions

In addition to your Salary Deferral and/or Roth Contributions, the Plan accepts After-Tax Contributions from 1% to 20% of your eligible compensation in whole percentage points. You may start, stop, and change your After-Tax deduction rate at any time. For 2025, the maximum amount of After-Tax Contributions that you may contribute is \$41,400 (subject to change per annual cost-of-living adjustments). After-Tax Contributions are taxed before they go into the Plan. Only the earnings on your After-Tax Contributions will be taxed when you receive a distribution. After-Tax Contributions are not eligible for Matching Contributions.

Rollover Contributions

If you participated in a qualified plan maintained by a prior employer, you may be able to roll over a distribution from the other plan to this Plan in a direct transfer, or through the use of a special “conduit” individual retirement account (“IRA”), or by depositing the distribution you receive with this Plan within a specified period. However, the Plan will only accept a Rollover Contribution that is attributable to Roth contributions or after-tax contributions pursuant to a direct transfer. Rollovers are subject to a number of technical requirements. Only a distribution that meets the Internal Revenue Code’s requirements for an “eligible rollover distribution” may be rolled over to this Plan. An “eligible rollover distribution” is defined generally to mean a distribution that is not one of a series of substantially equal periodic

payments made over your life expectancy, the joint life expectancy of you and your beneficiary, or a specified period of ten years or more.

In addition, if you intend to make a Rollover Contribution to this Plan of amounts you have received from another qualified plan or a conduit IRA, federal tax law requires that you make the Rollover Contribution within 60 days from the date you receive your distribution from your prior employer's plan or special conduit IRA. In order to comply with this 60-day requirement, Fidelity **must** receive your distribution and the Incoming Rollover Contribution Application no later than 45 days after you receive your distribution.

You may invest your Rollover Contribution in a manner different than that of your other contributions. In order to do so, you must complete the Incoming Rollover Contribution Application with your check indicating how you would like the funds to be invested. Rollovers are valued in the same way as other contributions made to the Plan. Plan valuation is explained in more detail in "How is My Account Valued on Distribution?" Any taxes on your Rollover Contribution and its investment earnings will be deferred until you receive a distribution of these amounts from the Plan. Please contact Fidelity for more information on making a Rollover Contribution.

In-Plan Roth Conversions

You or your surviving spouse, if applicable, may convert all or a portion of your Account that is 100% vested (including your After-Tax Contribution Account) into Roth Contributions. Plan loans may not be converted. Any portion of your Account that is invested in the self-directed brokerage option must be liquidated and transferred to one of the investment funds offered under the Plan prior to the conversion. The amount converted is generally taxable income to you in the year of the conversion (with respect to After-Tax Contributions, only the earnings will be taxable). There is no withholding, so you may need to pay quarterly estimated taxes to the IRS. Please call Fidelity at 1-800-410-2363 to make an in-plan Roth conversion.



Important Note: Once an in-plan Roth conversion is completed, the transaction cannot be unwound. Accordingly, you should consult with the Internal Revenue Service or your tax advisor before electing an in-plan Roth conversion.

What Are the Tax Advantages of Saving in the Plan?

Saving through the Plan offers you significant tax advantages. There are important differences between the tax advantages you receive from Salary Deferral Contributions and the advantages you receive from Roth Contributions.

Salary Deferral Contributions

You pay no current federal or in most cases, state income taxes on your Salary Deferral Contributions or on any investment earnings on those contributions. Since state laws vary you should consult your tax advisor for the laws of your state. Your Salary Deferral Contributions go directly into the Plan instead of your paycheck, which reduces your taxable income. Essentially the Plan defers taxes. Your Salary Deferral Contributions are not subject to federal or state income taxes until they are distributed to you; thus, your earnings grow tax-free while you are in the Plan. However, you do pay FICA employment taxes on your Salary Deferral Contributions. Generally, as with the initial contribution, investment earnings are also not currently taxed. You will be taxed on the initial contribution, and the investment earnings, only when you receive them in a distribution (or in-service withdrawal) from the Plan.

The following example, for illustration purposes only, represents the tax deferral advantage for a hypothetical single California employee. We assume in this example that the employee pays 25% federal income tax and 9.3% California state income tax. This employee has \$75,000 federal and California taxable income prior to deductions. During the year, the employee contributes 6% of pay (\$173.08 per pay period or \$4,500 per year). By saving in the Plan, this employee realizes a tax deferral advantage of \$1,543.50.

EXAMPLE	Federal	California
Reduction in taxable income:	\$4,500	\$4,500
Reduction in income taxes:	\$1,125	\$418.50

The table represents merely an example based on the specified facts and will not apply to everyone. Tax deferrals will vary based on your income, marital status and other factors. You should note that depending on your income, your participation in the Plan may limit the ability of you and your spouse to make deductible contributions to an IRA. Accordingly, you should consult with the Internal Revenue Service or your tax advisor before making IRA contributions.

The Company receives a tax deduction for Federal and state income tax purposes for contributions that it makes to the Plan.

Roth Contributions

You receive a less significant *current* tax benefit from making Roth Contributions than you do from making Salary Deferral Contributions. You will pay federal and state income taxes and FICA employment taxes on your Roth Contributions, but the investment earnings on those are *not* currently taxed. However, when you receive a “qualifying distribution” from your Roth Contribution Account, you will pay no taxes on either the amount you contributed, *or* the earnings. Unlike Salary Deferral Contributions, where the earnings are taxed upon distribution, you will not pay taxes on the earnings in your Roth Contribution Account either before or after distribution. Generally, a qualifying distribution is a distribution made after the end of the 5-taxable-year period beginning in the first taxable year you made Roth Contributions and that the distribution is also made on or after the date of your death, disability, or after you reach age 59½.

Because of the differences in taxation between Salary Deferral Contributions and Roth Contributions, you should discuss your situation with your tax and/or financial advisor before making any decisions concerning Roth Contributions.

How is Compensation Defined for Plan Purposes?

For purposes of the Plan, “compensation” means your total cash compensation from the Company, including base salary, commissions, overtime pay, bonuses and shift differentials. The term compensation also includes any Salary Deferral, Roth Contributions, and After-Tax Contributions you make to the Plan and any contributions you make under the Company’s flexible benefit plan. The term compensation does **not** include:

- amounts that receive special tax treatment, such as the exercise of stock options or the vesting of restricted stock units,
- payments made pursuant to the Company’s long-term disability plan, short-term disability plan, and California voluntary disability and paid family leave plan,
- payments received as severance,
- payments or compensation made after your termination date, and
- amounts contributed to the Company’s deferred compensation plan.

In addition, the Internal Revenue Code requires any amounts in excess of a specified dollar limit (\$350,000 for 2025) to be excluded from the definition of compensation. When determining your compensation for the purposes of this dollar limit, certain amounts of post-termination compensation will be taken into account if the compensation is paid to you within a specified period of time after termination. This post-termination compensation must be compensation that would have been paid to you if you had remained employed and must also meet certain other requirements.

Are There Any Limits on Contributions?

Annual Dollar Limit on Salary Deferral and Roth Contributions

Federal tax laws limit the maximum amount of 401(k) Contributions you can make in any calendar year. This includes Salary Deferral and Roth Contributions you make under this Plan and 401(k) Contributions you make under the plans of any other employer. This limit applies only to 401(k) Contributions, not to earnings on any contributions or to any Matching Contributions. The amount of the limit may be adjusted annually by the Internal Revenue Service. For 2025, the limit is \$23,500. The IRS annual dollar limit for 401(k) contributions will increase periodically for cost-of-living adjustments.

If your Salary Deferral and Roth 401(k) Contributions under this Plan exceed this dollar limit in any year, the excess (increased by any earnings or reduced by any losses attributable to the excess through the end of the plan year) will be automatically distributed to you by April 15 of the year following the year of contribution. If you participated in a 401(k) plan of another employer during the year and the sum of your Salary Deferral and Roth Contributions under this Plan and your 401(k) Contributions under the plan of the other employer exceed the annual dollar limit, you must notify the Plan Administrator by April 1 of the year following the year of contribution (or by such other time as prescribed by the 401(k) Committee) by providing copies of all your Form W-2s for the applicable tax year. If you fail to notify the Plan Administrator in time, the excess amounts will not be distributed and will be taxed both in the year of contribution and in the year of distribution. Any distribution of excess amounts and earnings on the excess amounts will be taxable to you, but will not be subject to the 10% federal penalty tax described in "How Are Benefits Taxed?" To prevent an excess contribution, you are encouraged to complete the 401(k) Prior Contribution Form located under the Forms section at <https://mysites.oracle.com/hr-benefits-us/resources/forms.html> and submit the completed form to Oracle Payroll shortly after you commence employment with the Company.

Nondiscrimination Rules

The Plan also must pass nondiscrimination requirements of federal tax laws. These tests are designed to ensure that Plan benefits for highly compensated employees are not disproportionate relative to the benefits for employees who are not highly compensated. If the Plan does not pass these tests, 401(k) Contributions and/or Matching Contributions may be distributed to affected highly compensated employees, along with any earnings (or reduced by any losses) attributable to the excess amounts.

Overall Limits

Federal tax laws also impose an overall limit on the amount of all contributions (including Salary Deferral Contributions, Roth Contributions Matching Contributions, and After-Tax Contributions) that may be allocated to a participant's Account in any year. Generally, the amount allocated to your Account is limited to the lesser of 100% of your compensation or the dollar limit set by the Internal Revenue Service. For 2025, the limit is \$70,000.

Will I Have a Separate Account in the Plan?

When you become a participant in the Plan, up to five accounts may be established in your name. Your accounts will reflect contributions and investment earnings on those contributions. The value of your accounts may decrease due to investment losses.

Deferral Account

All Salary Deferral Contributions, made on your behalf, and any earnings (or losses) on Salary Deferral Contributions will be allocated to your Deferral Account.

Roth Contribution Account

All Roth Contributions made on your behalf, and any earnings (or losses) on Roth Contributions will be allocated to your Roth Contribution Account.

Matching Contribution Account

Any Matching Contributions made by the Company on your behalf and any earnings (or losses) on Matching Contributions will be allocated to your Matching Contribution Account.

After-Tax Contribution Account

All After-Tax Contributions, made on your behalf, and any earnings (or losses) on After-Tax Contributions will be allocated to your After-Tax Contributions Account.

Rollover Account

Any Rollover Contribution you make and any earnings (or losses) on Rollover Contributions will be allocated to your Rollover Account.

All five accounts will be collectively referred to as your “Account.”

Account Statements

You may access your statements online through Fidelity's NetBenefits site at www.netbenefits.com/oracle at any time. Through the online feature, you will be able to access up to ten years of history for your 401(k) Account. In addition to quarterly statements, you also have the option to view your Account history in various time periods. Should you require history beyond ten years, you may request the information by calling Fidelity directly. The statements will show your contributions, results of the investments, and your rate of return. Once you have accessed your Account online, you will not receive mailed statements unless you specifically request Fidelity to send them. You may request statements mailed to you by calling Fidelity at 1-800-410-2363 or on the [NetBenefits site](#) by changing your statement preference.

How Are Contributions Invested?

Amounts contributed to the Plan are invested in the Plan's trust fund. You choose how you want your contributions invested. The Plan offers you the choice of investing in a wide range of professionally managed investment options as well as in Oracle Common Stock (the “Oracle Stock Investment Option”) and a self-directed brokerage option. You may invest in one or any combination of these options in multiples of 1%, totaling 100%. For example, you may invest 35% in one option and 65% in another; or 4% in one option, 16% in another option and 80% in a third; or 100% in a single investment option. If you do not make an investment election, your Account will automatically be invested 100% in the Vanguard® Target Retirement Fund that is appropriate for your age group based on your date of birth and an assumed retirement age of 65.

Changing Your Investment

To change the investment of your Account as of any business day, access your account online via [NetBenefits](#) or call Fidelity toll-free at 1-800-410-2363. Your investment change will be processed the same day if you conduct the change before 4:00 p.m. Eastern Time (1:00 p.m. Pacific Time). Requests made after that time will be processed as of the next business day's closing price. You may separately direct the investment of your existing Account balance and your future contributions. The minimum you may exchange between funds is \$250.00. Some of the funds offered in the Plan may charge short-term trading fees. Funds that charge short-term trading fees indicate the percentage of the fee as well as any additional terms when you request an exchange into the fund.

The Plan also monitors for excessive trading within its core investment funds in accordance with the Fidelity Excessive Trading Policy (the "Policy"). Excessive trading can be harmful to an investment fund and its shareholders by diluting share values, increasing fund transaction costs, interfering with the fund's portfolio management, causing the fund to incur taxable gains and forcing funds to hold excess levels of cash in order to maintain sufficient liquidity to accommodate shareholder exchange activity. Participant-initiated exchanges in excess of \$1,000 are monitored to identify participants who exchanged into and out of the same fund within a 30-day period (a "round trip"). If you complete a round trip, you will be sent a warning letter. If you complete another round trip within 90 days, you will be blocked from making exchanges into the impacted fund for 85 days. Upon release of your fund-specific block, if you complete another round trip involving the same fund within 12 months, another 85 day block on exchanges into that fund will be automatically triggered. Four round trips across all funds that are subject to the Policy within a rolling 12 month period will trigger a 12 month account level exchange block (you are allowed one day per calendar quarter to make exchanges into blocked funds) to your Account. Once the 12 month account level exchange block expires, any additional round trip in any fund subject to the Policy in the next 12 months will trigger another 12 month account level exchange block.



Important Note: You are expected to comply with federal and state securities laws in all transactions involving Oracle Common Stock. You are prohibited from using material nonpublic information when directing investments to or from the Oracle Stock Investment Option. Please refer to the [Oracle Insider Trading Policy](#) (available on the [Oracle Legal Department website](#)) for a detailed discussion of the Oracle policy prohibiting insider trading.

What are the Investment Options Under the Plan?

The Plan offers a wide range of professionally managed investment options, a self-directed brokerage option, as well as the opportunity to invest in Oracle Common Stock. The 401(k) Committee chooses the investment options offered under the Plan with the assistance of an independent investment advisor. The 401(k) Committee monitors the investment options and may remove or replace any of them from time to time. You will be notified if the investment options change. Detailed descriptions and prospectuses on the investment options as well as the Participant Disclosure Notice are available at no charge from Fidelity toll-free at 1-800-410-2363 or at www.netbenefits.com/oracle. The Participant Disclosure Notice is also available on the Oracle U.S. Benefits 401(k) website at [https://mysites.oracle.com/hr-benefits-us/financial-security/401\(k\)-plan.html](https://mysites.oracle.com/hr-benefits-us/financial-security/401(k)-plan.html). You should consider that investment option information to be part of this Summary Plan Description.

The investment options have different investment objectives, which are explained in the disclosure materials that are available to you. The different investment options provide a range of risk, liquidity, and investment return opportunities. No one, including the Company or the 401(k) Committee, recommends any investment option over any other. You will need to assess what investment options meet your objectives. Your selection of investment options should take into

account your personal financial situation, including your total assets and investments both inside and outside the Plan and how long you intend to have the funds invested.

Participation in the Plan involves all of the risks of securities ownership. The performance of the investment alternatives offered by the Plan depends on a number of variables, including future interest rates and the performance of the economy. If the market price of Oracle Common Stock or the value of the investments held in the other fund options goes down, the value of your Accounts could be worth less than the amount you contributed to them. **Oracle cannot and does not guarantee Plan participants against loss, and your investments in the Plan are not insured.**

Professional Management

Professional Management is a professionally-managed account service provided by Financial Engines Advisors, LLC ("Edelman Financial Engines" or "EFE"), a registered investment adviser. EFE is required to act as a fiduciary in your best interest when managing your Plan investments. EFE takes discretionary action to manage your Plan investments for you, which means that EFE makes decisions and will transact on your Account balance. You will not be able to make any exchanges among the investment options or otherwise direct the management of your Account, except for the portion of your Account invested in the self-directed brokerage option.

Fees for Professional Management are calculated and deducted quarterly from your Account. The quarterly fee is based on your average assets under Professional Management. Generally, the fees are charged after the end of each quarter based on your average Account balance for the calendar quarter.

Professional Management fees are tiered based on your Account balance, excluding any investments in a self-directed brokerage option, as follows:

- Up to \$100,000 - 0.28%
- Between \$100,000.01 and \$250,000 - 0.23%
- Between \$250,000.01 and \$750,000 - 0.19%
- Greater than \$750,000 - 0.15%

Fees listed above are annual fees and deducted quarterly from your Account.

There is no guarantee provided by any party that participation in Professional Management will result in a profit. Investments involve risk, including the risk that your investments could lose money.

For more information about Professional Management, or to enroll, go to EdelmanFinancialEngines.com/forOracle or call an EFE representative at 1-800-601-5957, Monday through Friday, from 8:00 a.m. to 8:00 p.m. Central Time.

Oracle Stock Investment Option

The Plan requires that Oracle Common Stock be provided as an investment option under the Plan. Therefore, the Oracle Stock Investment Option will remain an option unless Oracle amends the Plan to remove the Oracle Stock Investment Option. The Company will not provide financial or other information to Plan participants that it does not otherwise provide to the public.

The Oracle Stock Investment Option is a nondiversified unitized stock fund that invests solely in Oracle Common Stock, with a small portion of its assets in cash or cash equivalents to provide liquidity for withdrawals and transfers out of the fund. The Oracle Stock Investment Option is valued using unit accounting. When you invest in the Oracle Stock

Investment Option, you do not directly own shares of Oracle Common Stock. Each unit that you own represents a portion of your ownership in the Oracle Stock Investment Option. The unit price will vary from the share price of Oracle Common Stock on any given day. The Trustee buys shares of Oracle Common Stock in the open market. Shares are also purchased from Plan participants who transfer their Accounts out of the Oracle Stock Investment Option or who take distributions or withdrawals from the Oracle Stock Investment Option in the form of cash. With respect to investment in the Oracle Stock Investment Option, you should be aware that there is a risk to holding a substantial portion of your assets in the securities of one company since individual securities tend to have wider price swings, up and down, in short periods of time than investments in diversified funds. You may also wish to consider whether investing in the Oracle Stock Investment Option is appropriate if you also participate in the Oracle Employee Stock Purchase Plan or receive Oracle stock options or restricted stock units in connection with your overall compensation.

You are permitted to trade daily in the Oracle Stock Investment Option. However, if you are in possession of material, non-public Company information (also called “inside information” – in other words, information that a reasonable investor would consider important in the decision to buy, hold, or sell securities, but which has not yet been made public), you are prohibited by federal securities laws and Company policy from trading in the Oracle Stock Investment Option until the information has become public. If you are an executive officer of the Company, additional restrictions apply to your transactions involving the Oracle Stock Investment Option.

You are not required to invest any portion of your Account in the Oracle Stock Investment Option. It is your choice whether to invest any amount in the Oracle Stock Investment Option.

If any portion of your Account is invested in the Oracle Stock Investment Option, you will receive the annual reports, proxy statements, and certain other materials that the Company regularly sends to all of its shareholders. You have the right to vote the equivalent shares of Oracle Common Stock held for your benefit under the Plan because of your investment in the Oracle Stock Investment Option or exercise other shareholder ownership rights. If you choose not to vote your shares, they will remain unvoted (or untendered if there was a tender offer). The confidentiality of your voting and exercise of tender and similar rights is protected by the following procedures. Your proxy card showing how you voted should be submitted to the proxy tabulation company in accordance with the instructions included in your proxy materials. This company, which is independent of Oracle, adds up the votes and sends the numeric results (with no individual identifying information) to Oracle in time for the annual meeting of Oracle’s shareholders.

The Plan does not distribute to participating employers or their employees information related to whether you have decided to hold, purchase, or sell Oracle Common Stock held in the Plan, unless required to comply with applicable law or efficiently administer the Plan. The confidentiality of any voting instructions that you give, and instructions to buy or sell share of Oracle Common Stock, and your holdings in Oracle Common Stock, will be held in confidence by authorized Oracle employees and by the trustee. This information will not be given out to any director, officer, or unauthorized Oracle employee, or to any other unauthorized person, except as required by law or as necessary to administer the Plan or policies of the Company. Your investment instructions, various reports to you and various reports filed with governmental or regulatory agencies are processed through the Oracle U.S. Benefits. Accordingly, for necessary administrative reasons, a limited number of employees will have authorized access to information relating to your individual holdings in Oracle Common Stock, but they have been properly instructed regarding the confidentiality of stock holdings and investment transactions.

Your Diversification Rights

The Plan allows you to move amounts invested in the Oracle Stock Investment Option into other investment options under the Plan at any time.* Also, the Plan does not limit the amount that you may invest in the Oracle Stock Investment Option nor does it require you to invest in the Oracle Stock Investment Option. If you decide to diversify out of the Oracle Stock Investment Option, all of the investment options under the Plan are available to you. The Company encourages you to diversify your retirement savings.

To help achieve long-term retirement security, you should give careful consideration to the benefits of a well-balanced and diversified investment portfolio. Spreading your assets among different types of investments can help you achieve a favorable rate of return, while minimizing your overall risk of loss. This is because market or other economic conditions that cause one category of assets, or one particular security, to perform very well often cause another asset category, or another particular security, to perform poorly. If you invest more than 20% of your retirement savings in any one company or industry, your savings may not be properly diversified. Although diversification is not a guarantee against loss, it is an effective strategy to help you manage investment risk.

In deciding how to invest your retirement savings, you should take into account all of your assets, including any retirement savings outside of the Plan. No single approach is right for everyone because, among other factors, individuals have different financial goals, different time horizons for meeting their goals, and different tolerances for risk. Therefore, you should carefully consider these diversification rights and how these rights affect the amount of money that you invest in Oracle Common Stock through the Plan.

It is also important to periodically review your investment portfolio, your investment objectives, and the investment options under the Plan to help ensure that your retirement savings will meet your retirement goals.

*Certain officers, directors or principal stockholders of the Company may be restricted by securities law in making transfers into and out of the Oracle Stock Investment Option and in receiving distributions of Oracle Common Stock from the Oracle Stock Investment Option.

Compliance with Section 404(c) of ERISA

The Plan is intended to constitute a plan described in Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA") and title 29 of the Code of Federal Regulations Section 2550.404c-1. As a result, the fiduciaries of the Plan may be relieved for any losses that are the direct and necessary results of your investment elections.

You will be given the following investment information required under Section 404(c) of ERISA in the annual Participant Disclosure Notice provided by Fidelity (available at www.netbenefits.com/oracle and on the Oracle U.S. Benefits 401(k) website at [https://mysites.oracle.com/hr-benefits-us/financial-security/401\(k\)-plan.html](https://mysites.oracle.com/hr-benefits-us/financial-security/401(k)-plan.html)):

- *Plan-Related: General Information.* General investment instructions and limitations, including brokerage windows.
- *Plan-Related: Administrative Expenses.* Explanation of fees and expenses for services provided on a plan-wide basis that may be charged to individual accounts.
- *Plan-Related: Individual Expenses.* Explanation of fees and expenses for services provided on an individual basis that may be charged to individual accounts.
- *Plan-Related: Fees Actually Charged.* Dollar amount and description of administrative and individual fees and expenses actually charged to individual accounts. This information is provided on your Account statement.

- *Investment-Related: Specifics for Each Option.* Specific identifying, performance, fee and expense, and benchmark information for each investment option.
- *Investment-Related: Website and Glossary.* Website information for each investment option and glossary of terms.

In addition, for purposes of directing the investment of your Account, you may obtain, upon request, the following information from Fidelity by calling 1-800-410-2363:

- Copies of any prospectuses or similar documents relating to investment alternatives that are not registered mutual funds (e.g., fund fact sheets).
- Copies of any financial statements or reports, such as statements of additional information and shareholder reports, and of any other similar materials relating to the investment alternatives available under the Plan, to the extent such materials are provided to the Plan.
- The value of a share or unit of each designated investment alternative available to you under the Plan as well as the date of the.
- This information is contained in either the fund prospectuses or annual reports.

How is Investment Income Allocated Under the Plan?

Your Account is valued after the close of every business day (4:00 p.m. Eastern Time, 3:00 p.m. Central Time or 1:00 p.m. Pacific Time). As of each daily valuation date, the Trustee will determine the net fund investment gain or loss of each investment alternative. The net fund investment gain or loss will include, where applicable, interest, dividends, unrealized gains or losses, realized gains or losses, and adjustments for any applicable expenses. The Plan uses a pooled accounting method as opposed to having individual participant accounts. As a result, your portion of the net fund investment gain or loss of each alternative will be allocated to your Account balance in the same ratio as that of your total Account balance to the total of all participants' Account balances invested in that alternative.

How Are Revenue Credits Allocated?

Some mutual fund companies may make payments to service providers for recordkeeping and shareholder services related to their funds offered in the Plan. This arrangement is sometimes referred to as revenue sharing and does not increase the expense ratios you see for your investment options. Revenue credits are allocated to those participants who have invested in the funds that provide an offset (revenue credit-eligible participants). On a quarterly basis, a revenue credit will be allocated on a pro rata basis to the accounts of these revenue credit-eligible participants. If you do not invest in any of those funds, you will not receive a credit. For more information and to see the mutual funds that provide an offset, see the Revenue Credit Allocation document available at www.netbenefits.com/oracle under Plan Information and Documents.

How is Oracle Common Stock Valued Under the Plan?

The fair market value of a share of Oracle Common Stock as of any date will be:

- the closing price of Oracle Common Stock on that date, as reported by the NYSE national market system (or other stock exchange on which it is reported) and published in The Wall Street Journal, or if no report is available for that date, on the next preceding date for which a report is available; or
- if Oracle Common Stock is listed on neither the NYSE national market system nor any other exchange, as determined in good faith by the 401(k) Committee as of each valuation date, based on generally accepted methods of valuing similar securities for purposes of arm's-length transactions.

In making such determinations the 401(k) Committee may rely upon a valuation made by an independent party who is experienced in valuing similar securities.

A small portion of the value of your Account in the Oracle Stock Investment Option may be held in cash or cash equivalents. This cash cushion helps to protect the investment alternative from being affected by cash payouts from the Oracle Stock Investment Option.

What is Vesting?

Vesting means that you have a nonforfeitable right to the amounts in your Account. You are at all times 100% vested in the amounts in your Deferral Account, your Roth Contribution Account, your After-Tax Contribution Account, and your Rollover Account.

If you complete an Hour of Service after January 1, 2000, the amounts in your Matching Contribution Account are subject to the following vesting schedule:

Years of Vesting Service Completed	Amount Vested After Completion
One Year	25%
Two Years	50%
Three Years	75%
Four Years	100%

You also will become 100% vested in your Matching Contribution Account if you attain Normal Retirement Age (see "What is the Plan's Normal Retirement Age?") while employed by the Company, die while performing qualified military service, or die or become disabled, as determined by the Social Security Administration, while employed by the Company. If you terminated employment before January 1, 2000, you are subject to the Plan's prior vesting schedule.

If a portion of your Account balance was transferred to the Plan from the PeopleSoft, Inc., 401(k) Plan and any part of that transferred balance was originally from the Intrepid Systems, Inc. 401(k) Plan, or if a portion of your Matching Contributions Account was transferred from the Retek, Inc. 401(k) Plan, different vesting rules may apply to these transferred balances. Contact the Plan Administrator for additional information concerning your vested Account balance if a portion of your Account balance was transferred from one of these plans.

If you became an employee of the Company as a result of Oracle's acquisition of Decisioneering, Inc., and you were credited with three or more years of vesting service as of December 15, 2008 in the Decisioneering 401(k) Plan, and you were employed with the Company on December 15, 2008, you will always be 100% vested in your Matching Contributions Account under the Plan.

If you became an employee of the Company as a result of Oracle's acquisition of Sun Microsystems, Inc. on February 15, 2010, you will always be 100% vested in your Matching Contributions Account under the Plan.

If you became an employee of the Company as a result of Oracle's acquisition of Cerner Corporation on October 1, 2022, you will be subject to the following vesting schedule in your Matching Contributions Account under the Plan: less than 1 year (0%), 1 year (50%), 2 years or more (100%).



Important Note: Even though you are vested in your Account, you may still lose amounts in your Account because of investment losses in the funds that you have selected.

The manner in which Years of Vesting Service are counted for purposes of determining your vested percentage is discussed in “What is Vesting?”

How Are Forfeitures Handled?

If you stop working before you are 100% vested in your Matching Contribution Account, you will forfeit the portion of your Account in which you are not vested as follows:

No Distribution. If you do not receive a distribution from your Matching Contribution Account upon your termination of employment, when you incur five consecutive One-Year Breaks in Service, then you will permanently forfeit the portion of your Matching Contribution Account in which you were not vested at the time of your termination of employment.

Distribution Received. If you receive a distribution from your Matching Contribution Account upon your termination of employment with the Company, the unvested portion of your Matching Contribution Account will be forfeited. If the Company later reemploys you, you may elect to repay your distribution to the Plan. In that case, the amount of your Account that was forfeited when you received your distribution will be reinstated. Any years of service that you earn after your reemployment will count in determining the vested percentage of the reinstated amount. You must make the repayment before the earlier of:

- five years after your reemployment date, or
- the date you incur five consecutive One-Year Breaks in Service following the date of the distribution.

A “One-Year Break in Service” is a twelve-consecutive month period of separation. An “Hour of Service” is an hour for which you are compensated, and is discussed further in “How Are Years of Service Counted Under the Plan?”

Example: On December 15, 2024, you are 25% vested in your Matching Contributions and 100% vested in your Salary Deferral Contributions of \$10,000. The amount of Matching Contributions credited to that Account is assumed to be \$4,000. Were you to terminate employment on that date and receive the vested portion of the Matching Contribution Account (\$1,000), you would forfeit the rest of the Matching Contribution Account (\$3,000). However, should you return to employment within 60 months and repay the \$11,000 you previously received, consisting of the \$10,000 in Salary Deferral Contributions and the \$1,000 in Match Contributions, the Company will restore the Matching Contribution Account to the full \$4,000 balance credited at the time of the earlier distribution, provided you make the repayment before the earlier of five years after your reemployment date or the date you incur five consecutive One-Year Breaks in Service following the date of the distribution.

The Plan uses forfeitures to pay Plan expenses, correct errors in participant accounts, restore forfeitures of returning participants, or reduce the amount Oracle must pay to the Plan with respect to Matching Contributions.

How Are Years of Service Counted Under the Plan?

The vested percentage of your Matching Contribution Account is based on your “Years of Vesting Service” under the Plan. You will be credited with one year of service for each consecutive or non-consecutive 12-month period beginning on the first date that you perform an Hour of Service. If you separate from service and are rehired within a 12-month period, any period of less than 12 consecutive months during which you do not perform an Hour of Service will be counted when computing your years of service. A 12-month (or longer) period of separation will not be counted when computing years of service.

You will also be credited with Years of Vesting Service for time spent if you take leave for qualified military service.

Individuals transferring from the United States to another Oracle foreign subsidiary will be credited with years of service performed at the Oracle entity. Such individuals will remain participants in the Plan for vesting purposes.

Individuals transferring into the United States from another Oracle foreign subsidiary will be credited with Years of Vesting Service performed at the Oracle foreign subsidiary. Such individuals will be credited with prior Years of Vesting Service for vesting purposes.

Certain special rules may apply concerning crediting of Years of Vesting Service if you become an employee of the Company as a result of Oracle's acquisition of all or part of another company.

Can I Borrow From The Plan?

The Plan is designed for long-term savings. In return for the tax advantages of the Plan, the IRS restricts withdrawals from the Plan while you are employed by the Company. However, federal law allows access to your account under certain limited circumstances. When you take out a loan, you keep the initial tax advantages of the Plan since you do not pay income taxes or penalty taxes on the money you borrow.

The following rules apply to loans from the Plan:

- The 401(k) Committee administers the loan program.
- You may borrow from the Plan for any reason.
- Each loan will have a \$35 one-time loan application fee. Each loan also will have a \$15 yearly maintenance fee. The loan application fee and yearly maintenance fees will be automatically deducted quarterly from the most conservative investment fund in which your Account is invested. Fidelity will determine which fund is the most conservative.
- To apply for a loan, you should call Fidelity at 1-800-410-2363 or log onto Fidelity's NetBenefits site at www.netbenefits.com/oracle. You should follow the instructions given to you by Fidelity to receive your loan check and loan documents. Repayment begins via payroll deduction one to two pay periods following the date on which the loan is made.
- You may borrow from \$1,000 to \$50,000, depending on the current value of your vested Account, as shown on the following chart:

Vested Account Balance	Maximum Loan Amount
Under \$2,000	No loan available
\$2,000 to \$100,000	The lesser of 50% of vested account balance or \$50,000, less the highest outstanding loan balance of the last 12 months
Over \$100,000	\$50,000, less the highest outstanding loan balance of the last 12 months

- The smallest amount you may borrow is \$1,000 and, depending on your vested Account balance, the largest is \$50,000. The \$50,000 loan maximum is reduced by the dollar amount of the highest loan balance you had outstanding in the preceding 12 months.

- You may have only one loan outstanding at any time unless you had a loan transferred to the Plan as a result of the acquisition by Oracle of your former employer and you already had a loan under the Plan, in which case you may have two loans outstanding until one of the loans is paid in full.
- There is a 21-day wait period between consecutive loans.
- Your loan must be fully secured at all times. You must use as security 50% of your vested Account as of the date coinciding with the date of the origination of your loan. You may choose a period of up to five years to pay back the loan. However, you may have up to 10 years to repay if the loan is to purchase your principal residence.
- The interest rate will be the Prime Rate, as published in the Wall Street Journal, on the first day of the month in which you contact Fidelity to request a loan, plus two percent. The interest you pay is credited to your Account and is not deductible for tax purposes.
- The loan will be made from the investment options in proportion to the manner your Account is invested.
- If you are an active employee, you pay back your loan through bi-weekly payroll deductions.
- There is no prepayment penalty if you prepay all of the then outstanding principal balance of your loan, and partial repayments are accepted. You may prepay (or make partial payments) by certified check, cashier's check, money order or through the Electronic Fund Transfer (EFT) process on Fidelity's NetBenefits site at www.netbenefits.com/oracle. If you have an outstanding loan balance and you take a temporary leave of absence from the Company, you must continue making monthly payments on your outstanding loan balance in a manner prescribed by the Plan Administrator, unless you take leave for qualified military service, in which case your loan payments may be suspended.
- If you leave the Company, you will be permitted to continue to make loan repayments by certified check, cashier's check, money order or EFT.
- Your loan will be in default if (i) a payment remains unpaid by the last business day of the calendar quarter that follows the quarter in which the payment was originally due or (ii) prior to repayment in full, you request a full distribution from the Plan following termination of employment. In the case of a defaulted loan, you must pay ordinary income taxes on the amount of the defaulted loan. The amount of the defaulted loan may also be subject to a 10% penalty tax for early withdrawal; in some states, additional penalties may apply.
- If you have an outstanding loan at the time of your death, your beneficiary may assume your loan obligation and make repayments in accordance with the specific repayment period of your loan.
- For more information regarding Plan loans, you should refer to the [Loan Policy Document](#), which is available on the Oracle U.S. Benefits 401(k) website at [https://mysites.oracle.com/hr-benefits-us/financial-security/401\(k\)-plan.html](https://mysites.oracle.com/hr-benefits-us/financial-security/401(k)-plan.html) and at Fidelity's NetBenefits at www.netbenefits.com/oracle or you can call Fidelity at 1-800-410-2363.

May I Withdraw Amounts from The Plan While I Am Employed?

While you are employed by the Company, you may withdraw amounts from your Account under the circumstances described below.

Hardship Withdrawals

If you have a "financial hardship" as defined below, you may make a withdrawal from your Account in an amount necessary to satisfy your financial hardship. A distribution will be treated as necessary to satisfy your immediate and heavy financial need only to the extent that the amount of the distribution is not in excess of the amount required to relieve your financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution). A distribution is not treated as necessary to satisfy your immediate

and heavy financial need unless you have obtained all other currently available distributions under the Plan and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Company. In order to receive a hardship distribution, you must certify that you have insufficient cash or other liquid assets reasonably available to satisfy the need. All vested amounts in your Account may be withdrawn on account of financial hardship. You are limited to three (3) hardship withdrawals per calendar year.

Hardship withdrawals are only permitted for the following reasons:

- Expenses directly relating to the purchase of your principal residence, but not mortgage payments;
- Prevention of eviction from or foreclosure on your principal residence;
- Tuition, related educational fees, and room and board expenses, for the next twelve months of post-secondary education for you, your spouse, your children, your dependents (as defined in Section 152 of the Code, without regard to Sections 152(b)(1), (b)(2) and (d)(1)(B) of the Code) or your primary beneficiary;
- Expenses for (or necessary to obtain) medical care for you, your spouse, your dependents or your primary beneficiary;
- Payments for burial or funeral expenses for the Participant's deceased parent, spouse, children, your dependents (as defined in Section 152 of the Code, without regard to Section 152(d)(1)(B) of the Code), or your primary beneficiary;
- Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to Section 165(h)(5) of the Code and whether the loss exceeds 10% of adjusted gross income);
- A financial need that has been identified as a deemed immediate and heavy financial need in a ruling, notice or other document of general applicability issued under the authority of the Commissioner of Internal Revenue (including, if applicable, any that are incurred by or relate to your primary beneficiary);
- Past due mortgage payments (including amounts necessary to refinance the mortgage to bring it current) or homeowners insurance on your principal residence;
- Past due rent payments on your principal residence;
- Past due property taxes on your principal residence;
- Expenses for the emergency replacement of the roof, furnace, water heater, or air conditioning unit of your principal residence;
- Past due natural or propane gas, electric, heating oil, water, or sewage bills for your principal residence;
- Legal expenses owed (or incurred within past 90 days) by you;
- Past due child support owed by you;
- Expenses for medical care described in Section 213(d) of the Code incurred and already paid in the current calendar year for you, your spouse or your dependent (as defined in Section 152 of the Code, without regard to Section 152(d)(1)(B) of the Code);
- Payments for burial or funeral expenses for your deceased parent, spouse, children, dependent (as defined in Section 152 of the Code, without regard to Section 152(d)(1)(B) of the Code), stepparent, parent-in-law, grandparent, or sibling, or reimbursement of such expenses already paid in the current calendar year;
- Payments necessary to satisfy the demand from a tax agency for full and immediate payment of past due federal, state, or local income taxes;
- Your past due student loan payments;
- Expenses for the emergency repair of your personal vehicle needed for travel to/from work;
- Past due vehicle loan, lease or auto insurance payments on your personal vehicle;

- Emergency travel (and related costs) to visit your ailing, injured, or dying parent, spouse, children, dependent (as defined in Section 152 of the Code, without regard to Section 152(d)(1)(B) of the Code), stepparent, parent-in-law, grandparent, or sibling;
- Surgical expenses or emergency medical care/prescriptions for your pets;
- Payments necessary to satisfy your debt that is due and payable immediately to a debt collection firm;
- Payments necessary to pay the balance of your personal loan that is due and payable immediately;
- Payments necessary to pay the outstanding balance of your payday (or other small, very high interest rate, short-term unsecured) loan;
- Expenses for urgent repairs or modifications necessary to prevent serious damage to your principal residence or to mitigate a dangerous or life-threatening situation involving the principal residence or the property on which the principal residence resides; or
- Expenses and losses (including loss of income) incurred by you on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that your principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

Your withdrawal will be divided among the investment funds in the same proportion as your Account is invested in the investment funds.

Withdrawals After Age 59½

After you have reached age 59½, you may withdraw all or a portion of the vested balance of your Account. Your withdrawal will be divided among the investment fund(s) in the same proportion that your Account is invested in the investment fund(s).

Disability Withdrawals

If you are determined to be disabled by the Social Security Administration, you may elect to withdraw all or a portion of the balance in your Account.

After-Tax Withdrawals

You may withdraw all or a portion of your After-Tax Contributions Account at any time and for any reason. Your withdrawal will be divided among the investment fund(s) in the same proportion that your After-Tax Contributions Account is invested in the investment fund(s).

Withdrawals from Rollover Contributions Account for Rollover and Transfer Accounts Transferred from Acquired Companies

If you became an employee of the Company as a result of Oracle's acquisition of PeopleSoft, Inc., Portal Software, Decisioneering, Inc., Sun Microsystems, Inc. or Cerner Corporation, and your Rollover Account or Transfer Account in the PeopleSoft 401(k) Plan, Portal 401(k) Plan, Decisioneering, Inc. 401(k) Plan, Sun Microsystems, Inc. Tax Deferred Retirement Savings Plan, or Cerner Corporation Foundations Retirement Plan was transferred to and merged into the Rollover Contributions Account of this Plan, you may make a withdrawal of up to the full amount transferred to your Rollover Contributions Account at any time, as adjusted for gains or losses on the amount so transferred. This provision also applies if your Rollover Account in the Delphi Asset Management 401(k) Plan was transferred to and merged into the Rollover Contributions Account of this Plan.

Active-Duty Military Withdrawals

If you are on active duty in the uniformed services for a period of more than 30 days, you may elect to take a distribution of your Salary Deferral Contributions from the Plan while you are on active duty. However, if you choose to take distributions under this provision, you will not be permitted to make Salary Deferral Contributions or After-Tax Contributions to the Plan during the six-month period beginning on the date of the distribution.

A Cerner Participant who is a reservist that is ordered or called to active duty for a minimum 179-day period or for an indefinite period whose Salary Deferral Account in the Cerner Corporation Foundations Retirement Plan was transferred to and merged with the Deferral Account of this Plan may make a withdrawal of up to the amount so transferred to his or her Deferral Account, as adjusted for gains and losses on the amount so transferred, during the period after the order or call to duty and before the active duty ends.

Tax Penalty on Withdrawals

If you withdraw any money from the Plan before you attain age 59½, you generally will have to pay a 10% penalty on that amount - in addition to any other income taxes due. In some states, additional penalties may apply. See *How Are Benefits Taxed?* For example, in California there is an additional 2½% penalty. These penalties will not apply if you are at least age 59½ at the time you make the withdrawal. You should discuss the tax consequences of a withdrawal with your advisor.

Are There Other Withdrawal Options Available?

With the passage of SECURE 2.0, the following withdrawal options are available regardless of your employment status.

Domestic Abuse Withdrawal

If you, your child, or other family member living in the same household has experienced domestic abuse by your spouse or domestic partner, you may withdraw up to the lesser of \$10,300 (as indexed for 2025), or 50% of your vested account balance. The statutes provide a detailed definition of domestic abuse. Withdrawals must be made within one year following the date you experience domestic abuse.

Emergency Expense Withdrawal

If you have an unforeseeable or immediate financial need relating to necessary personal or family emergency expenses, you may withdraw up to the lesser of \$1,000, or your vested account balance reduced by \$1,000. You are limited to one emergency withdrawal per calendar year, and you are prohibited from taking another withdrawal in the next three years without first repaying the withdrawal or by making salary deferrals equal to or exceeding the amount of the withdrawal.

Qualified Birth or Adoption Withdrawal

You may withdraw up to \$5,000 for the birth or legal adoption of each child. Withdrawals must be made within one year following the date of the child's birth or legal adoption.

Qualified Declared Disaster Withdrawal

If your principal residence was located within a disaster area at any time during an incident period, and you have sustained an economic loss because of the disaster, you may withdraw up to \$22,000 per disaster. The Federal Emergency Management Agency ("FEMA") defines the disaster area and the incident period. Withdrawals must be made within 179 days after the later of i) the first day of the incident period or ii) the date of the disaster declaration. You may spread the taxation on the withdrawal over a 3-year period.

Tax Treatment and Repayment Options

The above four withdrawal options do not invoke a 10% penalty if withdrawn from the Plan before you attain age 59½. In addition, you may repay all or part of the withdrawn amount within a 3-year period following the date of withdrawal.

When Is My Account Payable?

Your Account is payable 30 days after you terminate your employment with the Company for any reason. If your Account is valued at \$1,000 or less, your Account will be distributed in a single sum at the end of the month following the quarter in which you terminate unless you contact Fidelity to request a distribution or rollover of your Account. If your Account is valued at greater than \$1,000, your Account will be paid to you as soon as practicable after you terminate employment with the Company and request a distribution from Fidelity at 1-800-410-2363 or at NetBenefits at www.netbenefits.com/oracle. Generally, distributions will be made within one month after Fidelity receives your request.

How Is My Account Valued on Distribution?

When you (or, in the case of your death, your beneficiary) receive a distribution from the Plan, you (or your beneficiary) will be entitled to receive the value of your Account on the day your distribution is processed by Fidelity.

If you (or your beneficiary) elect to receive a distribution of the portion of your Account invested in the Oracle Stock Investment Option in the form of Oracle Common Stock, or an "in-kind" distribution, you (or your beneficiary) will be entitled to receive the maximum number of whole shares of Oracle Common Stock with a fair market value determined as of the business day immediately preceding the date that the distribution of your Account commences. Only full shares of Oracle Common Stock shall be distributed. Cash will be distributed in lieu of any fractional shares. You also will receive cash for your portion of the cash cushion. You (or your beneficiary) may also elect to receive a distribution of the portion of your Account invested in the Oracle Stock Investment Option in the form of cash, or a "cash distribution." The portion of your Account invested in the Oracle Stock Investment Option will be paid as soon as practicable after Fidelity receives your (or your beneficiary's) written request for distribution in the form of Oracle Common Stock. Oracle Common Stock is typically distributed within six weeks after Fidelity processes your distribution request. Cash is typically distributed within ten days after Fidelity processes your distribution request. See "How is Oracle Common Stock Valued Under the Plan?" for a discussion of how Oracle Common Stock is valued.

How Are Benefits Paid?

When your Account is payable to you, you may elect to take payment in a lump sum, in a series of equal monthly, quarterly or annual installments, a partial distribution of an amount specified by you, a fixed dollar amount to be paid monthly, quarterly, or annually, an annualized fixed percentage to be paid monthly, quarterly, or annually, or in monthly, quarterly, or annual installments based on life expectancy using the IRS Uniform Lifetime Table method. However, if your Account is valued at \$1,000 or less, you must take it all in a lump sum. In addition, you (or your beneficiary) may elect to take funds invested in the Oracle Stock Investment Option in the form of Oracle Common Stock. If you are a director, officer or principal stockholder, distributions of Oracle Common Stock will be subject to the restrictions of Section 16(b) of the Exchange Act relating to profits realized within any period of less than six months.

Installment payments shall be paid over a period not extending beyond your life (or life expectancy) or your life and the life of your beneficiary (or the joint life expectancies). If you are receiving distributions in any of the monthly, quarterly or annual payments, you may elect at any time to receive a lump sum payment of the remainder of your Account balance or a partial distribution.

If you terminate employment and the value of your Account is more than \$1,000, you may elect to leave your money in the Plan until a later date. During this time, you may not make additional contributions, but you will continue to share in the performance of your investment options.

When your Account is payable to you, payments generally will begin as soon as practicable after you call Fidelity to request a distribution. If your Account is valued at \$1,000 or less, your Account will be distributed in a single sum at the end of the month following the quarter in which you terminate unless you contact Fidelity to request a distribution or rollover of your Account.

Federal law generally requires that you start receiving payment by April 1 after the later of the year of your termination of employment or the year in which you reach age 72 (73 if you attain age 72 after December 31, 2022 and 75 if you attain age 74 after December 31, 2032). If you fail to do so, you must pay a 50% (25% for taxable years beginning after December 29, 2022) penalty on the amount you should have received. This penalty is in addition to any other taxes due.

What Happens If I Die Before I Receive My Benefits?

If you die before you have received a distribution of the entire amount of your Account, your beneficiary will be entitled to receive a distribution of the remaining balance of your Account. Payment will generally be made to your beneficiary in a lump sum, in equal installments, or a partial distribution, at his or her election. However, if your Account is valued at \$1,000 or less, your beneficiary must be paid in a lump sum unless you had started to receive a distribution of your account before your death. Payment will be made as soon as administratively possible. In general, your Account must be full distributed to your designated beneficiary by the end of the tenth calendar year (fifth calendar year if your beneficiary is not an individual (e.g., your estate)) following the year of your death. However, payments can be made over the beneficiary's life expectancy if the beneficiary is (i) your surviving spouse, (ii) your minor child (until the child reaches majority), (iii) a disabled or chronically ill individual, or (iv) no more than ten years younger than you. If the beneficiary elects installment payments or a partial distribution, payments must begin no later than December 31 of the year following the year in which you died. However, your spouse may defer distribution until December 31 of the calendar year you would have attained age 72.

Your beneficiary may also elect to roll over his or her distribution as described below under "How Are Benefits Taxed" except that if your beneficiary is not your spouse, he or she may roll over the distribution only to an "Inherited IRA," as described in Section 402(c)(11) of the Code, and the rollover must be paid directly from this Plan to the Inherited IRA.

If you die after you have received a distribution of all the amounts in your Account, your beneficiary will receive no benefits under this Plan.

How are Benefits Taxed?

General Information

The Plan is intended to qualify for the favorable tax treatment granted to qualified plans. A "qualified" plan is one that satisfies the requirements of Section 401(a) of the Code. The Company has received a determination letter from the IRS that the Plan is qualified.

Assuming that the Plan remains qualified and the existing tax laws are not materially changed, neither your Salary Deferral Contributions, Catch-Up Contributions, Matching Contributions made on your behalf, or your Rollover Contributions, or any net earnings or gains on those contributions will be taxable to you until they are distributed or

withdrawn in accordance with the terms of the Plan. In addition, the Company will be entitled to deduct the amount of the contributions in the taxable year for which these contributions are made. Your Roth Contributions will be taxable to you in the year in which they are made, but not the net investment earnings or gains on those contributions. Your After-Tax Contributions will be taxable in the year in which they are made and any net earnings or gains on those contributions will be taxable to you when they are distributed.

Any distribution or withdrawal paid from your Account which is paid in cash (by check) is fully taxable at ordinary income rates in the year distributed, unless the special rules on either eligible rollover distributions or lump sum distributions apply (see below), or unless it is a “qualifying distribution” from your Roth Contribution Account (See “What Are the Tax Advantages of Saving in the Plan?”) or a distribution from your After-Tax Contribution Account.

Eligible Rollover Distributions

When you receive a payment from the Plan, you will generally be taxed on this money in the tax year it is paid to you, unless it is a “qualifying distribution” from your Roth Contribution Account. However, if the distribution you receive is an “eligible rollover distribution” you may elect at the time and in the manner prescribed by the Plan Administrator to have any or all of your distribution paid either in a direct rollover to another plan or an IRA or directly to you. A rollover is a payment of your benefit to an individual retirement account or to a qualified plan of another employer. Qualified rollover distributions from your Roth Contributions Account may be rolled over only to another qualified Roth 401(k) account or to a Roth IRA. If you choose a direct rollover:

- Your payment will not be taxed in the current year and no income tax will be withheld;
- Your payment will be made directly to your IRA or, if you choose, to another employer plan that accepts your rollover; and
- Your payment will be taxed later when you take it out of the IRA or the employer plan.

If you choose to have your Plan benefits paid directly to you:

- You will receive only 80% of the payment, because the Plan Administrator is required to withhold 20% of the payment and send it to the IRS as income tax withholding to be credited against your taxes;
- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59½, you also may have to pay an additional 10% tax;
- You can roll over the payment by paying it to your IRA or to another employer plan that accepts your rollover within 60 days of receiving the payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan;
- If you want to roll over 100% of the payment to an IRA or an employer plan, you must find other money to replace the 20% that was withheld. If you roll over only the 80% that you received, you will be taxed on the 20% that was withheld and that is not rolled over.

An “eligible rollover distribution” is defined generally to mean a distribution from a qualified plan that is not one of a series of substantially equal periodic payments made either over your life expectancy, the joint life expectancy of you and your beneficiary or a specified period of ten years or more.

You will receive more information on these rules when you receive your distribution.

Lump Sum Distributions

In addition, if you receive a “lump sum” distribution from the Plan, special tax treatment may be available to you. A “lump sum” distribution is different from an “eligible rollover distribution.” Generally, a lump sum distribution means a distribution of an employee’s entire account that is made because of the employee’s death or separation from service or after the employee reaches age 59½.

You may be able to reduce the tax you owe on your lump sum distribution by using a special tax treatment called five-year averaging. You may use five-year averaging only once in your lifetime. To do so you must be at least age 59½ and have participated in the Plan for at least five years. In addition, a recent change in the law eliminates the availability of five-year averaging for tax years beginning after December 31, 1999. If you reached age 50 before 1986, you may be eligible for a once-in-a-lifetime election to use five- or ten-year tax averaging. You will receive more information on these rules when you receive your distribution. You should contact your tax advisor for details.

Special Rules Relating to Distributions of Oracle Common Stock

Federal tax laws generally require the Plan Administrator to withhold 20% of your distribution payment and send it to the IRS as income tax withholding to be credited against your taxes. (See discussion of “Withholding,” below.) However, special rules apply to distributions of Oracle Common Stock. If you receive a distribution consisting entirely of Oracle Common Stock (or Oracle Common Stock plus cash in lieu of fractional shares under \$200), then withholding is not required. On the other hand, if Oracle Common Stock and cash of \$200 or more are distributed, the withholding requirements apply. The full value of the Oracle Common Stock less any “net unrealized appreciation” (see paragraph below) is included to determine the withholding amount. The maximum amount of withholding, however, is the value of the distribution minus the value of the Oracle Common Stock. For example, if a \$5,000 distribution consists of \$300 cash and Oracle Common Stock valued at \$4,700 (with \$2,000 net unrealized appreciation), the amount of the withholding is 20% of $\$300 + (\$4,700 - \$2,000) = \600 . Since only \$300 of the distribution is in cash, the maximum withholding is \$300.

If you receive a distribution from the Plan in shares of Oracle Common Stock, the value of the shares is fully taxable in the year of receipt. However, if you receive the shares as part of a lump sum distribution, as defined above, the shares will not be currently taxable to the extent of any net unrealized appreciation (i.e., you are only taxed on the Plan’s cost of the shares). “Net unrealized appreciation” is the excess of the value of the shares at the time of distribution over the cost to the Plan of the shares distributed or withdrawn. Any net unrealized appreciation in the value of the shares of Oracle Common Stock that you receive is not taxable under existing law until the shares are sold. Upon your sale of Oracle Common Stock, any net unrealized appreciation will be taxed at the long-term capital gains rate. Any additional appreciation from the date of distribution from the Plan until you sell the shares will be taxed at the long-term or short-term capital gains rate, depending on how long you hold the shares.

To the extent provided by rules to be issued by the Secretary of the Treasury, you may elect to have the unrealized appreciation, if any, in the value of the Oracle Common Stock distributed to you in a lump sum distribution taxed at the time of distribution instead of when you realize the gain. You should consult your tax advisor for details.

If you invest Roth Contributions in Oracle Common Stock, the above tax treatment on net unrealized appreciation is relevant only if the distribution of Oracle Common Stock from your Roth Contribution Account is not a qualifying distribution. In the case of a qualifying distribution, the appreciation in the value of Oracle Common Stock while in the Plan (just like any other earnings on a Roth Contribution Account) is tax-free. Your tax basis in the Oracle Common Stock will equal the full fair market value of the stock at distribution.

10% Penalty

Under federal tax laws, if you receive a distribution from the Plan before you reach age 59½ and the distribution is not rolled over, it will generally be subject to a 10% federal penalty and additional state penalties in addition to income taxes, unless the distribution is made on account of:

- Termination of employment at age 55 or older;
- Permanent disability (as defined in the Internal Revenue Code);
- Death; or
- A qualified domestic relations order (generally relating to a divorce or legal separation).

Your distribution also will not generally be subject to the 10% penalty if it is made in substantially equal periodic payments over your life expectancy or the joint life expectancy of you and your spouse. Depending on your location, an additional state penalty also may apply. For example, in California, this penalty is 2½%.

When you receive a lump sum distribution from the Plan, you will also receive an explanation of the tax implications of the lump sum distribution. You should consult your tax advisor to find out how the tax laws affect your individual situation.

Withholding

Generally, federal income taxes are withheld from the taxable portion of any distribution from the Plan. However, see the discussion of “Special Rules Relating to Distributions of Oracle Common Stock,” above. As described above under the heading “Eligible Rollover Distributions,” the taxable portion of an eligible rollover distribution that is not directly rolled over into another qualified plan or IRA will be subject to withholding taxes equal to 20% of the amount not rolled over. Mandatory state withholding also may apply.

If your distribution is not an eligible rollover distribution, you may elect, on the appropriate forms, not to have federal income taxes withheld from your distribution. However, you may incur penalties under the estimated tax rules if you do not elect withholding and you fail to make any required estimated tax payments.

Further Assistance

The federal income tax aspects of payment from the Plan are complex and subject to change. You or your beneficiary should consult your tax advisor regarding the financial impact of any payments that you receive from the Plan.

Useful sources of information for any federal income tax questions you may have are Internal Revenue Service Publication 575 “Pension and Annuity Income” and Publication 590-A “Contributions to Individual Retirement Arrangements (IRAs).” These publications are on the IRS’ website at www.irs.gov/Forms-&-Pubs. In addition, you can also review the Participant Distribution Notice listed as Participant Distribution and Tax Notice on Fidelity’s [NetBenefits](#).

State and Local Income Taxes

There is no uniform income tax treatment of distributions from qualified plans under state or local tax laws. If your income is taxable in a state that does not allow 401(k) contributions to be made on a basis that is exempt from state income tax, then a subsequent distribution from your account should not be subject to any applicable state income tax at the time of distribution. You should consult your tax advisor for details.

Uncashed Checks

If you or your beneficiary fail to cash a distribution check after 180 days and the check cannot be reallocated back to your Account (e.g., minimum required distributions under Section 401(a)(9) of the Code) or the check is in an amount less than \$25, the benefit otherwise payable to you or your beneficiary will be forfeited and applied as provided above under “How are Forfeitures Handled.” Such benefit shall be reinstated by the Administrator (unadjusted for earnings or losses) if a claim is subsequently filed by you or your beneficiary with the Administrator.

Does The Plan Provide Claims Procedures?

Should you and the Company disagree on your eligibility for, or the amount of, your Plan benefits, to enforce your rights under the terms of the Plan, or to clarify your rights to future benefits under the terms of the Plan, you must follow the review procedures.

If you have requested benefits under the Plan from Fidelity and your request is denied or you believe that your benefit has been incorrectly determined, you may make a written claim for benefits addressed as follows:

401(k) Plan Administrator
Oracle Corporation
500 Oracle Parkway, M/S 50P8, Benefits
Redwood Shores, CA 94065

A decision will be made within 90 days unless additional time is necessary, in which case you will be notified that additional time, up to 90 days, will be needed. If your claim is denied, you will receive a written notice stating:

- the specific reasons for the denial,
- specific reference to pertinent Plan provisions on which the denial was based,
- a description of any additional information or material necessary to perfect the claim and an explanation of why that information or material is necessary, and
- an explanation of the Plan’s claim review procedures, including your right to bring a civil action under Section 502(a) of ERISA.

After you receive written notice denying your claim for benefits, you or your authorized representative may request a review of that decision to:

401(k) Plan Committee
Oracle Corporation
500 Oracle Parkway, M/S 50P8, Benefits
Redwood Shores, CA 94065

You must send this written request for review within 60 days after the date of written notice denying your claim.

Your request for review may contain such issues and comments as you wish considered in your review. You may also review pertinent documents in the Plan Administrator’s possession.

The 401(k) Committee will make a final determination on your claim within 60 days, or 120 days if more time is needed. The 401(k) Committee will advise you of the determination in writing and will explain the specific reasons for the determination and the specific references to any Plan provision on which the determination is based.

If you disagree with the final decision on your claim (i.e., you must first exhaust your administrative remedies under the Plan's claim procedures), you have the right under Section 502(a) of ERISA to file suit in a state or Federal court located in San Francisco, California. You must do so within one year after you are notified of the 401(k) Committee's final decision.

What If the Plan Becomes Top-Heavy?

Special rules apply in any year that the Plan is determined to be a top-heavy plan. A "top-heavy plan" is one where more than 60% of the assets in the plan have been allocated to key employees. By definition, key employees may include owners, officers, shareholders, or other highly compensated individuals. It is highly unlikely that the Plan ever will become top-heavy. However, if the Plan becomes a top-heavy plan, the Company may be required to make minimum contributions to the Plan.

What Is the Plan's Normal Retirement Age?

The normal retirement age under the Plan is age 65.

If you became an employee of the Company as a result of Oracle's acquisition of PeopleSoft, Inc. and you became an employee of PeopleSoft, Inc. as a result of PeopleSoft, Inc.'s acquisition of Intrepid Systems, Inc. then, with respect to the portion of your benefits that you accrued prior to June 1, 2000 under the Intrepid Plan, your Normal Retirement Age is 60. If your account under the Cerner Corporation Foundations Retirement Plan was merged into the Plan, your Normal Retirement Age is 55.

How Are Plan Expenses Paid?

Investment management fees (represented by the expense ratios) are deducted from the fund's assets. Forfeitures (see How are Forfeitures Handled?) are used to pay for Plan expenses. Plan expenses, if any, related to directed investment activity in your account (such as short-term trading fees, self-directed brokerage account fees) could be charged against your account. In addition, there are fees associated with loans, qualified domestic relations orders, return of excess contributions, and overnight mailing.

What is the Governing Law?

The Plan is subject to the provisions of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and, to the extent not preempted by ERISA, California law. If any provision of the Plan is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

May the Company Make Changes to the Plan?

Though the Company expects to maintain the Plan indefinitely, the Company reserves the right to amend or terminate the Plan in whole or in part at any time by action of its Compensation Committee of the Board of Directors. Additionally, the Executive Vice President of Human Resources may amend the Plan, as he or she deems necessary in order to maintain qualification of the Plan under the Internal Revenue Code, and may make other administrative amendments relating to the routine operation of the Plan.

Amendments may not take away any vested interest in your Account. If the Plan is terminated, the Company cannot recover any part of the funds held in the trust except as permitted by law, and all of your Plan accounts shall become fully vested.

Does the Plan Give Rise to an Employment Contract?

No. Nothing in the Plan or this SPD confers any rights of continued employment upon any employee or in any way prohibits changes in the terms of or the termination of employment of any employee covered by the Plan.

May Participants Assign Plan Benefits?

Except as otherwise provided by law, your interest in the Plan, either before or after retirement, is not assignable either voluntarily or involuntarily. You may not transfer, use as security for a loan or otherwise alienate your benefits under this Plan. This does not prevent a loan described in "Can I Borrow from the Plan?" In addition, your benefits are not subject to the claims of your creditors or to attachment by legal process (other than federal tax levies and judgments or the enforcement of offset rights or security interests granted in connection with Plan loans). However, the Company may be required by law to recognize a Federal tax lien or a decree or order issued by a court that obligates you to pay child or spousal support or that allocates a portion of your benefits to your spouse, former spouse, child or other dependent.

Should a court order be issued to the Plan directing the payment of part or all of your vested Account balance to a designated person in satisfaction of child support or alimony claims or in settlement of marital property rights, you will be promptly notified and informed of the process for determining whether the order meets the standards of a qualified domestic relations order. During the period the qualified status of the order is being determined, in the event of joinder of the Plan to divorce proceedings or at the discretion of the Company, you will be unable to initiate a loan, withdrawal or distribution from your Account.

If the Plan Administrator determines that the order is a qualified domestic relations order, then the special account (together with any investment earnings) will be paid to the person named in the court order in accordance with the terms of that order. However, should the Plan Administrator find that the order does not qualify or that its qualified status cannot be determined, then no benefits will be paid out to that person. Any subsequent determination that the order does qualify will apply on a prospective basis only.


In order to avoid unnecessary legal expenses, you (or your attorney) should contact Fidelity at 1-800-410-2363 if you become a party to a dissolution or support proceeding. For more information concerning domestic relations orders, you may obtain a copy of the Plan's QDRO Approval Guidelines and Procedures from Fidelity, free of charge online at <http://qdfo.fidelity.com>.

How is the Plan Administered?

Oracle Corporation is the "administrator" for the Plan. As such, it files reports with the government and will tell you about any material changes in the Plan. All communications to the Plan's "administrator" must be addressed to:

**Benefits
401(k) Administrator
Oracle Corporation
500 Oracle Parkway, M/S 50P8, Benefits
Redwood Shores, California 94065
(650) 506-7000**

Oracle's Executive Vice President of Human Resources ("EVP HR") appoints a 401(k) Committee of at least three members, each of whom serves on the 401(k) Committee without additional compensation, to manage the ongoing operation of the Plan. A member of the 401(k) Committee will hold office until giving written notice of resignation to the EVP HR, or



until the member's death or removal by the EVP HR, or until he or she is no longer employed by the Company. The 401(k) Committee can be contacted by writing or calling Oracle Benefits as set forth above. The Compensation Committee of Oracle's Compensation Committee of the Board of Directors or EVP HR may change the members of the 401(k) Committee at any time.

The 401(k) Committee, as the named fiduciary, has full discretionary power to administer and interpret the terms of the Plan, including the exclusive right to adopt rules and procedures to implement the Plan, to interpret in its sole discretion, provisions of the Plan, to decide any questions in connection with the administration of the Plan or relating to any claim for Plan benefits, including, whether an individual is eligible for Plan benefits and the amount of Plan benefits. Subject to the claims and appeal procedures, the decisions of the 401(k) Committee relating to the Plan are final and binding on all persons.

The Plan contains detailed provisions outlining the duties of the 401(k) Committee, which include interpretation of the provisions of the Plan, determination of eligibility for membership, and responsibility for the general operation of the Plan.

Administrative Information

Here are a few important facts you should know about the Plan:

Name Of Plan:	Oracle Corporation 401(k) Savings and Investment Plan
Type Of Plan:	Defined Contribution / 401(k)
Type Of Administration:	Day-to-day administration is conducted on a contract basis by Fidelity Management Trust Company
Employer, Plan Sponsor And Plan Administrator:	Oracle Corporation 500 Oracle Parkway M/S 50P8, Benefits Redwood Shores, CA 94065 650-506-7000
IRS Employer Id Number:	54-2185193
Plan Number:	001
Participating Subsidiaries:	Oracle America, Inc. 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 Oracle Software Technology GmbH, US Branch
Plan Agent For Service Of Process:	Process may be served on the Plan by directing such legal process to the Plan Administrator, to the Plan Trustee or to Oracle's registered agent for service of legal process: Oracle Corporation c/o Corporation Service Company (CSC) 2711 Centerville Road, Suite 400 Wilmington, DE 19808 888-690-2882 sop@cscglobal.com
Plan Trustee:	Fidelity Management Trust Company 82 Devonshire Street Boston, MA 02109 (800) 410-2363
Plan Year:	January 1 through December 31
Funding Medium:	Trust Fund (held by Fidelity)
The Pension Benefit Guaranty Corporation (PBGC) does not insure the benefits under this Plan in the event of termination, because that insurance program does not apply to 401(k) plans.	

ERISA Rights

As a participant in the Plan, you are entitled to certain rights and protection under the Employee Retirement Income Security Act of 1974 (ERISA). ERISA provides that all Plan participants are entitled to:

Receive Information About Your Plan and Benefits

- Examine, without charge, at the Plan Administrator's office and at other specified locations, all documents governing the Plan, including a copy of the latest annual report (Form 5500 series) filed by the Plan with the U.S. Department of Labor and available at the Public Disclosure Room of the Employee Benefits Security Administration.
- Obtain, upon written request to the Plan Administrator, copies of documents governing the operation of the Plan, including copies of the latest annual report (Form 5500 series) and updated summary plan description. The Plan Administrator may request a reasonable charge for the copies.
- Receive a summary of the Plan's annual financial report. The Plan Administrator is required by law to furnish each participant with a copy of this summary annual report.
- Obtain a statement telling you the value of your account under the Plan. If you do not have a vested right to your entire Plan account, the statement will tell you how many more years you have to work to be fully vested. This statement must be requested in writing and is not required to be given more than once every twelve (12) months. The Plan must provide the statement free of charge.

Prudent Actions by Plan Fiduciaries

In addition to creating certain rights for Plan participants, ERISA imposes duties upon the people who are responsible for the operation of the Plan. The people who operate your Plan, called "fiduciaries" of the Plan, have a duty to do so prudently and in the interest of Plan participants and beneficiaries.

No one, including your employer or any other person, may terminate your employment or otherwise discriminate against you in any way to prevent you from obtaining a retirement benefit or exercising your rights under ERISA.

Enforce Your Rights

If your claim for a retirement benefit is denied or ignored, in whole or in part, you have a right to know why this was done, to obtain copies of documents relating to the decision without charge, and to appeal any denial, all within certain time schedules.

Under ERISA, you can take steps to enforce the above rights. For instance:

- If you request a copy of Plan document or the latest annual report from the Plan and do not receive them within thirty (30) days, you may file suit in a Federal court. In such a case, the court may require the Plan Administrator to provide the materials and pay you up to \$110 a day until you receive the materials, unless the materials were not sent because of reasons beyond the Plan Administrator's control.
- If you have a claim for benefits that is denied or ignored, in whole or in part, you may file suit in a state or Federal court after you have exhausted all steps in the procedures for filing claims and appeals.
- If you disagree with the Plan's decision or lack thereof concerning the qualified status of a domestic relations order, you may file suit in Federal court after all required reviews of your claim have been completed.
- If it should happen that the Plan fiduciaries misuse the Plan's money, or if you are discriminated against for asserting your rights, you may seek assistance from the U.S. Department of Labor, or you may file suit in a Federal court.

- If you file suit against the Plan, the court will decide who should pay court costs and legal fees. If you are successful, the court may order the person you have sued to pay these costs and fees. If you lose, the court may order you to pay these costs and fees -- for example, if it finds your suit is frivolous.

Assistance with Your Questions

If you have any questions about your Plan, you should contact the Plan Administrator. If you have any questions about this statement or about your rights under ERISA, or if you need assistance in obtaining documents from the Plan Administrator, you should contact the nearest office of the Employee Benefits Security Administration, U.S. Department of Labor, listed in your telephone directory or the Division of Technical Assistance and Inquiries, Employee Benefits Security Administration, U.S. Department of Labor, 200 Constitution Avenue N.W., Washington, D.C. 20210. You may also obtain certain publications about your rights and responsibilities under ERISA by calling the publications hotline of the Employee Benefits Security Administration.

Information and Resources

 visit	http://www.netbenefits.com/oracle https://www.oraclebenefits.com
 email	benefits_us@oracle.com
 Call	Fidelity: +1.800.410.2363 Oracle US Benefits: +1.650.506.9800