

# Licensing Oracle in Skytap

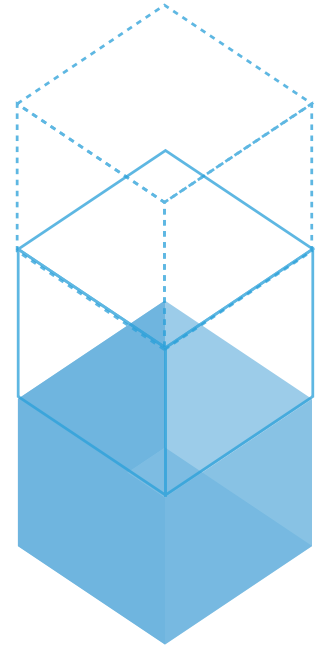
# 1. Executive Summary

This paper provides an overview of licensing Oracle programs using Infrastructure as a Service (IaaS) on Power/AIX VMs in Skytap. There is much confusion about Oracle licensing, especially in virtualized or cloud environments. While a lot of the discussion and confusion centers around x86 virtualization, the same issues and principles apply to Power environments. Many of the references in this document point to discussion and legal challenges resulting from running virtualized x86 platforms. The information and precedents established in those forums apply directly to Power as well. There just has not been the same level of scrutiny in the Power community; so, we cannot point to the same types of instructional references.

The sections of this document provide an overview of Skytap's Power/AIX VM environment for Oracle, education on the principles of Oracle licensing, and how those principles are applied to workloads running on Power/AIX VMs in Skytap.

The key takeaways from this paper are:

- » Skytap is an effective option for IaaS, including for Oracle-based Power/AI applications.
- » Skytap provides support for Oracle licensing by allocating dedicated resources to Oracle workloads. This includes multi-tenant hosts as well as dedicated server hosts in single-tenant regions based on customer needs for applications running on AIX in Skytap.
- » Oracle licensing is defined by each individual license agreement and is based on the physical server hardware where Oracle is “installed and/or running.” There is nothing prospective in this definition, meaning customers do not have to license where Oracle might run in the future.
- » The use of Power/AIX VMs for Oracle workloads in Skytap ensures that Oracle workloads stay running only on licensed processors. There is log activity to validate historical usage of Oracle licenses.
- » In an Oracle audit, usage of Skytap environments will be documented as if the LPARs or servers are part of the customer's on-premises environment. Even though the LPARs or servers are remotely co-located in a separate data center and may or may not be owned by the licensee, that information will not need to be disclosed to Oracle.



## 1.1 Assumptions

The information presented in this document is based on House of Brick's lengthy experience with Oracle licensing, and on the architectural and operational nature of Skytap as presented to House of Brick. It is provided without guarantee of applicability or accuracy. All information contained herein should be validated with your legal advisors before applying it in practice.

Unless otherwise noted, any references to Oracle software are considered to be Oracle Database Enterprise Edition, without any additional options or packs included. The third party products referenced in this document, including from Oracle, IBM, and Skytap and others are copyrighted to their respective owners.

# 2. Overview of Oracle Licensing

Licensing Oracle programs is a more straightforward exercise than most people believe. Amidst all of the confusion that is out there—from Oracle statements, to consultant guidance, to scary stories of audits on social media—licensing Oracle programs comes down to one overruling document, and that is the customer's contractual agreement with Oracle. If a binding contract says that a customer has to do something in order to use their purchased licenses, then they have to do it. Similarly, if customers want to deploy their licenses in a certain way, and the contract does not prohibit it, then they should feel emPowered to do that.

So, let us first understand the Oracle contract, and how it determines customer obligations for Oracle licensing. In the following sections, we will explore how these contractual terms and other licensing principles will apply to workloads running in a Skytap environment.

## 2.1 The Contract is What is Binding

The agreement document that will be referenced in this paper is from [Oracle's website](#) and is OLSA version V1201013\_Def\_V122304. Customers should validate their own agreement for similar language, but should expect to find materially similar terms other than where we have noted.

In Section Q of that agreement, there is a definition for the word “Processor.” This definition is the single most important element to understanding where licensing must be applied when running Oracle programs. It states, “Processor: shall be defined as all processors where the Oracle programs are installed and/or running.” So for those who are responsible for licensing and ensuring compliance in their organizations, there are two questions that must be asked:

- » “Have we accounted for a license on servers where Oracle programs have been installed (past tense activity) or may currently be installed (present tense state)?”
- » “Have we accounted for a license on servers where Oracle programs are currently running (present tense activity)?”

There are certain things that customers should not feel like they have to worry about. These things may include:

- » Wondering if they have to immediately buy licenses for hardware or cloud infrastructure that will be purchased during the coming year;
- » Wondering if they have to buy licenses for servers that are technically precluded from allowing Oracle programs to run there; and,
- » Wondering if they have to have a license now for a disaster recovery environment whose servers are not, and may never be used.

These considerations are all prospective events—things that may or may not happen in the future. There is nothing in Oracle’s definition of the word “Processor” that is prospective. It covers both past tense and present tense activities, but not what customers may or may not decide to do in the future.

Oracle often refers to certain documents to claim contractual restrictions. An example of this is Oracle’s Partitioning Policy document that attempts to specifically restrict virtualization platforms from doing “soft partitioning” (limiting the number of licensed cores in a server through software means). The only problem is that these documents are all non-binding according to the contract’s Entire Agreement clause. Section L of the OLSA referenced above contains the Entire Agreement clause. It states:

*“You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the programs and/or services ordered by you, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs and/or services.”*

According to this statement, the only things that are binding are:

1. The agreement itself,
2. Anything incorporated into the agreement by written reference, and
3. The applicable order document.

Oracle Document	Contractual?
Applications Licensing Table	Yes
New Purchase Order Documents	Yes
Technical Support Policies	Yes
Processor Core Factor Table-post 8/08	Yes
Software Investment Guide	No
Licensing Data Recovery Guide	No
Technology Hosting	No
Partitioning Policy	No
Cloud Computing Environment Policy	No

Most customers understand the agreement, and the order document; but, what else is included in this agreement by written reference that would become part of the binding contract? The table above shows those documents that may impact licensing that are included by reference into the agreement. It also shows those common documents that are not contractually based.

With that foundational understanding, let us review the principles of how Oracle programs are licensed.

## 2.2 Principles of Oracle Licensing

### 2.2.1 Oracle Licensing is Hardware-Based

Oracle licenses are hardware-based, meaning that they depend on the processor cores in the underlying server hardware. This is true for the Processor metric, as well as the Named User Plus (NUP) metric. Both require counting of physical processor cores in the server as the basis for

determining how many licenses are required for programs running on that server.

In approximately August of 2008, the Processor Core Factor for newer Power servers was changed to 1.0. What this means is that for every physical Power core that Oracle programs run on, users have to account for one license. Except for one condition noted in the section on Oracle Licensing in a Cloud Computing Environment, hyper-threading and SMT does not factor into the core count for license purposes.

## **2.2.2 Oracle Licensing is Storage-Independent**

One of the most frequent questions that House of Brick gets is if the storage presentation to a server running Oracle hardware impacts licensing. By recalling the definition of where Oracle programs need to be licensed (processors where Oracle programs are installed and/or running) we see there is no contractual mention of storage. Oracle does mention storage in relation to the Failover Rule in contract template versions starting around Q4 of 2007. More detail on this is given in the section on Determining License-able Events.

## **2.2.3 Oracle Licensing is Agnostic to Virtualization, Hypervisors, and Partitioning**

Many customers are surprised to learn that their Oracle agreements are completely devoid of language regarding virtualization and partitioning. There is, of course, language regarding virtual environments in the Partitioning Policy document. As we established earlier however, that document is not contractually-binding, being excluded by the contract's Entire Agreement clause as well as the footnote stating that it is for educational purposes only.

*House of Brick contends that all forms of “partitioning”, soft or hard, are a customer’s contractual right – see our [blog article on Oracle Licensing \(Software Partitioning on VMware is Your Contractual Right\)](#) for an explanation of why that is. The reasoning applies to any Oracle platform.*

Although the binding terms of the agreement are agnostic to virtualization, the policy documents are not. As previously

explained, the policy documents are also not binding. While x86 customers have to review the information in our blog and elsewhere to make their own decision on the matter, Oracle explicitly recognizes LPARs as a form of hard partitioning, and makes it a simpler evaluation for Power customers. Based on Oracle's offer of an extracontractual right to license LPARs based on the number of cores available to the LPAR and not the entire host, Power customers have enjoyed this preferential treatment for decades.

According to IBM, the subtleties of LPARs as they relate to processor utilization have not changed in at least the last 10 years. Therefore, there is no apparent reason to expect that Oracle would have grounds for treating them any differently than they always have simply because they are now sometimes referred to as PowerVM LPARs. Adding the word PowerVM in front of LPAR is done to signify that IBM considers LPARs to be part of a larger nomenclature for their virtualization technologies. Therefore, there is no technical distinction between an "LPAR" and a "PowerVM LPAR". They are the same thing.

In 2009, however, IBM introduced a new capability for LPARs called Live Partition Mobility or LPM. In 2013, Oracle seized on this as an opportunity to update their Partitioning Policy Document and attempted to restrict customer privileges by requiring not only licensing of an entire host but both hosts that are involved in an LPM migration of an LPAR. LPM functions similarly to VMware vMotion and we do not see that Oracle has any grounds for making such a distinction or attempting to restrict its use in a non-contractual policy document.

## 2.2.4 Oracle Licensing in a Cloud Computing Environment

There is one variation from the principle of hardware-based licensing that is worth noting, and that is [Oracle's Cloud Computing Environment policy](#). This policy currently applies to only two cloud providers - Amazon Web Services and Microsoft Azure. Neither provide IaaS offerings for Power/AIX customer. In summary, it states that existing licenses can be used to cover Oracle programs running in the cloud infrastructure of the approved vendors. Instead of counting processor cores, users must count virtual CPU's that are assigned to that workload. The license in these environments follows the virtual machine. In AWS, if hyper-threading is

enabled, then two virtual CPUs are equivalent to one Oracle Processor license. If hyper-threading is not enabled in AWS, then one virtual CPU is equivalent to one Oracle Processor license. In Azure, one Azure CPU Core is equivalent to one Oracle Processor License.

Readers will notice from above that the Cloud Computing Environment policy document is not a part of the binding contract. While it is not contractual, it is fundamentally different than the other non-contractual documents cited. The difference is that the Cloud Computing Environment document grants additional privileges, while the other documents restrict privileges. In discussion with legal teams on this issue, it appears that Oracle's granting of additional privileges in a non-contractual way could be counted on by a user, and upheld in a legal setting, since Oracle widely and publicly published such a privilege. This would, of course, need to be discussed with your own legal advisors.

Since this paper focuses on Skytap, readers may wonder what this Cloud Computing policy means for Skytap customers. As far as Oracle is contractually concerned, Skytap using provisioned LPARs for Oracle software is not a cloud-computing environment like AWS or Azure where licenses are allowed to follow the virtual CPUs. To Oracle, Skytap will be viewed as if the LPARs are part of the customer's on-premises environment, even though they are remotely hosted or co-located on servers in a separate data center. These processors will be accounted for in the normal fashion in an Oracle Server Worksheet during audit time. More detail on applying Oracle licenses in Skytap will be presented in the Section on Oracle Database Licensing in a Skytap AIX Environment.

## 2.3 Common Non-Contractual Assertions

AIX support in Skytap is based on the IBM LPAR technology with Micro-Partitioning enabled. Because of the wide variety of virtualization technologies available, Oracle may make some claims about what needs to be licensed that are not based in the contractual principles that we have already discussed. For example, the Partitioning Policy document refers to the need for "capping" to ensure that workloads do not benefit from more than the number of configured vCPUs or cores. AIX workloads can already only benefit from at most the number of cores in the LPAR's entitlement. Therefore, they are capped by definition. The term "capped" and the



associated option within LPAR configuration is used to limit utilization to less than 100% of each configured vCPU.

The whole issue of partitioning and what is, or is not, allowed was challenged in the documents of the Mars vs. Oracle lawsuit, specifically as it relates to VMware virtualization. The same questions (and answers), however, apply to IBM LPAR-based virtualization. In the [House of Brick blog post](#) reviewing this challenge, it is also noted that Oracle has been attempting to redefine the word “installed.” This attempt may be viewed as a means to get around their own contractual limitation of licensing where programs are “installed and/or running.” The blog post paraphrases from Oracle’s claim in the filing documents as follows:

“Oracle programs are installed on any processors where the programs are available for use. Third-party VMware technology specifically is designed for the purpose of allowing live migration of programs to all processors across the entire environment.”

(Declaration of Eloise Backer, exhibit 11—September 25, 2015 letter to Khaled Rabbani, Mars General Counsel, from Chad Russell, Oracle Corporate Counsel.)

Oracle is attempting to declare that their software “could run” on additional processors and thus those processors must be licensed.

In House of Brick’s experience defending against Oracle audits, this attempted re-definition falls short of legal muster. Several of our customers’ legal teams have performed case law searches and have found no evidence of Oracle filing legal actions against their customers on this issue. Furthermore, House of Brick has never had an otherwise compliant customer have to pay audit fees based solely on this tactic from Oracle.

Remember, any assertion that processors must be licensed where Oracle is not installed and/or running is not contractually founded. They are only claims that Oracle may make in an effort to increase the size of their sales opportunity.

The following comic (which has become quite popular worldwide) was developed by House of Brick to illustrate how Oracle tends to think about how customers should license their software.



Just like drivers only have to pay for the parking spots that they actually park their cars in, Oracle users only have to license those cores where they actually have Oracle programs installed and/or running.

While LPARs managed in a PowerVM infrastructure are used as the underlying technology in Skytap, under no circumstances is any infrastructure obligated to licensing of prospective events.

For workloads running Oracle on Power in Skytap, LPARs are recognized by Oracle as hard partitioning for license purposes, so customers should not face arguments to the contrary. The “capping” option, called out in the Oracle policy document, restricts CPU utilization to less than 100%, and therefore does not appear to be relevant to licensing. As stated earlier, the use of a feature such as Live Partition Mobility (LPM) does not appear to be relevant either. The only thing that matters for licensing considerations is the

maximum number of vCPUs/cores available to the LPAR. The IBM community has established upon detailed review of the technology, that this number may be determined by running the “lparstat -i” command within the LPAR itself. (Refer to section 4.1 below for example output of the lparstat command.)

## 2.4 Determining License-able Events

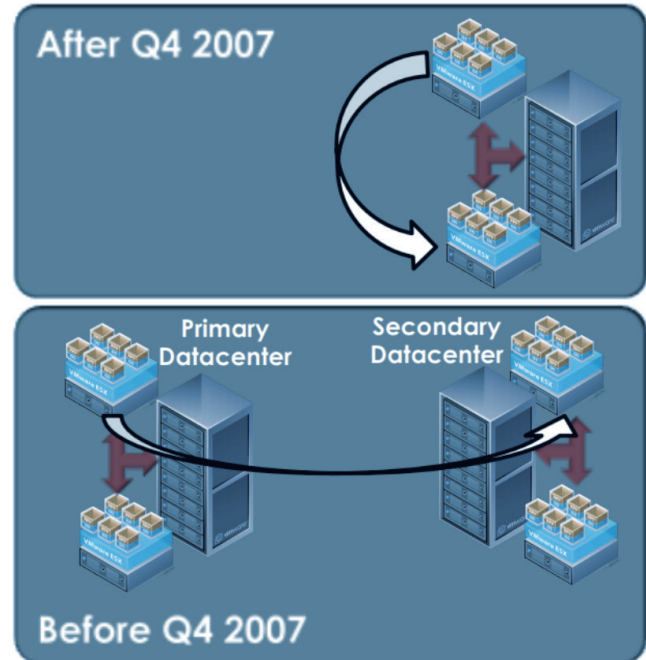
Whenever Oracle programs are installed on a server and/or running on that server, users must account for a license for those programs. In Skytap, whenever users migrate a virtual machine into the cloud, or if they install Oracle software on a new Skytap instance, users create a license event that Oracle may audit at some time in the future.

There are a few ways that users can accommodate a virtual machine or LPAR with Oracle installed and/or running without acquiring or allocating additional license. The following sections describe two such events—Failover (e.g., for disaster recovery) and Backup Testing. In both scenarios, we will be talking about the possibility of running virtual machines that are replicated as part of a backup strategy. It should be noted that a backup of a virtual machine that is simply sitting in storage and not presented to a server, does not constitute a license-able event.

### 2.4.1 Failover

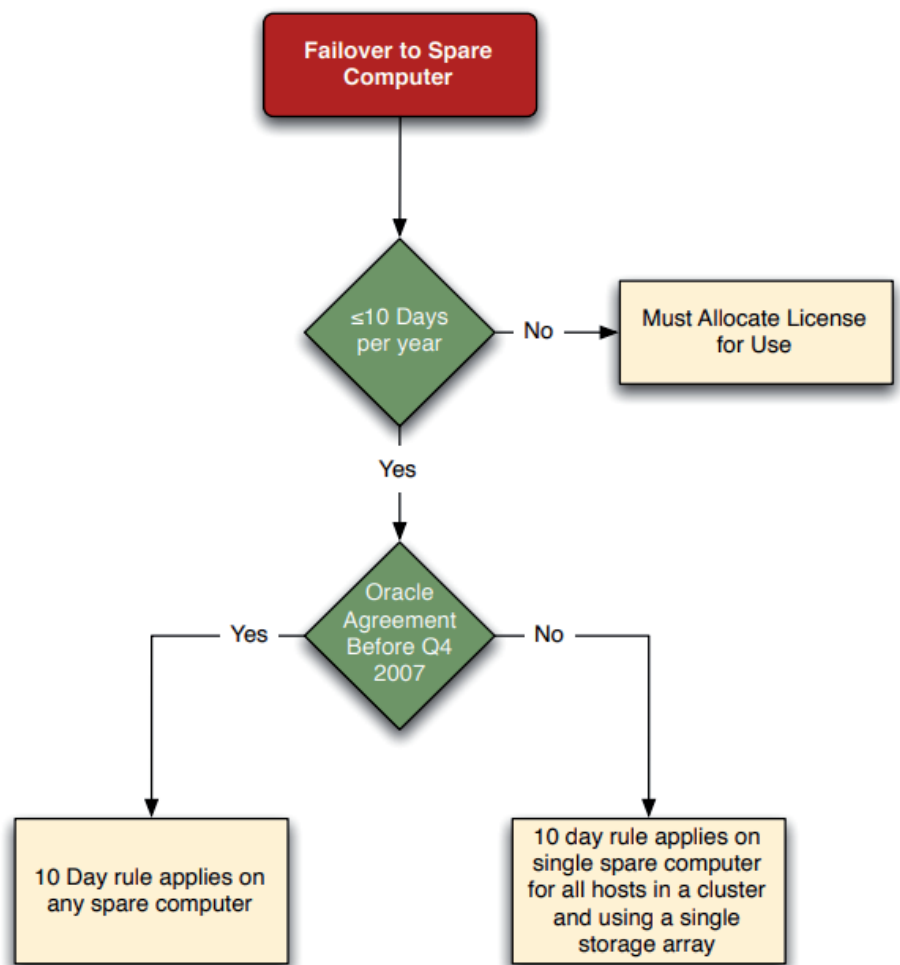
In a failover event, the primary licensed server running Oracle database or app server workloads becomes unavailable for whatever reason. Oracle allows you to run that workload “on an unlicensed spare computer in a failover environment for a total of ten separate days in any given calendar year” (OLSA Section Q, Licensing Rules, Failover). This privilege has traditionally been a very Powerful component in each user’s disaster recovery planning.

In the contract template that started being used in about Q4 of 2007, however, Oracle changed their failover terms to be more restrictive. This is illustrated in the diagram on the right. In addition to the language stated above, Oracle added the following restriction: “The above right only applies when a number of machines are arranged in a cluster and share one disk array.” It further restricts the number of failover environments by stating that “only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover.”



The flow diagram to the right helps with the decision process of whether the Failover rule (aka ten day rule) can be applied to a particular environment. Users should discuss this architecture with their Skytap representative and with their legal advisors to see if the cluster and shared disk array can be justified in using the Failover rule.

If users have an active contract from before about Q4, 2007, and have validated that it does not have the restrictive language in it, House of Brick highly recommends that they preserve that agreement in perpetuity. Users should still be able to make additional license purchases with the older agreement. In doing so, they should perform a legal review of all language that Oracle has added to the Order Document, being especially careful to strike all replacements of the Licensing Definitions and Rules section of the contract.



## 2.4.2 Backup Testing

The second privilege for running Oracle databases on an unlicensed computer is the Testing Rule for testing the recovery of backups. The Testing rule states “For the purpose of testing physical copies of backups, your license for the Oracle Database includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year” (OLSA Section Q, Licensing Rules, Testing).

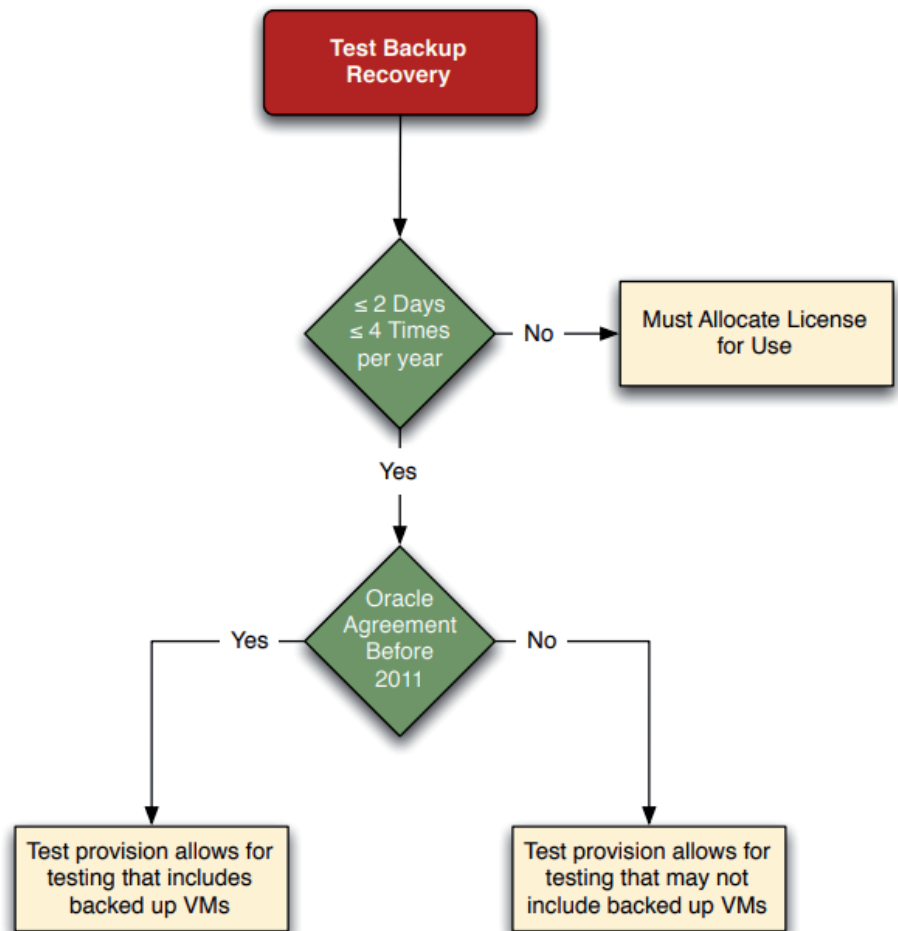
Similar to the Failover rule, in late 2011, Oracle changed the contract language for the Testing rule to be more restrictive. Users should validate their own contracts to see which provision applies. The more restrictive language adds the following, “The aforementioned right does not cover any

other data recovery method - such as remote mirroring - where the Oracle program binary files are copied or synchronized.”

This newly-added restriction seems to prevent the ability to launch a backed-up virtual machine, which may be considered a data recovery method where the Oracle program binary files are copied or synchronized in a manner that does not cause an immediate license event. In this case, users would need to launch a backed-up database into a pre-built virtual machine that was not replicated as part of the backup process. It appears that even though this pre-built backup server would fall under the “installed” state, that Oracle would allow for it to be designated as the backup test server, and thus remain unlicensed. Users should validate this with their legal advisors.

The flow diagram on the right helps with the decision process of whether the Testing rule can be applied to an environment. Users should discuss their backup procedures with their Skytap representative and their legal advisors to see if they are justified in using the Testing rule with backed-up virtual machines for contract language after late 2011.

If users have an active contract from before late 2011, and have validated that it does not have the restrictive language in it, then we highly recommend that they preserve that agreement in perpetuity. Users should still be able to make additional license purchases with the older agreement. In doing so, they should perform a legal review of all language that Oracle has added to the Order Document, being especially careful to strike all replacements of the Licensing Definitions and Rules section of the contract.



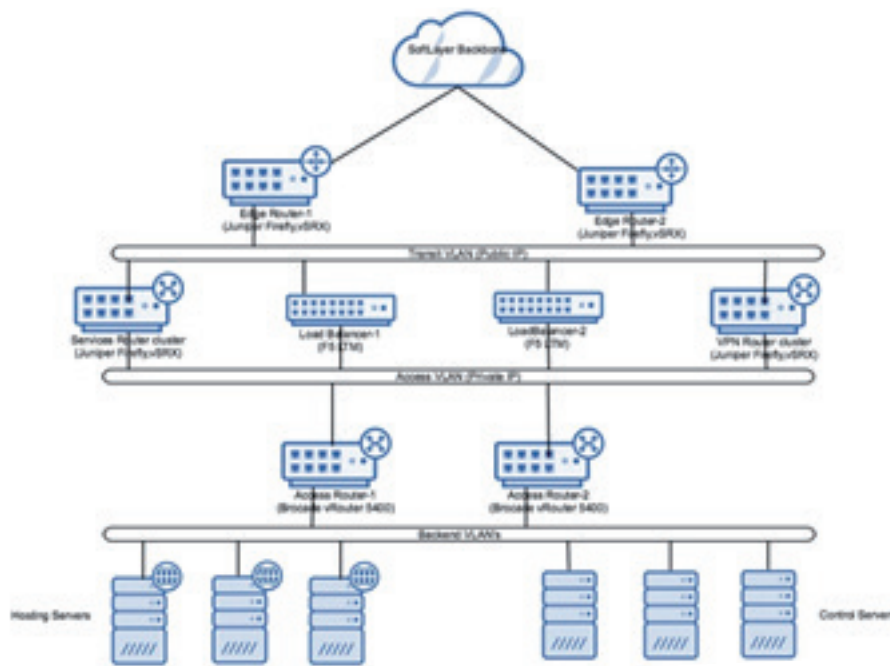
### 3. Skytap Architecture for Power

For customers running Oracle workloads, AIX in Skytap was designed to be both Powerful and license-compliant. Since [Oracle has authorized](#) only two IaaS cloud providers (Microsoft Azure and AWS) to use their “bring your own license” (BYOL) model, and those are unique to x86, Skytap takes a different approach for license compliance. Skytap enables customers to apply their existing licenses to Oracle workloads because those workloads are running on an LPAR infrastructure (either individual LPARs or dedicated/single-tenant regions).

The LPAR model has the following considerations for Oracle licensing purposes:

1. The LPAR is dedicated to Oracle workloads, and is not shared with any other customer environment.
2. These LPARs will be reported to Oracle as if they are part of the customer’s on-premises environment. Even though the servers are remotely co-located in a separate data center, that information will not need to be disclosed to Oracle.
3. Skytap uses IBM PowerVM LPARs as the underlying virtualization mechanism, and the implications of hosted LPARs are the same as on-premises.
4. Licensing individual LPARs (sum of all assigned processors) on shared hosts may result in higher licensing costs compared to licensing resources in a Skytap Dedicated Region where multiple LPARs and VMs may run on a single-tenant server that has all of its processors licensed.

For further security and/or compliance purposes as well as to achieve a potential reduction in license requirements, Skytap can provide a Dedicated Region (aka Single-Tenant) for Oracle users in addition to the LPAR model. This dedicated region is located within a single data center and contains resources that are wholly dedicated to the customer from the dedicated servers through each network layer to the Internet backbone. This is illustrated in the following Skytap Dedicated Region diagram.



Dedicated Regions

Unless particular application architectures require it, the Dedicated Region option will not be required for license compliance. When used as described in this document, the PowerVM LPAR model is sufficient to ensure LPARs running Oracle programs are properly licensed.

### 3.1 Dedicated vs. Multi-Tenant

Licensing Oracle on Power in an AIX LPAR (or Multi-Tenant) environment is simply a matter of counting the maximum number of processors concurrently available to each licensed LPAR. The IBM community has established that this number may be determined by running the command “`lparstat -i`” within the licensed LPAR. ( Refer to section 4.1 below for example output of the `lparstat` command.)

When licensing multiple LPARs, and the total licensing requirement exceeds the count of processors in an individual server, customers could benefit from consolidation and oversubscription by licensing the entire server. However, HA will be compromised unless two or more servers are licensed. Using this strategy, controls may be needed to keep LPARs on the licensed servers.

# 4. Oracle Database Licensing in a Skytap AIX Environment

Licensing Oracle programs in Skytap must be accounted for by using core-based licensing (Processor or Named User Plus metrics), rather than using Oracle’s Cloud Computing Environment policy. Because Skytap is not included in the [authorized Oracle Cloud Environment policy](#), which only addresses two x86 providers, they have created a license-compliant architecture to accommodate their Oracle on Power customers. This architecture was discussed in a previous section.

Let us consider different scenarios with a user’s license estate and usage of Oracle programs, and how Oracle licensing will work in each case.

## 4.1 Processor Metric Licenses

As previously mentioned, the number of processors to be used as a basis for determining the number of required Oracle licenses can be established by running “lparstat -i” within a Skytap LPAR.

Example Output of “lparstat -I”

```
Node Name           : localhost
Partition Name      : vm-10950449-22118049
Partition Number    : 14
Type                : Shared-SMT-4
Mode                : Uncapped
Entitled Capacity   : 0.50
Partition Group-ID  : 32782
Shared Pool ID      : 0
Online Virtual CPUs : 4
Maximum Virtual CPUs : 4
Minimum Virtual CPUs : 4
. . .
```

In Skytap, the “Maximum Virtual CPUs” will never exceed “Online Virtual CPUs”, so this number can safely be used, and it cannot be changed without manual intervention – at which point, it would be necessary to review licensing. The Maximum/Minimum Virtual CPUs reflects the bounds for



DLPAR operations; which are manually executed. After a DLPAR operation on vCPUs completes the number of Online Virtual CPUs will be updated to reflect what's actually allocated to the LPAR.

### **4.1.1 Enterprise Edition Database**

As discussed previously for the Processor metric, for Oracle Enterprise Edition Database (and its associated features, options, and packs) the number of licenses that are required is determined by how many physical processor cores there are where the database is installed and/or running. Users must count every processor core in each Skytap LPAR or single-tenant server where Oracle workloads will be running, and then allocate one Processor of Enterprise Edition license for every physical core in that count.

### **4.1.2 Standard Edition Database**

Users can use Standard Edition licensing in Skytap, but need to be careful that certain limitations are respected. Assuming Standard Edition 2 (SE2) licenses, instead of counting cores, the customer must count the number of sockets (full CPU chips) where the database is installed and/or running. Users must have an SE2 license for every socket. Users are limited to two sockets for SE2, but the number of processor cores within those sockets does not matter for licensing purposes. Users are also limited to running on servers with a maximum capacity of only two sockets. SE2 may not be run on servers with four or more sockets. This is not an issue in Skytap since all hosts have only two sockets. Skytap does not provide the ability to disable a socket, so the use of Oracle Real Application Clusters (RAC) using the SE2 license, which requires two servers of one socket each, is not possible in Skytap. Users may have multiple servers running Oracle with SE2 in Skytap, even though all of those hosts have a total of more than two sockets. This is because the servers are not clustered, and each server contains only two sockets.

## **4.2 Named User Plus Licenses**

Calculating the required Named User Plus licenses (NUP) is similar to the Processor metric. First, count all of the hardware cores on each server where the Oracle programs are installed and/or running, and multiply that by the Processor Core Factor (1.0 for newer Power processors in

Skytap). Then, multiply this number by the per Processor Minimum. For Enterprise Edition Database with the associated features, options, and packs, the minimum is typically 25 NUP per processor (Number of cores times the Processor Core Factor). The following is the calculation for the minimum number of NUP licenses and the actual number of required NUP licenses for an organization.

Minimum NUP Licenses = Hardware Cores x Processor Core Factor x Per Processor Minimum Required NUP Licenses = Greater of: Number of Human Users accessing the system(s) and previously-calculated NUP minimum

### 4.2.1 Example NUP Calculation

*The Scenario*—A user would like to use Named User Plus licenses for their development operations. There is one server on-premises with 12 Power cores, and one LPAR in Skytap with 16 cores. Oracle Database Enterprise Edition will run on both servers. There are 300 people in the company who might access and use the database.

*Calculating the Minimum*—For the two servers, we count the cores (12 +16), multiply by the core factor of 1.0, then multiply by the per processor minimum of 25.

$$\text{Minimum} = (12+16) \times 1.0 \times 25 = 700$$

Since the minimum number of licenses is greater than the number of users, the customer would have to purchase 700 NUP licenses. If the same configuration had 750 users accessing the system, then 750 NUP licenses would have to be purchased to be compliant.

### 4.3 Unlimited License Agreement

Unlimited License Agreements (ULA) from Oracle seem quite attractive on the surface. In our experience at House of Brick, however, ULAs tend to cost the customer more than a well-designed and well-managed architecture would. If readers currently have a ULA, they should review it for privileges and/or restrictions for running Unlimited Deployment Right product in a public cloud environment such as Skytap.

There may be language stating that the ULA only allows for deployments on servers that are owned or leased by the customer. In such cases, readers should consult with their legal advisors on whether Skytap environment qualifies as

owned or leased, and the impact of any other language that may be in the ULA agreement pertaining to public cloud deployments.

### 4.3.1 The ULA Value Assessment

During the (typically) three-year term of a ULA, [Oracle LMS has indicated](#) that they may perform two “Value Assessments” to “help customers better understand their usage of Oracle products.” One is done at mid-term and one at the end of the term. Oracle may refer to these as “friendly audits.” Unless these so called assessments are invoked under the terms of the audit clause in the customer’s agreement with Oracle, it is House of Brick’s opinion that the customer is under no obligation to respond.

### 4.3.2 Certifying off of a ULA

The process of exiting a ULA is called “certification.” It is where customers certify usage of the Oracle programs, and the licensee claims that capped number of Processor metric licenses from Oracle to cover that usage going forward. In the certification process, users count all physical processors in servers where Oracle is installed AND running (note that the “or” is eliminated). A primary downside of a ULA is that it establishes a new minimum for the annual support payment that is required, called the “Total Support Stream.” Even if users certify off of the ULA to convert to a Processor metric and reduce their usage, the support stream will not go down. The only way to reduce the annual support stream is to terminate support on all existing licenses. If the customer in this scenario needed Oracle support they would have to purchase all new licenses for the smaller footprint. House of Brick has seen where the positive return on investment period for such a strategy can be relatively short with a large enough reduction in the license footprint justifying the change.

## 4.4 Development and Test Environments

Development and test environments must be licensed for Oracle usage. Customers can, however, use a more advantageous license metric if it will result in a lower cost. Many House of Brick customers use a Processor metric for production environments, and have historically used the NUP metric for development and test environments. House of Brick best practice looks for opportunities to mix workload

types on servers licensed with the Processor metric. With the appropriate architecture and operational controls, customers may find that they can put development and/or test environments on servers that are licensed for production workloads. The isolation and protection that IBM LPARs provide between workloads makes this a realistic option to consider.

## 5. Licensing Physical AIX Servers

When using Power/AIX technology, a customer enjoys the same flexibility as x86 customers in terms of licensing choices. They can either choose to license individual LPARs (as with x86 CPU affinity) or they can license entire Power servers – all cores, depending on which is most advantageous. In the latter scenario, customers can run any arbitrary number of LPARs on fully licensed servers while designating processor cycles and cores where they are needed. This supports the concept of oversubscription and has potential for reducing overall licensing costs.

### 5.1 Partitioning

As discussed in a previous section, Oracle attempts to redefine and restrict the use of partitioning technologies for licensing purposes. While this attempt is non-binding, customers will generally experience fewer issues with uneducated or misinformed Oracle sales and licensing staff when implementing on AIX because the LPAR, DLPAR, and Micro-Partitions are all recognized by Oracle as “hard partitioning” – as long as the maximum number of cores is capped.

NOTE: IBM PowerVM Live Partition Mobility (LPM) is specifically excluded in the Partitioning Policy document as a valid means of partitioning. On the surface that statement does not even make sense because LPM is a feature and would not reasonably be considered to be a partitioning mechanism in the first place. Based on the non-contractual nature of the policy document, Oracle cannot restrict the use of PowerVM features in this way.

## 5.2 Licensing the Primary Site

The term “Primary Site” is defined as the location that licensed products are running during the course of normal operations.

This is a straightforward concept and Oracle software must be licensed using methodologies described elsewhere.

## 5.3 Licensing Secondary Sites

The term “Secondary Site” is defined as a location that is configured to possibly run licensed products in the event that normal operations are disrupted. It is important to note that, as with the primary site, any time licensed products are installed and/or running, there is a license requirement. However, if either the Failover or Testing provisions are being used, there is no requirement to match processor quantities of the primary site at the secondary site. Rather, secondary sites can use entirely different processor quantities based on the actual usage and hardware at the site. If these provisions are not being used, then different license metrics and processor quantities may be used as long as there is adequate license entitlement to cover the deployment at the secondary site.

Again, this is a straightforward concept. Unfortunately, requirements for licensing Oracle software at a secondary site can be confusing because there is a fair bit of misinformation in the Oracle community—much of it attributable to Oracle itself.

### 5.3.1 Installed and/or Running

The simple truth that applies to secondary sites is the same that applies to any Oracle-licensed environment. Customers must account for and purchase licenses for all processors where Oracle is “installed and/or running”. While “running” is easily demonstrable, “installed” is often subject to interpretation. Unfortunately, Oracle’s (non-binding) policy documents are written as if “installed” means more than is commonly recognized within IT circles. At HoB, we contend that in order to prove software is installed, there must be a mechanism to test that assertion. We further contend that “installed” implies the software is presented in such a way that it can be executed without any configuration changes to

the system on which it is supposedly installed.  
Such configuration changes might include:

- » Mounting a file system
- » Booting a VM
- » Activating a replicated disk volume
- » Instantiating and booting a placeholder or template LPAR/VM

Examples of what are NOT typically licensable events for secondary sites:

- » The presence of Oracle software at a secondary site on a disk volume or replica from which the software CANNOT be executed without configuration changes (eg. It is not stored on a file system that is mounted to a server capable of executing it).
- » Existence of a copy of customer data contained in Oracle database structure that has been (or is actively being) replicated to the secondary site without executing Oracle software.
- » Existence of a template, placeholder, or otherwise Powered off LPAR/VM.

In other words, just because the status of either “installed” or “running” can be changed from no to yes without a lot of effort does not imply that license is currently required. And, therefore, it does not mean that any relevant servers must be licensed prospectively.

Nonetheless, customers must be aware of and track licensable events, as described in section 2.4, in order to maintain compliance. Failure to license such environments may generate an immediate out-of-compliance condition in the event of testing or an actual DR scenario. There are specific conditions under which testing or running for limited periods of time may be done without additional licensing. But customers are advised to consider doing so only in accordance with the terms of their specific license agreements.

## 5.4 HA and DR Scenarios

Regardless of whether a customer’s secondary site is on-premises or makes use of an offering such as Skytap, the licensing implications are the same. (See section 2.4 for an overview of how HA and DR scenarios impact licensing.)

# 6. Skytap Compared to other AIX Cloud

## Providers

In June 2017, Gartner released its updated Infrastructure as a Service Magic Quadrant which includes Skytap. To date, Skytap is the only IaaS provider offering support for AIX.

There are a number of cloud hosting providers that offer hosting services for AIX via managed IBM Power Systems infrastructure. These providers typically require customers to purchase dedicated server space up front and run AIX instances on a single, standalone server - an important distinction from IaaS computing models that empower customers to pay for resources as they are consumed and use multi-tenancy to achieve resiliency, elasticity, and scalability.

Skytap further differentiates itself from other cloud providers, including IaaS and hosting providers, by offering the following capabilities:

- » Rehosting of AIX workloads: Skytap enables AIX workloads to be rapidly migrated without change.
- » Self-service of complex application environments: Skytap employs a unique, “environments-first” approach to infrastructure. A Skytap environment encapsulates infrastructure, networking, storage, OS, and software into a single unit of work that can be self-provisioned by end users, in seconds with a single click.
- » Blended environment configurations: Skytap provides customers with the ability to combine Power/AIX VMs with x86/Linux/Solaris/Windows VMs and Docker containers in a single cloud environment.
- » Cloning: Cloned environments are identical down to layer 2 and layer 3 network settings and can be shared instantaneously
- » Software-Defined Networking: Skytap supports complex layer 2 and layer 3 networking and provides secure VPN and NAT connections to external environments.

## 7. House of Brick Can Help

House of Brick can provide consulting services for your planned deployment in Skytap. This includes architectural as well as license services. House of Brick Service offerings include:

- » Architecture review and development, Including for license optimization
- » Oracle license analysis and compliance strategy
- » Oracle Audit Defense
- » ULA Certification and other Oracle negotiation consulting
- » Managed License Support Service (bundled unlimited service for fixed annual fee)

You can contact your Skytap representative for an introduction to House of Brick, or visit us at [www.houseofbrick.com](http://www.houseofbrick.com).

## 8. Summary

The key takeaways from this paper are:

- » Skytap is an effective option for IaaS, including for Oracle-based Power/AIX applications.
- » Skytap provides support for Oracle licensing by allocating dedicated resources to Oracle workloads. This includes multi-tenant hosts as well as dedicated server hosts in single-tenant regions based on customer needs for applications running on AIX in Skytap.
- » Oracle licensing is defined by each individual license agreement and is based on the physical server hardware where Oracle is “installed and/or running.” There is nothing prospective in this definition, meaning customers do not have to license where Oracle might run in the future.
- » The use of Power/AIX VMs for Oracle workloads in Skytap ensures that Oracle workloads stay running only on licensed processors. There is log activity to validate historical usage of Oracle licenses.
- » In an Oracle audit, usage of Skytap will be documented as if the LPARs or servers are part of the customer’s on-premises environment. Even though the LPARs or servers are remotely co-located in a separate data center, that information will not need to be disclosed to Oracle.

Oracle licensing is a complex topic, which requires careful planning and monitoring. Skytap provides customers running Oracle on AIX a license-compliant offering with the tools



necessary to track and report on Oracle usage. Furthermore, House of Brick, experts on the ins and outs of running Oracle, can provide assistance related to architecture review and development, license compliance analysis, and audit defense.

## 9. Frequently Asked Questions about Oracle Licensing (FAQ)

Q: Is Skytap just like AWS or Microsoft Azure when it comes to Oracle?

A: No. Only AWS and Azure are [Oracle Authorized Cloud Environments](#), and only offer x86 architectures. This means that Oracle authorizes customers to “bring your own license” (BYOL) into AWS or Microsoft Azure at rates specified in the document. In those environments, the license follows the virtual machine. Since Skytap is not an authorized cloud environment for Oracle, they have created an architecture that provides LPARs for customers to deploy their Oracle workloads on Power.

Q: Could there be advantages to Skytap compared to AWS or Microsoft Azure for running Oracle?

A: Yes, Skytap offers a Power architecture utilizing LPARs running on PowerVM in Multi-Tenant and Single-Tenant Regions.

Q: For purposes of asset protection, do I need to keep a number of licenses in reserve for future Oracle deployments?

A: No. Keeping unused licenses may be non-productive while still incurring annual support costs. If you need additional licenses in the future, you can acquire them at that time. Some customers who have planned growth in a well-defined

period may choose to retain some licenses to cover that growth. A cost-benefit analysis should be performed.

## Q: Do I really have to create a separate cluster for my Oracle workloads?

A: Not necessarily. Users have to account for a license for every processor where Oracle programs are “installed and/or running.” If users can contain Oracle deployments to a subset of servers or processors in a cluster, then they only have to license that subset.

## Q: What things do I need to look for in my own contract with Oracle?

A: Understanding the license agreement with Oracle is key to maximizing the benefit from the software, while controlling and minimizing the license footprint through architectural means. House of Brick can provide best-practice guidance for creating architectures that minimize the license footprint. Organizations should keep track of all contract documents with Oracle, including their master agreement, any purchase order documents, and all Software Update and License Support (SULS) renewal documents. Oracle puts additional contract terms that override the master agreement in the purchase order documents, so it is important to perform a legal review of those terms before each purchase.

## Q: How do I license disaster recovery environments?

A: We have discussed several scenarios in this paper related to disaster recovery, including the Failover rule and the Testing rule. An important thing to remember in deciding if you have to license a secondary or failover environment is this: are the Oracle programs installed and/or running at the secondary site? If so, then a license must be accounted for. If not, then they do not have to be licensed. In the event of a failover, then it will be installed and running, and you must account for a license (either through the ten-day Failover provision or through license entitlement). If the Failover rule does not apply, then users must determine if the primary licenses can be migrated, or if new licenses must be acquired.

**Q: What happens if I cancel support on a subset of licenses in a single order, or a subset of licenses of a single product across all orders?**


**A:** Many customers want to cancel support on certain licenses for different reasons. These reasons may include a plan to migrate to a different platform within an acceptable unsupported period, or to eliminate support on a set of unused licenses. Oracle has strict (and contractually binding) policies about canceling support. If you cancel support on a subset of a single order, then Oracle has the right to re-price support for the remaining products in that order. Customers should understand that if they cancel support on a subset of a single order that the resulting re-price may be the same as the original support amount (but not greater than list price).

When customers cancel support on a subset of a single product across all orders, then the “license set” rules apply. These rules state that canceling support on a subset of licenses of the same code base results in the cancellation of the entire license.

Customers may no longer use those licenses for which support was canceled. As an example, if a customer had 100 processors of Enterprise Edition database across four separate orders of 25 each, and canceled support on one order of 25 licenses, they would only be entitled to use 75 licenses. The licenses for the 25 that support was not renewed for have now been completely canceled and can no longer be used.

**Q: What should I do when I get audited?**

**A:** In the contract, customers have agreed to allow Oracle to perform an audit of their usage of Oracle software. Most agreements state that customers agree to allow Oracle to audit them with 45 days written notice. Also, their audit may not unduly impact normal business operations (although every audit will undoubtedly be an impact). Once an audit is complete, customers have agreed that they will settle any fees due within 30 days of written notification. Oracle has



become quite aggressive in performing audits and in claiming fees due with and without contractual merit, including from the non- contractual assertions discussed earlier in this paper. It is important to understand your contractual privileges and to be prepared to defend those. House of Brick provides audit defense services to help with this process.

Licensing Oracle in  
Skytap

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## About Skytap

Skytap is a cloud service purpose-built to natively run traditional systems in the cloud. Our customers use Skytap for running production, disaster recovery, virtual training labs, and development workloads. We are the only cloud service to support AIX, IBM i, and Linux on IBM Power together with x86 workloads, enabling businesses to accelerate their journey to the cloud and increase innovation. To learn more about Skytap or schedule a demo, visit [www.skytap.com](http://www.skytap.com).

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