

ORACLE CLOUD

Oracle Cloud Hosting and Delivery Policies

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Overview

These Oracle Cloud Hosting and Delivery Policies (the “Delivery Policies”) describe the Oracle Cloud Services ordered by You. These Delivery Policies may reference other Oracle Cloud policy documents; any reference to “Customer” in these Delivery Policies or in such other policy documents shall be deemed to refer to “You” as defined in the ordering document. Capitalized terms that are not otherwise defined in this document shall have the meaning ascribed to them in the Oracle agreement, ordering document or policy.

Your ordering document or Oracle’s Service Specifications (such as Cloud Service Pillar documentation or Service Descriptions) may include additional details or exceptions related to specific Oracle Cloud Services. The Cloud Service Pillar documentation, the Service Descriptions and the Program Documentation for Oracle Cloud Services are available at <http://www.oracle.com/contracts>.

Oracle Cloud Services are provided under the terms of the Oracle agreement, ordering document, and Service Specifications applicable to such services. Oracle’s delivery of the Services is conditioned on Your and Your users’ compliance with Your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Oracle’s discretion; however Oracle policy changes will not result in a material reduction in the level of performance, security, or availability of the Cloud Services provided during the Services Period of Your order.

Oracle Cloud Services are deployed at data centers or third-party infrastructure service providers retained by Oracle, with the exception of Oracle Remote Cloud Services. Oracle Remote Cloud Services are Public Cloud Services that are deployed at Your data center or a third-party data center retained by You. Customers may purchase these services standalone or they may be deployed as the underlying platform for other Oracle Cloud Services. For Oracle Remote Cloud Services, Oracle will deliver to Your data center certain hardware components, including gateway equipment, needed by Oracle to operate these services. You are responsible for providing adequate space, power, and cooling to deploy the Oracle hardware including the gateway, and for ensuring adequate network connectivity for Oracle Cloud Operations to access the Services. Oracle is solely responsible for maintenance of the Oracle hardware components including gateway equipment.

These Delivery Policies do not apply to Oracle BigMachines Express, Oracle ETAWorkforce, or such other Oracle Cloud offerings as specified by Oracle in Your ordering document or the applicable Service Description.


1 Oracle Cloud Security Policy

1.1 Oracle Information Security Practices - General

Oracle has adopted security controls and practices for Oracle Cloud Services that are designed to protect the confidentiality, integrity, and availability of customer data that is hosted by Oracle in the Services. Oracle continually works to strengthen and improve those security controls and practices.

Oracle Cloud Services operates under practices which are aligned with the ISO/IEC 27002 Code of Practice for information security controls, from which a comprehensive set of controls are selected.

Oracle Cloud information security practices establish and govern areas of security applicable to Oracle Cloud Services and to Your use of such Services. Oracle personnel (including employees, contractors, and temporary employees) are subject to the Oracle information security practices and any additional policies that govern their employment or the Services they provide to Oracle.



Rather than focusing on individual components, Oracle Cloud takes a holistic approach to information security, implementing a multilayered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance, and oversight.

1.2 User Encryption for External Connections

Your access to Oracle Cloud Services is through a secure communication protocol provided by Oracle. If access is through a TLS enabled connection, that connection is negotiated for at least 128 bit encryption or stronger. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS certified applications deployed at Oracle. It is recommended that the latest available browsers certified for Oracle programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. The list of certified browsers for each version of Cloud Services will be made available via a portal accessible to You or in the corresponding Service Description. In some cases, a third party site that You wish to integrate with the Cloud Service may not accept an encrypted connection. For Cloud Services where HTTP connections with the third party site are permitted by Oracle, Oracle will enable such HTTP connections in addition to the HTTPS connection.

1.3 Physical Security Safeguards

Oracle provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and Oracle controlled co-locations/datacenters currently include for example:

- » Physical access requires authorization and is monitored.
- » All employees and visitors must visibly wear official identification while onsite.
- » Visitors must sign a visitor's register and be escorted and/or observed while onsite.
- » Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Oracle employment must return keys/cards.

Additional physical security safeguards are in place for Oracle controlled Cloud data centers, which currently include safeguards such as:

- » Premises are monitored by CCTV.
- » Entrances are protected by physical barriers designed to prevent unauthorized entry by vehicles.
- » Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management.

This section does not apply to Oracle Remote Cloud Services. You must provide secured computing facilities for the hosting and operation of the Service related hardware, including the gateway hardware required for Oracle to access the Services.

1.4 Oracle Software Security Assurance

Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing, and maintenance of its products and services, including the Oracle Cloud Services. The OSSA program is described at <http://www.oracle.com/us/support/assurance/overview/index.html>.

1.5 Customer Security Related Obligations

You are responsible for:

- » Implementing Your own comprehensive system of security and operational policies, standards and procedures, according to Your risk-based assessments and business requirements.
- » Ensuring that end-user devices meet web browser requirements and minimum network bandwidth requirements for access to the Services.

- » Managing client device security controls, so that antivirus and malware checks are performed on data or files before importing or uploading data into the Services.
- » Maintaining Customer-managed accounts according to Your policies and security best practices.
- » Additionally, for Oracle Remote Cloud Services, You are responsible for providing adequate network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to your Oracle Cloud Service from your networks.

2 Oracle Cloud Service Continuity Policy

2.1 Oracle Cloud Services High Availability Strategy

Oracle deploys the Oracle Cloud Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. Data centers retained by Oracle to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers including network infrastructure, program servers, database servers, and/or storage.

2.2 Oracle Cloud Services Backup Strategy

Oracle periodically makes backups of Your production data in the Oracle Cloud Services for Oracle's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the Oracle Cloud Services, and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Your data on Your behalf. However, on an exception basis and subject to written approval and additional fees, Oracle may assist You to restore data which You may have lost as a result of Your own actions.

3 Oracle Cloud Service Level Objective Policy

3.1 Hours of Operation

The Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods, technology upgrades and as otherwise set forth in the agreement, the ordering document and this *Oracle Cloud Service Level Objective Policy*.


3.2 Service Availability

Commencing at Oracle's activation of Your production service, Oracle works to meet the Target Service Availability Level, or Target Uptime, of 99.5% in accordance with the terms set forth in the Cloud Service Pillar documentation for the applicable Cloud Service (or such other Target System Availability Level or Target Uptime specified by Oracle for the Cloud Service in such documentation).

The foregoing is contingent on Your adherence to Oracle's recommended minimum technical configuration requirements for accessing and using the Services from Your network infrastructure and Your user work stations as set forth in the Cloud Services Program Documentation.

3.2.1 Measurement of Availability

Following the end of each calendar month of the Services Period, Oracle measures the System Availability Level or System Uptime over the immediately preceding month by dividing the difference between the total number of



minutes in the monthly measurement period and any Unplanned Downtime by the total number of minutes in the measurement period, and multiplying the result by 100 to reach a percent figure.

3.2.2 Reporting of Availability

Oracle will provide You with access to a Customer notifications portal. This portal will provide metrics on the System Availability Level for Cloud Services purchased under the ordering document. For those Cloud Services for which such metrics are not available via the Customer notifications portal, Oracle will provide metrics on the System Availability Level upon receipt of a Service Request submitted by You to Oracle requesting the metrics.

3.3 Definition of Unplanned Downtime


“Unplanned Downtime” means any time during which the Services are not Available, but does not include any time during which the Services or any Services component are not Available due to:

- » A failure or degradation of performance or malfunction resulting from scripts, data, applications, equipment, infrastructure, software, performance testing or monitoring agents directed or provided or performed by You;
- » Outages caused by scheduled and announced maintenance, or outages initiated by Oracle at Your request or direction or initiated by You for maintenance, activation of configurations, backups or other purposes that require the Services to be temporarily taken offline;
- » Unavailability of management, auxiliary or administration services, including administration tools, reporting services, utilities, third party software components, or other services supporting core transaction processing, not within the sole control of Oracle;
- » Outages resulting from Your equipment, third party equipment or software components not within the sole control of Oracle;
- » For Oracle Remote Cloud Services, downtime or other unavailability, including due to maintenance, of Your data center;
- » For Oracle Remote Cloud Services, downtime or other unavailability occurring outside the on-site hours defined under Your order for Oracle’s Cloud Operations personnel at Your data center;
- » Events resulting from an interruption or shut down of the Services due to circumstances reasonably believed by Oracle to be a significant threat to the normal operation of the Services, the operating infrastructure, the facility from which the Services are provided, access to, or the integrity of Your Content (e.g., a hacker or malware attack);
- » Outages due to system administration, commands, or file transfers performed by Your users or representatives;
- » Outages due to denial of service attacks, natural disasters, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, acts against parties (including carriers and Oracle’s other vendors), or other force majeure events or circumstances outside of Oracle’s control;
- » Inability to access the Services or outages caused by Your conduct, including Your negligence or breach of Your contractual obligations;
- » Your lack of availability or unreasonable delay in responding to incidents that require Your participation for source identification and/or resolution, including meeting Your responsibilities for any Services; or
- » Outages caused by failures or fluctuations in electrical, connectivity, network or telecommunications equipment or lines due to Your conduct or circumstances outside of Oracle’s control.

Oracle Cloud Services are “not available” at any time during which a problem with the service prevents Your connectivity to the service as applicable in the corresponding pillar documentation

3.4 Monitoring

Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud production service as applicable and the operation of infrastructure and network components. Oracle does not monitor, or



address deviations experienced by any non-Oracle managed components used by You in the Services, such as non-Oracle applications.

3.4.1 Monitored Components

Oracle monitors the hardware that supports the Oracle Cloud Services, and currently generates alerts for monitored network components, such as CPU, memory, storage, database, and other components. Oracle's Operations staff monitors alerts associated with deviations to Oracle defined thresholds, and follows standard operating procedures to investigate and resolve underlying issues.

3.4.2 Customer Monitoring & Testing Tools

Due to potential adverse impact on service performance, security and availability, You may not, as to any program or feature of, or service component within, the Services, (a) use Your own testing tools (including automated user interfaces and web service calls to any Oracle Cloud Service) or perform network or vulnerability scans or penetration tests to directly or indirectly seek to measure security, or (b) use Your own monitoring tools (including automated user interfaces and web service calls to any Oracle Cloud Service) to directly or indirectly seek to measure availability or performance.

You may not use nor authorize the use of data scraping tools or technologies to collect data available through any Oracle user interface or via web service calls without the express written permission of Oracle. Oracle reserves the right to require Your proposed data scraping tools to be validated and tested by Oracle prior to use in production and to be subsequently validated and tested annually. Oracle may require that a written statement of work be executed to perform such testing and validation work subject to additional fees.

You may not make workload changes beyond the amount permitted under the entitlements provided under Your order.

Oracle reserves the right to remove or disable access to any tools or technologies that violate the restrictions in this section, without any liability to You.

4 Oracle Cloud Change Management Policy

4.1 Oracle Cloud Change Management and Maintenance


Oracle Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software that is provided by Oracle as part of the Services, to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud. Oracle follows formal change management procedures to review, test, and approve changes prior to application in the production service.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and customer specific changes. Oracle Cloud change management procedures are designed to minimize service interruption during the implementation of changes.

Oracle reserves specific maintenance periods for changes that may require the Services to be unavailable during the maintenance period. Oracle works to ensure that change management procedures are conducted during scheduled maintenance windows, while taking into consideration low traffic periods and geographical requirements.

Oracle will provide prior notice of modifications to the standard maintenance period schedule. For Customer-specific changes and upgrades, where feasible, Oracle will coordinate the maintenance periods with You.

For changes that are expected to cause service interruption, Oracle will work to provide prior notice of the anticipated impact. The durations of the maintenance periods for planned maintenance are not included in the



calculation of Unplanned Downtime minutes in the monthly measurement period for System Availability Level (see the *Oracle Cloud Service Level Objective Policy*). Oracle uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

4.1.1 Emergency Maintenance

Oracle may be required to execute emergency maintenance in order to protect the security, performance, availability, or stability of the Services. Emergency maintenance may include program patching and/or core system maintenance as required. Oracle works to minimize the use of emergency maintenance, and to the extent reasonable under the circumstances as determined by Oracle, will work to provide 24 hours prior notice for any emergency maintenance requiring a service interruption.

4.1.2 Major Maintenance Changes

To help ensure continuous stability, availability, security and performance of the Cloud Services, Oracle reserves the right to perform major changes to its hardware infrastructure, operating software, applications software and supporting application software under its control, typically no more than twice per calendar year. Each such major change event is considered scheduled maintenance and may cause the Cloud Services to be unavailable. Each such event is targeted to occur at the same time as the scheduled maintenance period. Oracle will work to provide no less than 60 days prior notice of a major change event.

4.1.3 Data Center Migrations

Oracle may migrate Your Services deployed in datacenters retained by Oracle between production data centers in the same data center region as deemed necessary by Oracle or in the case of disaster recovery. For data center migrations for purposes other than disaster recovery, Oracle will provide a minimum of 30 days notice to You.

4.2 Software Versioning

4.2.1 Software Upgrades and Updates

Oracle requires all Cloud Services customers to keep the software versions of the Services current with the software versions that Oracle designates as generally available (GA) for such Services. Software updates or upgrades will follow the release of every GA release and are required for the Services in order to maintain version currency. Oracle's obligations under these Delivery Policies, including *the Cloud Service Continuity Policy*, *Cloud Service Levels Objective Policy*, and the *Cloud Support Policy*, are dependent on You maintaining GA version currency. Oracle is not responsible for performance, functionality, availability or security issues experienced with Services that may result from running earlier versions.

4.2.2 End of Life

Oracle will not support older versions beyond the End of Life Policy described as follows. Oracle will host and support only the designated GA version of a Service. All other versions of the service are considered as "end of life" (EOL). Oracle does not provide Services for EOL versions. You are required to complete the Services upgrade to the latest version before the EOL of a given version. You acknowledge that failure to complete the upgrade prior to the EOL of a Service version may result in an upgrade automatically performed by Oracle or a suspension of the Services. In certain circumstances where a Service version reaches EOL and Oracle does not make available an upgraded version, Oracle may designate, and require You to transition to, a successor cloud service.

5 Oracle Cloud Support Policy

The support described in this *Oracle Cloud Support Policy* applies only for Oracle Cloud Services and is provided by Oracle as part of such Services under Your order. Oracle may make available, and You may order for additional fees, additional support service offerings made available by Oracle for the Services.

5.1 Oracle Cloud Support Terms

5.1.1 Support fees

The fees paid by You for the Oracle Cloud Services under Your order include the support described in this Oracle Cloud Support Policy. Additional fees are applicable for additional Oracle support services offerings purchased by You.

5.1.2 Support period

Oracle Cloud support becomes available upon the service start date and ends upon the expiration or termination of the Services (the "support period"). Oracle is not obligated to provide the support described in this Oracle Cloud Support Policy beyond the end of the support period.

5.1.3 Technical contacts

Your technical contacts are the sole liaisons between You and Oracle for Oracle Cloud support services. Such technical contacts must have, at minimum, initial basic service training and, as needed, supplemental training appropriate for specific role or implementation phase, specialized service/product usage, and migration. Your technical contacts must be knowledgeable about the Services in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, Your technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in support services, You must notify Oracle whenever technical contact responsibilities are transferred to another individual.

5.1.4 Oracle Cloud Support


Support Services for Oracle Cloud consists of:

- » Diagnosis of problems or issues with the Oracle Cloud Services.
- » Reasonable commercial efforts to resolve reported and verifiable errors in the Oracle Cloud Services so that they perform in all material respects as described in the associated Program Documentation.
- » Support during Change Management activities described in the *Oracle Cloud Change Management Policy*.
- » Assistance with technical service requests 24 hours per day, 7 days a week.
- » 24 x 7 access to a Cloud Customer Support Portal designated by Oracle (e.g., My Oracle Support) and Live Telephone Support to log service requests.
- » Access to community forums.
- » Non-technical Customer service assistance during normal Oracle business hours (8:00 to 17:00) local time.

5.2 Oracle Cloud Customer Support Systems

5.2.1 Cloud Customer Support Portal

Oracle provides customer support for the Cloud Service acquired by You through the Cloud Customer Support Portal designated for that Cloud Service. Access to the applicable Cloud Customer Support Portal is governed by the Terms of Use posted on the designated support web site, which are subject to change. A copy of these terms is available upon request. Access to the Cloud Customer Support Portal is limited to Your designated technical



contacts and other authorized users of the Cloud Services. Where applicable, the Oracle Cloud Customer Support Portal provides support details to Your designated technical contacts to enable use of Oracle Cloud support. All service notifications and alerts relevant to Your Cloud Service are posted on this portal.

5.2.2 Live Telephone Support

Your technical contacts may access live telephone support via the phone numbers and contact information found on Oracle's support web site at <http://www.oracle.com/support/contact.html>.

5.3 Severity Definitions

Service requests for Oracle Cloud Services may be submitted by Your designated technical contacts via the Oracle Cloud Customer Support Portal noted above. The severity level of a service request submitted by You is selected by both You and Oracle, and must be based on the following severity definitions:

Severity 1

Your production use of the Oracle Cloud Services is stopped or so severely impacted that You cannot reasonably continue work. You experience a complete loss of service. The impacted operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- » Data corrupted
- » A critical documented function is not available
- » Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- » Service crashes, and crashes repeatedly after restart attempts

Oracle will use reasonable efforts to respond to Severity 1 service requests within fifteen (15) minutes. Oracle will work 24x7 until the Severity 1 service request is resolved, a reasonable work-around is put in place, or as long as useful progress can be made. You must provide Oracle with a technical contact during this 24x7 period to assist with data gathering, testing, and applying fixes. You are required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

Severity 2

You experience a severe loss of service. Important features of the Oracle Cloud Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

Severity 3

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

Severity 4

You request information, enhancement, or documentation clarification regarding the Oracle Cloud Services, but there is no impact on the operation of such service. You experience no loss of service.

5.4 Change to Service Request Severity Level

5.4.1 Initial Severity Level

At the time Oracle accepts a service request, Oracle will record an initial severity level of the service request based on the above severity definitions. Oracle's initial focus, upon acceptance of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.

5.4.2 Downgrade of Service Request Levels

If, during the service request process, the issue no longer warrants the severity level currently assigned based on its current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

5.4.3 Upgrade of Service Request Levels

If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact.

5.4.4 Adherence to Severity Levels definitions

You shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the applicable Oracle Cloud Service. You acknowledge that Oracle is not responsible for any failure to meet performance standards caused by Your misuse or mis-assignment of severity level designations.

5.5 Service Request Escalation

For service requests that are escalated, the Oracle support analyst will engage the Oracle service request escalation manager who will be responsible for managing the escalation. The Oracle service request escalation manager will work with You to develop an action plan and allocate the appropriate Oracle resources. If the issue underlying the service request continues to remain unresolved, You may contact the Oracle service request escalation manager to review the service request and request that it be escalated to the next level within Oracle as required. To facilitate the resolution of an escalated service request, You are required to provide contacts within Your organization that are at the same level as that within Oracle to which the service request has been escalated.

6 Oracle Cloud Suspension and Termination Policy


6.1 Termination of Cloud Services

After termination or expiration of the Services under Your order, or at Your request, Oracle will delete or otherwise render inaccessible the production Services, including Your Content residing therein, in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Oracle preventing it from deleting all or part of the service environment.

For a period of no less than 60 days after the termination or expiration of the Services, Oracle will make available Your production data via secured protocols, or keep the service system accessible, for the purpose of data retrieval by You. During this period, the service system should not be used for production activities. Oracle has no obligation to retain Your Content after this 60 day period.

If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the service (e.g., My Oracle Support).

Data retrieval and any related assistance by Oracle is not applicable for Services that do not store Your Content. You are responsible for ensuring that if those Services are dependent on separate Cloud Services, such as Storage Cloud Service or Database Cloud Services, for the storage of data, those separate Cloud Services must have a valid duration through the end of the terminating Service to enable data retrieval.



For Oracle Remote Cloud Services, You must make available for retrieval by Oracle any Service related hardware components, including the gateway, provided by Oracle in good working order and the same condition as at the start of the Services subject to reasonable wear and tear for appropriate use.

6.2 Termination of Pilot Environments

This *Oracle Cloud Suspension and Termination Policy* applies to production pilots of Oracle Cloud Services. Production pilots are not available for all Oracle Cloud Services.

6.3 Suspension Due to Violation





If Oracle detects a violation of, or is contacted about a violation of, Services related terms and conditions or acceptable use policy, Oracle will assign an investigating agent. The investigating agent may take actions including but not limited to suspension of user accounts, suspension of administrator accounts, or suspension of access to the Services until the issues are resolved.



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Integrated Cloud Applications & Platform Services

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