



Oracle Professional Services Delivery Policies



Effective Date: August 2, 2024; Version 3.0

These Professional Services Delivery Policies (“Policies”) apply to the consulting services, customer success services, and managed services You ordered (“Services”). These Policies do not apply to Oracle Cloud Services. Oracle may update these Policies and the documents referenced herein; however, Oracle updates will not result in a material reduction in the level of performance, functionality, security, or availability of the Services, or in a material increase in the level of Your cooperation, for the duration of Your order.

ON-SITE SERVICES

You and Oracle must agree upon the performance of the Services at one of Your facilities, taking into consideration all applicable laws, regulations, standards, and protocols. If agreed upon, You must provide a safe and healthy workspace for all Oracle resources (e.g., free from recognized hazards that cause, or are likely to cause, serious physical harm or death, and with acceptable ventilation, oxygen concentration and sound levels, and ergonomically correct workstations).

If the performance of on-site Services becomes negatively impacted due to a declared disaster, public health or safety concern, or national or global emergency, Oracle and You shall cooperate in good faith to review such impact and, if necessary, invoke the change control process.

If requested, Oracle resources will obtain a badge to enter Your facilities and comply with Your reasonable physical security and safety policies and procedures while on-site, to the extent they do not violate any applicable law (including privacy laws), place Oracle resources in harm, or require Oracle resources to undergo background checks or other screening (unless set forth in Your order). However, no terms included in any such policies and procedures shall modify the Services, and You shall provide training regarding such policies and procedures as requested.

NETWORK ACCESS

You and Oracle will agree upon the access to Your systems and environments (including cloud tenancies) in order for Oracle to perform the Services. You are responsible for granting, securing, and managing Oracle’s access.

If You and Oracle agree that the Services will be performed remotely, You shall provide and be responsible for maintaining remote access to Your systems and environments (including cloud tenancies) to enable Oracle to perform such Services, using: an Oracle-defined virtual private network; Oracle FastConnect, Oracle Advanced Support Gateway/Portal, or similar Oracle technology; or the Oracle Web Conference or other agreed-upon, third-party web conferencing application (collectively, “remote access tools”).

Oracle is not responsible for any network connections or related problems, or for Your failure to provide and maintain remote access to Your systems and environments.

THIRD-PARTY COLLABORATION TOOLS

If You and Oracle agree, Oracle will provide You with access to third-party tools (e.g., Confluence, Wrike, or Jira) to promote collaboration related to the Services (each, a “collaboration tool”). Upon such access, You agree to:

- Only use a collaboration tool in connection with the Services, and cease use upon the end of the Services or written notice by Oracle, whichever is earlier.
- Promptly notify Oracle when You authorize an individual to use a collaboration tool and when You revoke such authorization due to reassignment, resignation, or termination.
- Do not store source code or product, security, financial, personal, or production data in a collaboration tool.
- Comply with the terms of service for a collaboration tool; specifically, for Wrike at <https://www.wrike.com/security/terms/>; and for Atlassian at <https://www.atlassian.com/legal/atlassian-customer-agreement>.

A collaboration tool is offered on an “as is” and “as available” basis without any warranty, express or implied, or indemnity or liability.

YOUR COOPERATION

Oracle’s ability to perform the Services depends upon You providing the cooperation listed below and in Your order and as agreed upon during the Services (collectively, “cooperation”):

1. For Services related to Oracle Cloud Services, obtain and maintain the Oracle Cloud Services under separate contract prior to and during the Services.
2. For all other Services: (a) obtain licenses for all applicable Products under separate contract prior to the commencement of the Services; (b) maintain the properly configured hardware/operating system platform to support the Services; and (c) maintain annual technical support for all such Products with access to software patches and updates made available by Oracle under separate contract during the Services.
3. Provide information, data, and documentation agreed upon for the Services.
4. Allocate agreed-upon functional, technical, and business resources, including from Your third parties, with the skills and knowledge to support the performance of the Services.
5. Provide the rights for Oracle to use, on Your behalf, any agreed-upon third-party products that are part of Your system or used to perform the Services.
6. Provide notices and obtain consents agreed upon for Oracle to perform the Services.

If You fail to provide reasonable cooperation, Oracle will not be responsible for any resulting deficiency in performing the Services.

PRIVACY AND SECURITY

In performing the Services, Oracle will comply with the following documents (which are incorporated herein):

- Oracle Services Privacy Policy, available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html>.
- Oracle Data Processing Agreement for Oracle Services, available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>.
- Oracle Corporate Security Practices (“Security Practices”), available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf>.

The Security Practices cover the management of security for Oracle’s internal operations and the development and delivery of Oracle products and services. These Security Practices apply to all Oracle personnel, including employees and subcontractors, and cover a wide array of topics, such as organizational security, information security, asset management, access control, and security awareness.

SUBCONTRACTORS

Oracle may use subcontractors to support its performance of the Services, subject to any applicable terms and conditions in Your Master Agreement or order; provided that Oracle is responsible for its subcontractors’ performance to the same extent as its employees’ performance.

CHANGE CONTROL PROCESS

All requests for proposed changes to the Services must be in writing, including those related to changes in scope, deliverables, Your cooperation, project assumptions, or any other aspect of Your order.

Oracle shall not be obligated to perform, and You shall not be obligated to pay for, tasks related to any such changes unless agreed upon in an amendment to Your order.