

CRM On Demand @Oracle

Software as a Service Policies

*Version 1.5
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Unless otherwise stated, these Oracle CRM On Demand Software as a Service Policies (the "Policies") describe the Oracle CRM On Demand Software as a Service offerings (the "services") ordered by you under your ordering document.

General

The services described herein are provided under the terms of the agreement, ordering document and these Policies, and Oracle's delivery of the services is conditioned on your and your users' compliance with your obligations and responsibilities set forth therein. These 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 services provided during the period for which fees for the services have been paid.

Access

The services are provided by Oracle from an Oracle data center facility at which your environment resides and to which environment you have remote access. You may access the services, via the Internet, through Oracle's designated portals for Software as a Service, at the following URLs (or such other URLs as may be designated by Oracle for your use):

For Oracle CRM On Demand: <https://sso.crmondemand.com/router/logon.jsp>

For Oracle Social CRM: www.sales.com or <http://sales.oracle.com/en-us/>

You are required to acquire and maintain Internet connectivity for the duration of the services. Oracle may access your environment during the services term to perform the services.

The services network utilizes redundant firewalls configured to allow network traffic using the protocols, ports, and IP addresses originating from your router and your authorized users.

Customer is responsible for identifying and validating all authorized users and for approving access by such users to the Oracle programs within the services environment.

Your authorized licensed user(s) may access the services by using a unique User Sign In ID. User Sign In IDs are not permitted to be shared or used by more than one individual user. Users may not use a single User Sign In ID to log on to the services more than once simultaneously unless expressly agreed to by Oracle. To request approval, you must log a Service Request. Service allotments defined for the services apply to use of the services by your users, including by any individual user who is permitted to access the services via more than one simultaneous log in under a single User Sign In ID.

Support Services

As part of the services, Oracle will provide you with Software as a Service Support for the Oracle programs within your services environment under the ordering document, in accordance with Oracle's Software as a Service Support Policies in effect at the time the support is provided. You may access the current version of the Software as a Service Support Policies online at <http://oracle.com/contracts> and at <http://support.oracle.com> using the following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

If you experience an incident in connection with your use of the services, then promptly after the occurrence of the incident, you must log a service request as described in the Oracle Software as a Service Support Policies.

Program Documentation

The Oracle programs within the services environment are designed to operate in all material respects as described in the program documentation for such programs. The program documentation is incorporated in these Policies, and you may access the program documentation online at

<http://oracle.com/contracts> and at <http://support.oracle.com> using the following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

Security Practices and System Management

The *Oracle SaaS Security Practices* document, and the *Supplement to Oracle Software as a Service (SaaS) Security Practices for CRM On Demand @Oracle* document, describes the administrative, physical, and technical safeguards designed to protect your data in the services environment and describes other aspects of system management applicable to the services (e.g., system maintenance performed by Oracle; Customer testing of the services; use of monitoring tools, etc.). The current versions of these documents are available at: <http://support.oracle.com> using the following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

Additional Users

If you order additional users for the services set forth in the ordering document ("Additional Users"), the fees for all such Additional Users will be billed in whole month increments, including Additional Users implemented in the middle of a month. Additional Users will expire at the end of the services term set forth in the initial ordering document for the services issued by Oracle.

Change Management and Application Upgrade

During the services term, Oracle will periodically deploy Oracle patches, maintenance releases, updates and upgrades to the CRM On Demand application within your services environment. Oracle will endeavor to provide you with notice in advance of any Production upgrade, including but not limited to dates for Production upgrade, key upgrade milestones, and links to release documentation available on the Training and Support Center. You may access the Training and Support Center online at <https://sso.crmondemand.com/router/logon.jsp> and at <http://support.oracle.com> using the following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

Service Allotments

Certain quantities apply to, and govern, the Oracle CRM On Demand Services ordered by you under the ordering document (the "service allotments"), as specified in the Service Allotments for Oracle CRM On Demand document. That document is incorporated in these Policies, and you may access the document online at: <http://support.oracle.com> using the

following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

Customer Test Environment (CTE)

You may use certain Customer Test Environments as part of the Oracle CRM On Demand Services, as specified in the Oracle CRM On Demand Customer Test Environment Policy document. That document is incorporated in these Policies, and you may access the document online at: <http://support.oracle.com> using the following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

Stage

You may use Stage as part of the Oracle CRM On Demand Services, as specified in the Oracle CRM On Demand Stage Policy document. That document is incorporated in these Policies, and you may access the document online at: <http://support.oracle.com> using the following path: Search Knowledge Base > 870963.5 > Software as a Service (SaaS) Documentation.

Your Obligations

Oracle's performance of the services is dependent on your timely provision of assistance, cooperation, complete and accurate information from your officers, agents and employees, and your timely responses to incidents that require your participation for source identification and/or resolution. As reasonably requested by Oracle, you will provide Oracle with access to the relevant functional, technical and business resources with adequate skills and knowledge to support the performance of services. You are responsible for ensuring that your users comply with the terms referenced in these Policies, the agreement and the ordering document, and you shall be responsible for any breach or deficient performance by any user of such terms. You are responsible for ensuring that your network and systems comply with specifications that Oracle provides. Oracle is not responsible for your network connections or for conditions or problems arising from or related to your network connections (e.g., bandwidth issues, excessive latency, network outages), or caused by the Internet.

System Availability

System Availability Provisions. Commencing at Oracle's activation of your production services environment, and provided that you remain in compliance with the terms of the ordering document (including the agreement), Oracle will endeavor to meet or exceed the Target System

Availability Level for the services in accordance with the terms set forth in this System Availability section.

Definition of Availability. “Availability” or “Available” means you are able to log in and access the services, subject to the following provisions. Scheduled maintenance, including but not limited to Oracle’s planned monthly maintenance window posted on Oracle’s Software as a Service web-based portal, and any period in which you are unable to use the services due to your conduct or any circumstances outside of the control of Oracle, including but not limited to the following, shall not be circumstances where the services are not Available:

- (i) a failure or malfunction resulting from scripts, data, applications, equipment, infrastructure, or services provided and/or performed by you;
- (ii) planned outages, or outages initiated by Oracle at the request or direction of you, for maintenance, back up, or other purposes;
- (iii) outage occurring as a result of any actions or omissions taken by Oracle at the request or direction of you;
- (iv) outage resulting from your equipment and/or third party equipment not within the sole control of Oracle;
- (v) 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 facility from which the services are provided, or access to or integrity of your data (e.g., a hacker or a virus attack);
- (vi) outage due to system administration, commands, file transfers performed by your users or representatives;
- (vii) other activities you direct, 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), and other force majeure items;
- (viii) inability to access the services caused by your negligence or breach of your material obligations under the Agreement;
- (ix) lack of availability or untimely response time of you to respond to incidents that require your participation for source identification and/or resolution, including meeting your responsibilities for any services; and

(x) outage 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.

Target System Availability Level. The “Target System Availability Level” is the System Availability Level that Oracle endeavors to meet or exceed during each measurement period described below, commencing at Oracle’s activation of your production Services environment. If you have ordered Gold Software as a Service (a “Gold Customer”), the Target System Availability Level is 99.7% for each month of the services. If you have not ordered Gold Software as a Service (a “Standard Customer”), the Target System Availability Level is 99.5% for each rolling three month period of services.

Measurement of Availability. After the end of each month of the services term, Oracle will measure the System Availability Level over the immediately preceding measurement period (i.e., the prior consecutive rolling three month period for Standard Customers and Gold Customers). The “System Availability Level” is the number of minutes during each such measurement period, as applicable, that the services were Available to you, divided by the total number of minutes during such period as measured at the end of such period, times 100.

Reporting. If you experience an incident in connection with your use of the services that is not consistent with the standard, documented operation of the services, and which causes, or may cause, the services to not be Available to you, then promptly after the occurrence of the incident, you must log a service request (and provide such other required notification to Oracle, e.g., a telephone call for a severity level 1 outage). The service request process is described in the Oracle Software as a Service Support Policies. In addition, to facilitate Availability of the services, you are also required to notify Oracle within a commercially reasonable time in advance of any events planned or anticipated by you that may impact Oracle’s ability to meet the Target System Availability Level. You may access reports concerning Oracle’s performance against the Target System Availability Level via My Oracle Support.

Monitoring Tools. Due to potential adverse impact on service performance and availability, you may not use monitoring tools (including automated user interfaces and web service calls to any Oracle portal) that directly or indirectly seek to measure the availability of any application or feature of or within the services or environment, except as otherwise expressly permitted in the ordering document. Oracle reserves the right to remove or disable access to the service if any such monitoring tools are used, and Oracle shall have no liability to you in the event that Oracle takes such action. You agree

to defend and indemnify Oracle against any claim arising out of your violation of this section.