

Oracle Customer Data and Device Retention for Oracle Cloud at Customer

| Service Offering | Part # |
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| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - Initialization - IaaS | B89103 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - Initialization - PaaS | B89204 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - Initialization - IaaS | B89105 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - Initialization - IaaS | B89106 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - Initialization - PaaS | B89107 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage Server - Initialization - PaaS | B92813 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - IaaS | B89108 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Base - PaaS | B89109 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage - IaaS | B89110 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - IaaS | B89111 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Compute - PaaS | B89112 |
| Oracle Customer Data and Device Retention for Oracle Cloud at Customer: Storage Server - PaaS | B92814 |

Description of Services

Oracle Customer Data and Device Retention for Oracle Cloud at Customer (“DDR”) permits You to retain eligible hardware items that may contain Your sensitive, confidential, or classified data (“Retained Hardware”) that have been removed from the Oracle Advanced Support Gateway and Your hardware system placed onsite in Your data center for Your Oracle Cloud at Customer subscription.

For purposes of DDR, Retained Hardware refers to the following:

- Hard disk drives (HDD)
 - Solid-state drives (SSD)
 - Persistent memory (PMEM) components
1. If Oracle, in its sole discretion, determines that Retained Hardware needs to be replaced in accordance with Your Oracle Cloud at Customer subscription, Oracle will:
 - a. Send a replacement part to Your location in accordance with the [Delivery Method Chart: Replacement Parts and Installation of Integrated Software Updates](#) and consistent with the [Onsite Response Time Targets for Hardware Support](#) using commercially reasonable efforts.

- i. Replacement parts will be of new or like-new quality. After five years from last ship date, replacement parts may not be available and/or the response times for sending replacement parts may be delayed.
 - b. Remove the malfunctioning hardware.
 - c. Install the replacement hardware and leave the Retained Hardware with Your designated point of contact.
2. At the expiration of the Term of Your Oracle Cloud at Customer subscription, Oracle will document and remove all Retained Hardware from Your Oracle Cloud at Customer environment and leave the Retained Hardware and the associated documentation with Your designated point of contact.

Obligations and Assumptions.

In addition to the obligations stated in Your order, You acknowledge that Oracle's ability to perform DDR depends upon Your fulfillment of the following obligations and assumptions:

1. Your Obligations.
 - a. Prior to commencement of DDR, purchase an Oracle Cloud at Customer subscription and maintain Your subscription for the duration of the Term.
 - b. Purchase, and maintain for the duration of the Term, DDR for all hardware installed in Your Oracle Cloud at Customer environment.
 - c. Identify a designated contact to Oracle, with the appropriate level of authority, to accept the Retained Hardware.
 - d. Backup all data and software contained on or in the Retained Hardware prior to the removal or replacement of the Retained Hardware.
 - e. Properly store, dispose of, and/or destroy all Retained Hardware.
 - f. Provide any notices, and obtain any consents, required for Oracle to perform DDR.
 - g. Acknowledge that if Oracle's cost of providing DDR is increased because of (i) Your failure to meet the obligations listed herein, (ii) failure to provide cooperation, or (iii) any other circumstance outside of Oracle's control, You will be charged for such increased costs.
 - h. Acknowledge that you will be charged the higher of the then-current fee or a minimum of \$500.00 for each malfunctioning part that is not DDR eligible that You fail to return.
2. Assumptions.
 - a. If DDR services are purchased under the same order as Your Oracle Cloud at Customer subscription, DDR commences on the start date identified in Your Oracle Cloud at Customer order.
 - b. If DDR services are purchased under a separate order, DDR commences as identified in Your order.
 - c. DDR will be provided by local delivery resources (i.e., delivery resources local to Your location).
 - d. Central processing units ("CPUs") are excluded from Retained Hardware.
 - e. CPU board(s), controller(s), and/or server(s) that contain non-volatile memory will be individually removed at the end of the Term and the CPU returned to Oracle.

- f. All Oracle Cloud at Customer hardware, including the Oracle Advanced Support Gateway, remains the property of Oracle (i) until the Retained Hardware has been given to Your designated point of contact as a result of a replacement part or (ii) at the expiration of the Term of Your Oracle Cloud at Customer order.
- g. Upon receipt of the Retained Hardware by Your designated point of contact, title of the Retained Hardware transfers from Oracle to You.
- h. Any other services not expressly identified herein are considered out of scope.

DDR Fees.

You shall pay Oracle the DDR fees for the entire Oracle Cloud Services Period as defined in Your Oracle Cloud at Customer order, regardless of when You purchase DDR. If you did not acquire DDR at the time You entered into the Oracle Cloud at Customer order, then the DDR fees shall be the fees that would have been charged if DDR had been ordered initially with Your Oracle Cloud at Customer order. Once placed, Your order for DDR is non-cancelable and the sums paid non-refundable.

End of Services

DDR is coterminous with the Oracle Cloud Services Period as defined in Your order for the Oracle Cloud at Customer subscription associated with Your DDR order.

Project Management

You shall designate a project manager who shall be solely responsible for (i) project management associated with this Service Description and (ii) direction of DDR provided to You by Oracle under this Service Description. Oracle shall provide DDR under this Service Description only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this Service Description.