

Oracle SaaS Public Cloud Services-Pillar Document

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SCOPE

This document applies to Oracle SaaS Public Cloud Services purchased by You, and supplements the *Oracle Cloud Hosting and Delivery Policies* incorporated into Your order. Section numbers correspond to section numbers in the *Oracle Cloud Hosting and Delivery Policies*.

1. ORACLE CLOUD SECURITY POLICY

1.2 Physical Security Safeguards

For Oracle Moat Analytics Cloud Service and Oracle CrowdTwist Cloud Service, the following applies in lieu of the text in section 1.2 of the Oracle Cloud Hosting and Delivery Policies:

In accordance with reasonable practices, Oracle provides secured computing facilities for both office locations and production Cloud infrastructure.

1.4 Data Access Controls

Oracle personnel with access to the Services environment for the Cloud Services (including access to Your Content residing in the Services) will be granted entitlements using Oracle Identity Manager (“OIM”). Each such member of Oracle personnel is provisioned with a unique ID before the individual is granted access to system components of the Cloud Services. The access rights and entitlements are reviewed by Oracle on a quarterly basis. All access and authorization decisions are logged by Oracle, with the following event descriptions recorded: who, what and when.

For Oracle Moat Analytics Cloud Service, the following applies in lieu of this section 1.4:

Data Access Control for Oracle Moat Analytics Cloud Service is managed through an Identity Management solution.

1.10 Oracle Internal Information Security Policies

For Oracle Moat Analytics Cloud Service, the following applies in lieu of the text in section 1.10 of the Oracle Cloud Hosting and Delivery Policies:

In accordance with reasonable practices, Oracle has and follows corporate security practices (including internal information security policies). Oracle personnel are subject to the corporate security practices (including internal information security policies).

2. ORACLE CLOUD SERVICE CONTINUITY POLICY

2.2 Cloud Service Backup Strategy

For the Oracle Maxymiser Marketing Cloud Service, a backup is retained for a period of at least 30 days after the date that the backup is made.

For Oracle SaaS at Customer Services, a backup is retained for a period of at least 30 days after the date that the backup is made.

Disaster Recovery for Oracle SaaS Public Cloud Services

Disaster Recovery (DR) services for Oracle SaaS Public Cloud Services are intended to provide service restoration capability in the event of a major disaster, as declared by Oracle. Oracle will determine whether an event constitutes a disaster requiring the execution of the DR plan for the affected Oracle SaaS Public Cloud Service.

Oracle will work to perform DR services for Oracle SaaS Public Cloud Services as described below.

Recovery Time Objective: Recovery time objective (RTO) is Oracle's objective for the maximum period of time between Oracle's decision to activate the DR recovery processes described in this document and the point at which You can resume production operations in an alternative site. If the decision to activate DR recovery processes is made during the period in which an upgrade is in process, the RTO extends to include the time required to complete the upgrade. The RTO for each Oracle SaaS Public Cloud Service is described in this document below or is otherwise stated in the service description for the applicable Oracle SaaS Public Cloud Service.

Recovery Point Objective: Recovery point objective (RPO) is Oracle's objective for the maximum period of data loss measured as the time from which the first transaction is lost until Oracle's declaration of the disaster. The RPO does not apply to any data loads that are underway when the disaster occurs. The RPO for each Oracle SaaS Public Cloud Service is described in this document below or is otherwise stated in the service description of the applicable Oracle SaaS Public Cloud Service.

The RTO and RPO do not apply to customizations that depend on external components or third-party software. During active failover events or recovery operations, non-critical fixes and enhancement requests are not supported. Oracle is not responsible for issues arising from third party software and customizations to Oracle programs and services.

Upon Oracle's declaration of a disaster, Oracle will commence its DR plan to recover the production environments of the affected Oracle SaaS Public Cloud Services in accordance with the following RTO and RPO. Production services may operate in a degraded state of performance for the duration of the disaster event.

For the following services, the RTO is 12 hours. The RPO is 1 hour.

- Oracle CPQ Cloud Service
- Oracle Fusion Engagement Cloud Service
- Oracle Fusion Enterprise Resource Planning Cloud Service
- Oracle Fusion Human Capital Management Cloud Service
- Oracle Fusion Sales and Service Cloud Service
- Oracle Fusion Supply Chain Management Cloud Service

- Oracle RightNow Service Cloud
- Oracle Taleo Enterprise Cloud Service
- Oracle Transportation Management Cloud Service/Global Trade Management Cloud Service
- Oracle Warehouse Management Cloud Service

For the following services, the RTO is 5 hours. The RPO is 1 hour.

- Oracle Field Service Cloud Service

For the following service, the RTO is 30 minutes. The RPO is 15 minutes.

- Oracle Responsys Automatic Failover for Transactional Messages Cloud Service

Upon Oracle's declaration of a disaster, for Oracle SaaS Public Cloud Services that do not provide a specific RTO and RPO, Oracle will activate processes to recover the production environment of the affected Oracle SaaS Public Cloud Service from the most recent available backup made prior to the onset of the disaster. Although Oracle will work to recover the service promptly, the nature of the disaster may affect the time period within which the service can be recovered. The RTO and RPO are not applicable for Oracle SaaS Public Cloud Services in this category.

For all Oracle SaaS Public Cloud Services in the **South America Data Center Region** and in the **Middle East Data Center**, in the event of a declared disaster, Oracle will activate processes to recover the production environment of the affected Oracle SaaS Public Cloud Service in an alternative Data Center Region and will work to restore production data from the most recent available backup made prior to the onset of the disaster. Although Oracle will work to recover the Oracle SaaS Public Cloud Service promptly, the nature of the disaster may affect the time period within which the service can be recovered. The RTO and RPO do not apply to Oracle SaaS Public Cloud Services in the **South America Data Center Region** and **Middle East Data Center**.

For Oracle SaaS at Customer Services, You are required to designate a secondary data center site with network connectivity of sufficient bandwidth as recommended by Oracle between Your primary and DR sites. For Oracle SaaS at Customer Services, DR is a joint responsibility between Oracle and Customer.

Oracle does not provide DR services for Oracle Fusion HCM Cloud Services deployed in the Japan Data Center.

Oracle CoBrowse Cloud Service is operated from Oracle's North America Data Center region.

3. ORACLE CLOUD SERVICE LEVEL AGREEMENT

The source of Your Content is under Your control and Your responsibility, and integrating Your Content into the Cloud Services environment, is managed by You.

3.2 Service Availability

For the purposes of this section, the following definitions will apply:

<p>Applicable Cloud Services Fee</p>	<ul style="list-style-type: none"> Refers to the Cloud Services fees that are paid to Oracle for the affected Oracle SaaS Public Cloud Services for the monthly reporting period in which the applicable Target Service Availability Level (or Target Service Uptime) is missed and for which You are entitled to receive Service Credits in accordance with the <i>Oracle Cloud Hosting and Delivery Policies</i>. If You have purchased Oracle SaaS Public Cloud Services from an Oracle partner, You agree that any Service Credits will be issued to that partner and You acknowledge that You are solely responsible for ensuring that any Service Credits are passed on to You. You acknowledge that Oracle will have no liability to You, the applicable Oracle partner, or any other party if the full benefit of the credit is not passed on to You. Applicable Cloud Services Fees do not include the fees paid for other Cloud Services that met the defined Target Service Availability Level (or Target Service Uptime).
<p>Available or Availability</p>	<p>For the purposes of calculating the Service Availability Level of the Oracle SaaS Public Cloud Services, “Available” or “Availability” means that You and Your Users are able to log in and access the OLTP or transactional portion of the Oracle SaaS Public Cloud Services.</p>
<p>Measurement of Service Availability Level</p>	<p>As defined in the <i>Oracle Cloud Hosting and Delivery Policies</i></p>
<p>Service Credits</p>	<p>For any month in which the Service Availability Level of the affected Oracle SaaS Public Cloud Services is below the applicable Target Service Availability Level (or Target Service Uptime) during a monthly reporting period, You are eligible to receive Service Credits as a percentage of the monthly Applicable Cloud Services Fees:</p> <ul style="list-style-type: none"> 10% when Service Availability Level is less than 99.7% but greater than 99.5% in the applicable calendar month

	<ul style="list-style-type: none"> • 15% when the Service Availability Level is equal to or less than 99.5% but greater than 99.0% in the applicable calendar month • 25% when the Service Availability Level is less than or equal to 99.0% in the applicable calendar month <p>In no event may the quantity of Service Credits in a month reporting period exceed 25% of that month's Applicable Cloud Services Fees.</p>
Scheduled Downtime	<p>My Oracle Support in Knowledge Article 1681146.1: https://support.oracle.com/epmos/faces/DocumentDisplay?id=1681146.1</p>
Target Service Availability Level (or Target Service Uptime)	<p>The Target Service Availability Level (or Target Service Uptime) for Oracle SaaS Public Cloud Services are set forth in, and subject to, the Oracle Cloud Service Level Agreement of the <i>Oracle Cloud Hosting and Delivery Policies</i> with exceptions as follows:</p> <ul style="list-style-type: none"> • Oracle works to meet a Target Service Availability Level of 99.9% for the production Oracle Responsys Automatic Failover for Transactional Messages Cloud Service, over the measurement period of 1 calendar month, commencing at Oracle's activation of the production environment. • Oracle works to meet a Target Service Availability Level of 99.9% for the production Oracle Commerce Cloud Service, over the measurement period of 1 calendar month, commencing at Oracle's activation of the production environment.

You will be entitled to receive Service Credits if the Service Availability Level of the affected Oracle SaaS Public Cloud Services is below the applicable Target Service Availability Level (or Target Service Uptime) in any calendar month.

In order for Oracle to consider a claim for Service Credits, You must submit such claim within sixty (60) calendar days from when the issue occurred that caused the affected Oracle SaaS Public Cloud Service not to meet its applicable Target Service Availability Level (or Target Service Uptime).

In order to be considered to receive Service Credits, You must file a claim with Oracle in accordance with the terms listed in this subsection. You must submit the claim either through the support portal or by contacting Your Customer Success Manager (CSM)/sales person and You must include all of the information required for Oracle to validate the claim, including but not limited to:

(i) A detailed description of the circumstances for Your claim that the applicable Service did not meet the Target Service Availability Level (or Target Service Uptime);

(ii) Information regarding the time and duration of the downtime that caused the applicable Service not to meet the Target Service Availability Level (or Target Service Uptime);

(iii) The name of the applicable Service that did not meet the Target Service Availability Level (or Target Service Uptime);

(v) The name of the relevant production instance; and

(vii) Relevant documentation that can confirm that the applicable Service did not meet the Target Service Availability Level (or Target Service Uptime).

You will be entitled to receive only one amount of Service Credits per monthly reporting period in which the applicable Target Service Availability Level (or Target Service Uptime) is missed. The Service Credits will be provided only towards any outstanding balance for the affected Oracle SaaS Public Cloud Services that, as of the date you receive the Service Credits, is owed to Oracle under the relevant order for such Cloud Services, and the provision of these Service Credits represents YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, for the missed Target Service Availability Level (or Target Service Uptime).

Termination for Unavailability

The Oracle Cloud Service Level Agreement establishes a Target Service Availability Level (or Target Service Uptime) and describes how Oracle defines, measures and reports service availability. If the Service Availability Level of the production Services environment for the Cloud Services fails to meet the Target Service Availability Level (or Target Service Uptime) for at least 3 months within a 6 consecutive month period, You may, upon written notice to Oracle, terminate the applicable Cloud Services as of the termination date specified in such notice, provided that You notify Oracle within 30 days. Following the effective date of such termination, You will receive a refund for any fees that You prepaid to Oracle for the terminated Cloud Services for the period following the effective date of the termination.

4. ORACLE CLOUD CHANGE MANAGEMENT POLICY

The scheduled maintenance periods for the Oracle SaaS Public Cloud Services are documented on My Oracle Support in Knowledge Article 1681146.1:

<https://support.oracle.com/epmos/faces/DocumentDisplay?id=1681146.1>.

This policy does not apply to the Oracle CoBrowse Cloud Service.

4.2 Software Versioning

4.2.2 End of Life

Oracle will provide You with no less than 12 months advance notice prior to the date when the Oracle Cloud Services are no longer generally available as a service (i.e., Oracle will no longer support, or make available for use, any versions of the Cloud Services).

5. ORACLE CLOUD SUPPORT POLICY

Oracle platinum-level SaaS Support described in this section supplements the Oracle Cloud Support Policy in Section 5 of the Hosting and Delivery Policies, and is included in the support for all Oracle SaaS offerings, except for Oracle Infinity SaaS offerings. Oracle platinum-level SaaS Support consists of the following:

- Open Service Request Assistance:
 - Chat is available during hours associated with the level of severity of the service request
 - Named support engineers from product implementation through go-live
 - SRs routed to named engineers during customer business hours
 - Weekly 1 hour meeting
- Proactive service request monitoring and escalations based on time to resolution
- Access to Oracle's digital customer success resources for assistance throughout your cloud journey - from implementation guidance to defining/tracking your key business objectives, planning for quarterly cloud releases and value realization
- Oracle Support will proactively monitor general account performance, key milestones, and notify customer of trend usage, and potential feature recommendations
- Oracle Learning Explorer: On demand 24x7 digital training located at education.oracle.com/learning-explorer provides end users and administrators a structured learning path for the key features of Oracle Cloud, using a set of interactive online tutorials
- Severity Definitions:
 - **Severity 2**
 - Oracle will use reasonable efforts to respond to Severity 2 service requests within two (2) hours during local business hours
 - **Severity 3**
 - Oracle will use reasonable efforts to respond to Severity 3 service requests within three (3) hours during local business hours
 - **Severity 4**
 - Oracle will use reasonable efforts to respond to Severity 4 service requests within eight (8) hours during local business hours

For Oracle Moat Analytics Cloud Service, the following applies in lieu of the text in section 5 of the *Oracle Cloud Hosting and Delivery Policies*:

- Support policies can be found at: <https://moat.com/analytics>

6. ORACLE CLOUD SUSPENSION AND TERMINATION POLICIES

Following the end of the Services Period and any applicable data retrieval period, upon Your request, Oracle will provide a confirmation when Your Content has been deleted.

Paragraph 4 of Section 6.1 (Termination of Oracle Cloud Services) of the *Oracle Cloud Hosting and Delivery Policies* does not apply to Oracle Moat Analytics Cloud Service.