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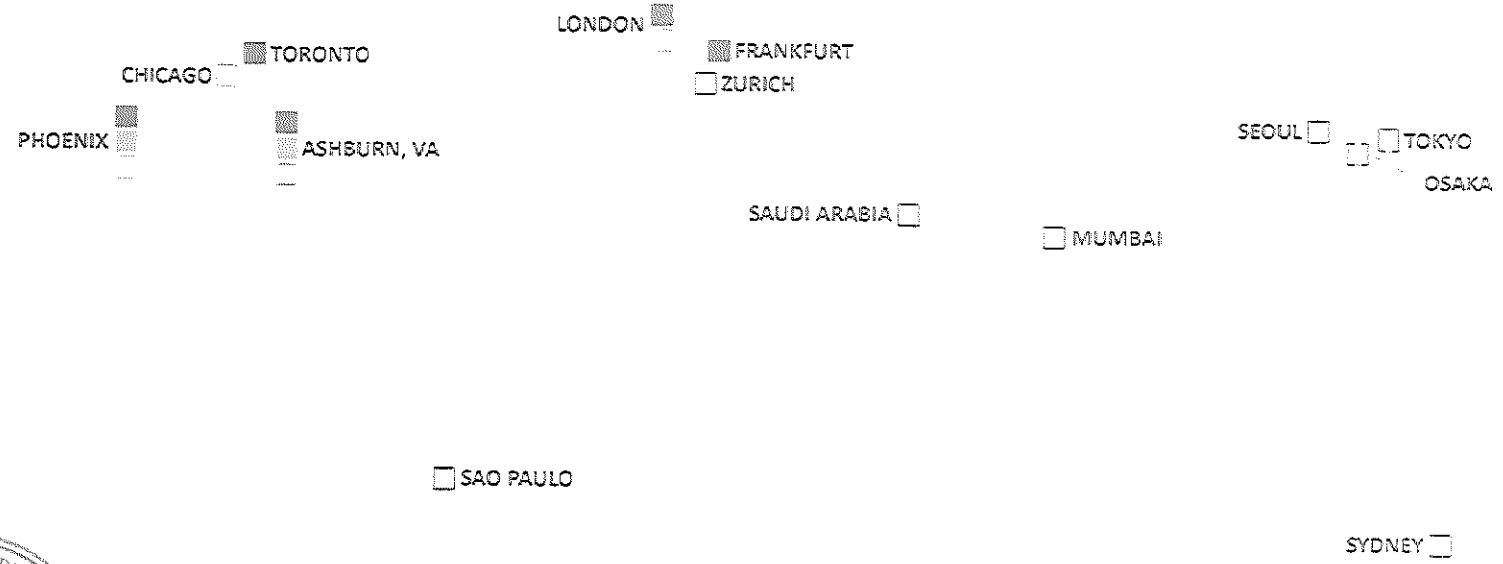

Приложение №1.2 Oracle Cloud Infrastructure and the GDPR

неразделна част от Техническо предложение за участие при възлагане на обществена поръчка чрез събиране на оферти с обява по реда на Глава 26та от ЗОП, с предмет: „Осигуряване на необходимите ресурси за работа на EUCISE2020 нод за връзка на национален EUCISE2020 адаптор в съответствие с инженеринговите услуги, поддържащи прилагането на EUCISE2020 мрежата"

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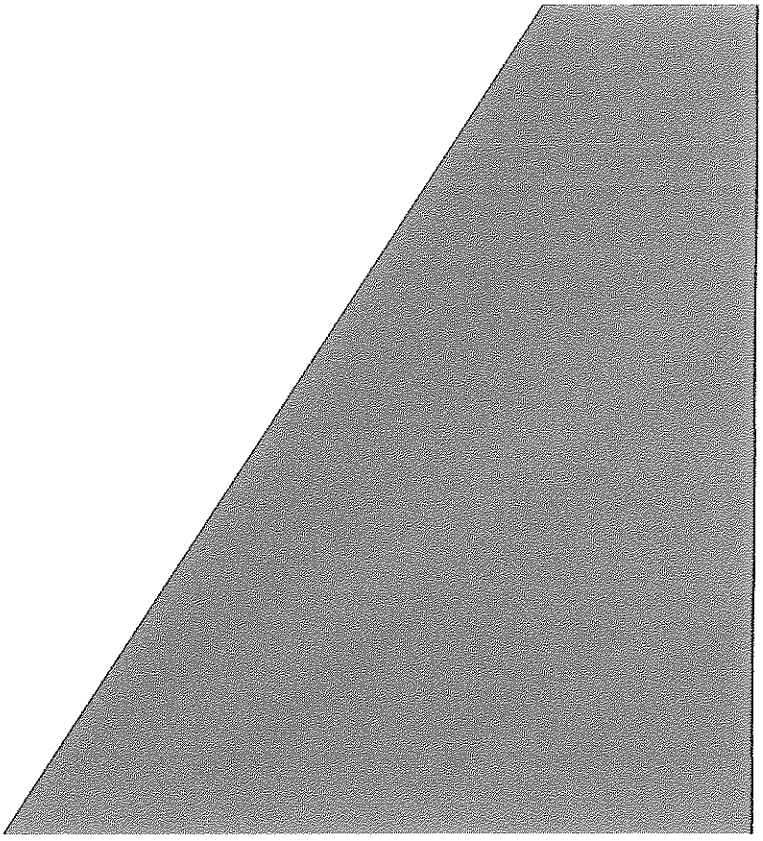
Cloud Infrastructure

Oracle Cloud Infrastructure and the GDPR

European Union General Data Protection Regulation

ORACLE WHITE PAPER | APRIL 2018



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Overview

The European Union (EU) General Data Protection Regulation (GDPR) is a new, comprehensive data protection law that goes into effect on May 25, 2018. It applies broadly to organizations based in the EU and elsewhere that collect and process the personal information of individuals residing in the EU.

This paper explains how the features and functionality of Oracle Cloud Infrastructure can help customers meet some of their GDPR requirements. This paper does not provide an exhaustive discussion of the GDPR requirements, nor does it give compliance advice. Customers are advised to seek their own legal counsel to develop and implement their GDPR compliance program.

Oracle Cloud Infrastructure is an Infrastructure as a Service (IaaS) product in which responsibility for security is shared between Oracle Cloud Infrastructure and the customer. For details, see the Oracle Cloud Infrastructure Security white paper. Likewise, privacy compliance is also a shared responsibility between Oracle Cloud Infrastructure and the customer. This paper explains this shared responsibility in the context of the GDPR and Oracle Cloud Infrastructure.

Roles

The GDPR defines three key actors:

- **Data subject:** An individual whose personal data is gathered and processed by the controller
- **Controller:** An entity that determines the purposes and means by which the data is processed
- **Processor:** An entity that only processes data at the controller's command

The following diagram shows the relationship between these roles:

Data subject ↔ Controller ↔ Processor

As a cloud service vendor, Oracle takes the role of a *processor*. Our direct Oracle Cloud Infrastructure customers (those who build applications by using the features and functionality of Oracle Cloud Infrastructure) typically assume the role of *controller*. These customers, in turn, have users of their Oracle Cloud Infrastructure-built applications, which makes these users *data subjects*. Recasting the preceding relationships, we then have the following:

Data subject (Users) ↔ Controller (Oracle Customers) ↔ Processor (Oracle)

Customer Data

Generally speaking, Oracle Cloud Infrastructure handles two types of data in the context of its interactions with its customers:

- **Customer account information:** Information needed to operate the customer's Oracle Cloud Infrastructure account. This information is primarily used to contact and bill the customer. The use of any personal information that Oracle gathers from the customer for purposes of account management is governed by the Oracle Privacy Policy. With customer account information, Oracle Cloud Infrastructure acts as a *controller* in this narrow instance.
- **Customer services data:** Data that customers choose to store within Oracle Cloud Infrastructure, which may include personal information gathered from data subject users. Oracle does not have insight into the contents of this data or the customer's decisions regarding its collection and use. Additionally, it is important to note that Oracle does not have a direct relationship with the data subject users. As mentioned earlier, the customer is the *controller* in this situation and manages the data. Oracle is the *processor* that acts on the commands of the customer.

The remainder of this paper focuses on customer services data and any personal information that it may contain from the customer's data subject users.

Principles

GDPR Article 5 defines "principles related to processing of personal data." In this regard, personal data must be:

- Processed lawfully, fairly, and transparently
- Collected and processed for a limited purpose (purpose limitation)
- The minimum amount necessary for the purpose (data minimization)
- Accurate
- Stored only as long as necessary (storage limitation)
- Processed securely (integrity and confidentiality)

The following sections outline how Oracle Cloud Infrastructure and its customers allocate or share the responsibilities for some of these principles.

Lawfully, Fairly, and Transparently

"Personal data must be processed lawfully, fairly and in a transparent manner in relation to the data subject..." Article 5(1)(a)

Processed Lawfully

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure does not have a direct relationship with the data subject users, nor does it have insight into the data that the customer has collected from the data subject users.
- **Customers:** Customers may need to determine whether they have a lawful basis (as defined in the GDPR) to process personal data that is gathered from their data subject users.

Data Breach Notification

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure has incident response mechanisms and processes in place designed to detect potential data breaches within the security environment that we implement. Oracle notifies customers of data breaches following the terms described in the Data Processing Agreement for Oracle Cloud Services.
- **Customers:** Customers may have responsibilities for data breach detection within the security environment that they control. For example, Oracle Cloud Infrastructure cannot detect whether a user's login to a customer's tenancy was unauthorized. The customer should monitor the environment that they set up in Oracle Cloud Infrastructure by using the Oracle Cloud Infrastructure Audit service. The customer may want to implement other monitoring software, depending on the functionality that they have implemented on the Oracle Cloud Infrastructure platform. Also, as a controller, the customer may be required to follow data breach notification regulations and notify their data subject users, regulators, or both when regulations demand.

Processed Fairly

- **Oracle Cloud Infrastructure:** The Oracle Services Privacy Policy gives transparency to customers about Oracle's overall approach to data handling as a processor.
- **Customers:** Only customers themselves can be transparent to their data subject users about how they process their data subject users' personal data, and the purposes for which they process that data. Oracle has no insight into the data that its customers store and process in Oracle Cloud Infrastructure, or whether it is personal data that belongs to a particular data subject. Oracle has no relationship with data subjects users to inform

them about any of the customer-controller's data processing details. Only the customer can provide that information.

Location Transparency

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure is transparent with its customers about where the customer's data is processed and stored. When a customer sets up their Oracle Cloud Infrastructure account, they choose a home region in which to initially locate their tenancy. The customer's data stays within that region unless the customer chooses to move the data outside the region. Oracle Cloud Infrastructure offers powerful services that may operate cross-tenancy or cross-region. Oracle Cloud Infrastructure remains transparent (in the console user interface and API documentation) so that the customer will always be made aware when their actions may cause data to move to another region or tenancy.
- **Customers:** Oracle has no insight into the data that its customers store in Oracle Cloud Infrastructure or whether it is personal information that belongs to a particular data subject user, nor does Oracle have any direct relationships with data subject users. Therefore, only the customer can inform their data subject users about the geographical location details of their personal data storage if it is determined by the customer to be necessary.

Audit

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure offers an audit service that logs calls to the Oracle Cloud Infrastructure public application programming interface (API). These read-only logs can help with the transparency of user data access.
- **Customers:** The audit logging occurs automatically. The customer can set up the audit log retention period.

Purpose Limitation

"Personal data shall be collected for specified, explicit and legitimate purposes and not further processed in a manner that is incompatible with those purposes..." Article 5(1)(b)

From a technical perspective, purpose limitation can be supported by the use of:

- Compartments
- Virtual cloud networks
- Tagging

Compartments

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure offers its customers the ability to create compartments under their initial root compartment (or tenancy). This type of planning can help them organize and isolate their cloud resources in a way that aligns with their data management goals of enforcing purpose limitation of any personal information that they collect, as determined by the customer.
- **Customers:** Customers may need to determine and assess the purposes for which they are collecting and using their data subject users' personal information.

Virtual Cloud Networks

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure customers set up virtual cloud networks (VCNs) to allow communication with their attached compute instance resources. These VCNs contain one or more subnets, which are a unit of configuration within the VCN. A subnet can be designated as public (default) or private. Private subnets preclude any compute instance attached to them from having a public IP address. Therefore, those compute instances are not reachable by the internet. All compute instances within the same subnet use the same route table and security lists, which acts as a type of purpose limitation among similar compute instance resources.
- **Customers:** Customers should carefully plan their VCN architecture so that its potential network isolation supports the necessary purpose limitation, whether that isolation comes from either of the following configurations:
  - Compute instances in a private subnet that are not reachable from the internet
  - Compute instances that share the same route table and security list within a common subnet

Tagging

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure offers a flexible tagging operation to label resources with similar purposes. Tagging can help users enforce specific processing on resources within a tagging group.
- **Customer:** Tagging can help the customer aggregate resources with similar purposes. Tagging allows the customer to run bulk operations on resources with the same tag. The customer's administrators control tagging within the customer's tenancy.

Accuracy

"Personal data shall be accurate…." Article 5(1)(d)

Data Storage

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure offers Object Storage, Block Volume, and File Storage services that customers can leverage to help accurately store customer data.
  - The Object Storage service allows the customer to store unstructured data of any content type. Object Storage actively monitors data integrity by using checksums, and automatically detects and repairs corrupt data. Object Storage actively monitors and ensures data redundancy. If a redundancy loss is detected, Object Storage automatically creates additional data copies.
  - The Block Volume service allows a block volume to be used as a regular hard drive when it is attached and connected to a compute instance. Volumes can also be disconnected and attached to another compute instance without the loss of data. Volumes are automatically replicated to protect against data loss, and can also be backed up if the customer chooses.
  - The File Storage service allows the customer to manage shared file systems, mount targets, and create file system snapshots. The File Storage service uses synchronous replication and high availability failover for resilient data protection.
- **Customer:** The customer can use the Object Storage, Block Volume, and File Storage services in Oracle Cloud Infrastructure to keep accurate copies of their data. These data storage options may also be used by the customer for business continuity, disaster recovery, and long-term archiving.

Availability Domains and Replication

- **Oracle Cloud Infrastructure:** A customer's tenancy is created in the home region of their choice. An Oracle Cloud Infrastructure region is composed of physically isolated and fault-tolerant availability domains. These availability domains can be used by the customer to build replicated systems.
- **Customer:** The customer can choose to build their systems in Oracle Cloud Infrastructure across availability domains in the same region. This choice allows for system replication, which in turn helps to more effectively maintain the accuracy of the data being stored in Oracle Cloud Infrastructure.

Integrity and Confidentiality

"Personal data shall be processed in a manner that ensures appropriate security of the personal data, including protection against unauthorized or unlawful processing and against accidental loss, destruction or damage..." Article 5(1)(f)

The security of the customer cloud environments in which customer services data is hosted can be enhanced by using the following methods:

- Least-privilege access control and policies
- Encryption
- API request authentication
- Secure communications to existing customer networks
- Multi-factor authentication via IDCS

Least Privilege

- **Oracle Cloud Infrastructure:** Access control in Oracle Cloud Infrastructure is based on the concept of *least privilege*. New resources (for example, block storage volumes, compute instances, and so on) are "secure by default"; only users in the customer's administrator group are given access when the resource is created. Access for other existing users must be explicitly given by the customer's administrators by use of policies. New users who are created in a customer's tenancy must explicitly be given access to resources by the customer's administrators, and must also be given access through the use of policies.
- **Customer:** Resource access is restricted and defaults to least privilege. The customer's administrators must take explicit actions, by use of policies, to open access to its users.

Encryption

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure encrypts customer data through the following services:
  - Block Volume service encryption: Block Volume storage is encrypted at rest, and the backups are also encrypted in Object Storage.
  - Object Storage service encryption: Each object is encrypted with its own key. Encryption is enabled by default and cannot be turned off.
  - File Storage service encryption: Data and metadata are encrypted at rest and the encryption cannot be turned off.

Note: The encryption described in this section occurs regardless of the nature of the underlying data. Oracle Cloud Infrastructure does not have insight into the nature of the customer's data, whether it is personal data, sensitive data, or otherwise.

- **Customer:** GDPR Article 32(1) lists the encryption of personal data as a possible technical measure "to ensure a level of security appropriate to the risk." The customer gets encryption with the Block Volume, Object Storage, and File Storage services by default, regardless of the type of data they store.

API Request Authentication

- **Oracle Cloud Infrastructure:** All customer calls to Oracle Cloud Infrastructure public APIs must be done using secure, signed API requests. Otherwise, they fail.
- **Customer:** If the customer wants to securely call Oracle Cloud Infrastructure APIs, they must follow the signing request steps to sign their Oracle Cloud Infrastructure API requests.

Secure Communications to Existing Customer Networks

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure gives the customer two ways to securely communicate from their virtual cloud network (VCN) in Oracle Cloud Infrastructure to their existing on-premises network:
  - IPSec VPN
  - FastConnect, which offers a private connection where traffic does not traverse the internet
- **Customer:** The customer can follow the Connectivity to Your On-Premises Network steps to set up a secure IPSec VPN or FastConnect connection from their on-premises network to their VCN in Oracle Cloud Infrastructure.

Multi-Factor Authentication

- **Oracle Cloud Infrastructure:** Oracle Cloud Infrastructure customers can use multi-factor authentication (MFA) through the Oracle Identity Cloud Service (IDCS). For details, see Multi-Factor Authentication with Oracle Identity Cloud Services.
- **Customer:** If the customer chooses to add the IDCS product, they can follow the Federating with Oracle Identity Cloud Service steps to federate their Oracle Cloud Infrastructure instance with IDCS, and subsequently enable MFA.

Certifications and Third-Party Audit Reports

Oracle has successfully completed ISO/IEC 27001 Stage 2 and Service Organization Control (SOC) 1, 2, and 3 audits for Oracle Cloud Infrastructure. The audits include the following services in the data center regions of Frankfurt, Germany; Phoenix, Arizona, USA; and Ashburn, Virginia, USA: Compute, Networking, Block Volume, Object Storage, Governance, Load Balancing, and Database.

- Conducted by EY/CertifyPoint, Oracle Cloud Infrastructure's ISO/IEC 27001:2013 Stage 2 audit provides assurance that Oracle Cloud Infrastructure has designed and implemented an Information Security Management System (ISMS) in accordance with information security standard ISO 27002:2013 (Information technology - Security techniques - Code of practice for information security management).
- Conducted by Ernst & Young, Oracle Cloud Infrastructure's SOC 1 Type 2 examination provides assurance that controls relevant to internal control over financial reporting are designed and operating effectively. The SOC 2 Type 2 examination provides assurance that controls relevant to the AICPA Trust Services Security and Availability Principles are designed and operating effectively, and the SOC 3 examination provides assurance that Oracle Cloud Infrastructure maintains effective controls relevant to the security and availability of its IaaS offerings.

Oracle Cloud Infrastructure Documentation

For more details about the services and features of Oracle Cloud Infrastructure, see the Oracle Cloud Infrastructure Online Documentation.

Other Oracle Cloud Infrastructure white papers are located at https://cloud.oracle.com/en_US/iaas/technical-resources.

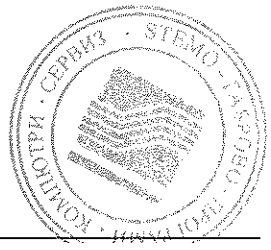
Additional Oracle GDPR Documentation

- Security
  - https://go.oracle.com/gdpr-compliance
  - https://www.oracle.com/uk/corporate/features/gdpr.html
- Database
  - http://www.oracle.com/technetwork/database/security/wp-security-dbsec-gdpr-3073228.pdf
- Cloud Applications
  - https://www.oracle.com/applications/gdpr/index.html

- Marketing Cloud
  - https://www.oracle.com/marketingcloud/about/events/gdpr.html

Other Resources

- Privacy at Oracle: https://www.oracle.com/legal/privacy/index.html
- Oracle Cloud Services Contracts: http://www.oracle.com/us/corporate/contracts/cloud-services/index.html
- Official EU portal on Data Protection: https://ec.europa.eu/info/law/law-topic/data-protection_en



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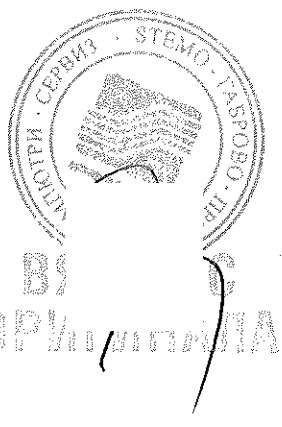
Integrated Cloud Applications & Platform Services

Oracle Cloud Infrastructure and the GDPR
April 2018
Author: Jim Feltis


Oracle is committed to developing practices and products that help protect the environment



Приложение №1.3 Oracle PaaS and IaaS Public Cloud Services

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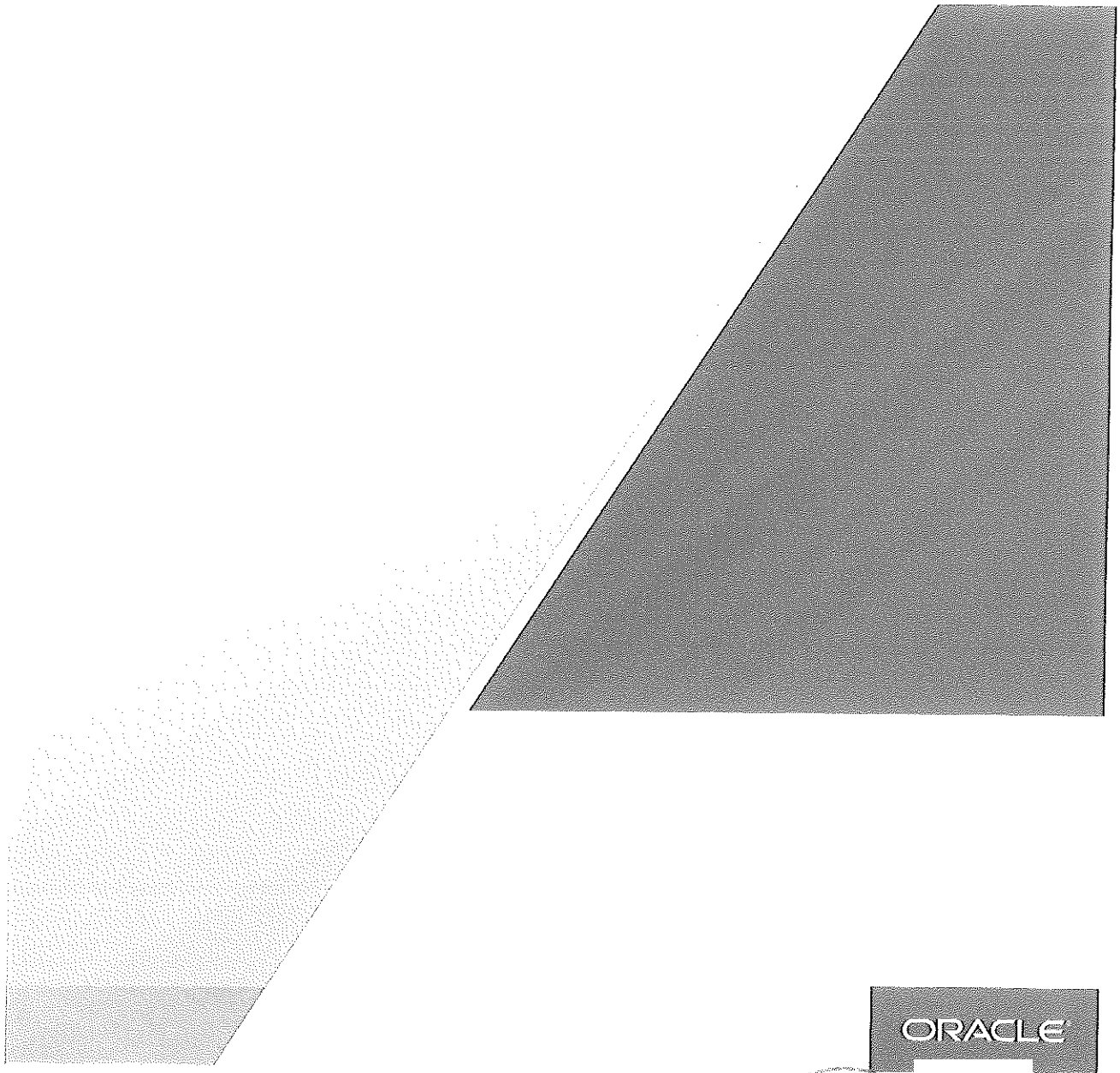
Oracle PaaS and IaaS Public Cloud Services

PILLAR DOCUMENT FEBRUARY 2019



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Scope

This document applies to Oracle PaaS and IaaS Public Cloud Services purchased by You, and supplements the *Oracle Cloud Hosting and Delivery Policies* incorporated into Your order.

Oracle Cloud Objective Policy: Target Service Uptime

Following the end of each calendar month of the applicable Services Period, Oracle measures the Service Availability Level or Service Uptime for Oracle PaaS and IaaS Public Cloud Services over the immediately preceding month. The Target Service Uptime for Oracle PaaS and IaaS Public Cloud Services, as well as the calculation of the measured Service Uptime and definition of Unplanned Downtime, is set forth in and subject to the Oracle Cloud Service Level Objective Policy of the *Oracle Cloud Hosting and Delivery Policies* and as otherwise defined below for specific categories of Oracle PaaS and IaaS Public Cloud Services.

Category 1

Service Commitment

Commencing at Oracle's activation of the applicable Oracle PaaS and IaaS Public Cloud Service, Oracle works to meet the Target Service Uptime of 99.95% for the following:

1. Oracle Database Cloud Service
2. Oracle Java Cloud Service
3. Oracle Application Container Cloud Service
4. Oracle SOA Cloud Service
5. Oracle API Manager Cloud Service
6. Oracle Managed File Transfer Cloud Service
7. Oracle GoldenGate Cloud Service
8. Oracle MySQL Cloud Service
9. Oracle Data Integrator Cloud Service
10. Oracle WebCenter Portal Cloud Service
11. Oracle Event Hub Cloud Service
12. Oracle Big Data Cloud Service – Compute Edition
13. Oracle API Platform Cloud Service Classic
14. Oracle Data Integration Platform Cloud Service Classic
15. Oracle Visual Builder Cloud Service Classic
16. Oracle Integration Cloud Service Classic
17. Oracle Cloud Infrastructure – Database Exadata
18. Oracle Apiary Cloud Service
19. Oracle Self Service Integration Cloud
20. Oracle Visual Builder Cloud Service

Definitions

The following definitions apply for purposes of calculating the Service Uptime of the Oracle PaaS and IaaS Public Cloud Services included within this Category 1:

1."Unavailable" or "Unavailability" means:

a. Any time during which a problem with the Oracle PaaS and IaaS Public Cloud Service prevents external connectivity to any of Your instances.

Category 2

Service Commitment

Commencing at Oracle's activation of the Oracle PaaS and IaaS Public Cloud Service, Oracle works to meet the Target Service Uptime of 99.9% for the following:

1. Oracle Database Backup Service
2. Oracle Cloud Infrastructure Object Storage Classic

Definitions

The following definitions apply for purposes of calculating the Service Uptime of the Oracle PaaS and IaaS Public Cloud Services included within this Category 2:

1. "Service Uptime" is measured by Oracle over the immediately preceding month by subtracting from 100 the addition of the Error Rate of each hour of that month, dividing the sum of those Error Rates by the total number of hours in that month, and multiplying the result by 100 to reach a percent figure.

2. "Error Rate" is the total number of Failed Service REST API Calls in a one-hour time interval in the measured month of the Services Period divided by the total number of Service REST API Calls during that one-hour time interval.

3. A "Service REST API Call" is any HTTP Request that fulfills the service's REST API specification.

4. A "Failed Service REST API Call" is any Service REST API Call processed by Your User that results in a 5xx (Server Error) class of status code.

Category 3

Service Commitment

Commencing at Oracle's activation of the Oracle PaaS and IaaS Public Cloud Service, Oracle works to meet the Target Service Uptime of 99.95% for the following:

1. Oracle Messaging Cloud Service
2. Oracle Database Cloud Service – Multitenant Edition
3. Oracle Java Cloud Service – SaaS Extension
4. Oracle Application Builder Cloud Service
5. Oracle Business Intelligence Cloud Service
6. Oracle Data Visualization Cloud Service
7. Oracle Documents Cloud Service
8. Oracle Sites Cloud Service
9. Oracle Integration Cloud Service Classic - Standard
10. Oracle Integration Cloud Service Classic - Enterprise
11. Oracle Internet of Things Cloud Service
12. Oracle Internet of Things Cloud Service – Enterprise
13. Oracle Internet of Things Production Monitoring Cloud Service
14. Oracle Internet of Things Asset Monitoring Cloud Service
15. Oracle Application Performance Monitoring Cloud Service
16. Oracle IT Analytics Cloud Service
17. Oracle Log Analytics Cloud Service
18. Oracle Mobile Cloud Service Classic
19. Oracle Process Cloud Service

20. Oracle Big Data Preparation Cloud Service
21. Oracle Big Data Discovery Cloud Service
22. Oracle Database Exadata Express Cloud Service
23. Oracle Identity Cloud Service
24. Oracle CASB Cloud Service
25. Oracle Analytics Cloud Classic
26. Oracle Cloud Infrastructure Identity and Access Management
27. Oracle Mobile Cloud Enterprise Classic
28. Oracle Autonomous Data Warehouse
29. Oracle Content and Experience Cloud Service Classic
30. Oracle Management Cloud
31. Oracle Analytics Cloud
32. Oracle Integration Cloud Service – Standard
33. Oracle Integration Cloud Service - Enterprise
34. Oracle API Platform Cloud Service
35. Oracle Content and Experience Cloud Service
36. Oracle Data Integration Platform Cloud Service
37. Oracle Mobile Hub Cloud Service
38. Oracle Digital Assistant Cloud Service
39. Oracle Blockchain Platform Cloud Service
40. Oracle NoSQL Database Cloud Service
41. Oracle Autonomous Transaction Processing

Definitions

The following definitions apply for purposes of calculating the Service Uptime of the Oracle PaaS and IaaS Public Cloud Services included within this Category 3:

1. "Unavailable" or "Unavailability" means:

    a. Any time during which a problem with the Oracle PaaS and IaaS Public Cloud Service prevents external connectivity for all Your instances.

Category 4

Service Commitment

Commencing at Oracle's activation of the Oracle PaaS and IaaS Public Cloud Service, Oracle works to meet the Target Service Uptime of 99.95% for the following:

1. Oracle Big Data Cloud Service – Starter Pack – 3 Nodes
2. Oracle Big Data SQL Cloud Service

Definitions

The following definitions apply for purposes of calculating the Service Uptime of the Oracle PaaS and IaaS Public Cloud Services included within this Category 4:

1. "Unavailable" or "Unavailability" means:

    a. Any time during which a problem with the Oracle PaaS and IaaS Public Cloud Service prevents external connectivity for all Your nodes.

Category 5

Service Commitment

Commencing at Oracle's activation of the Oracle PaaS and IaaS Public Cloud Service, Oracle works to meet the Target Service Uptime of 99.95% for the following:

1. Oracle Cloud Infrastructure Compute Classic
2. Oracle Cloud Infrastructure Container Service Classic
3. Oracle Cloud at Customer
4. Oracle Database Exadata Cloud at Customer
5. Oracle Cloud Infrastructure Ravello Service
6. Oracle Cloud Infrastructure Dedicated Compute Classic
7. Oracle Cloud Infrastructure Load Balancer Classic
8. Oracle Cloud Infrastructure Load Balancer

Definitions

The following definitions apply for purposes of calculating the Service Uptime of the Oracle PaaS and IaaS Public Cloud Services included within this Category 5:

1. "Unavailable" or "Unavailability" means:

    a. Any time during which a problem with the Oracle PaaS and IaaS Public Cloud Service prevents:

        a. External connectivity for all Your instances, and

        b. Access to Your attached block storage volumes.

Category 6

Service Commitment

Commencing at Oracle's activation of the Oracle PaaS and IaaS Public Cloud Service, Oracle works to meet the Target Service Uptime of 99.9% for the following:

1. Oracle Cloud Infrastructure Network Classic

Definitions

The following definitions apply for purposes of calculating the Service Uptime of the Oracle PaaS and IaaS Public Cloud Services included within this Category 6:

1. "Unavailable" or "Unavailability" means:

    a. Any time during which a problem with the Oracle PaaS and IaaS Public Cloud Service prevents external IP level connectivity for all the Oracle PaaS and IaaS Public Cloud Services that are configured for access via FastConnect.

    "Unavailable" or "Unavailability" does not include any time during which the Oracle PaaS and IaaS Public Cloud Services or any service component are unavailable as caused by or resulting from Your Network Service Provider or Equinix Cloud Exchange.

Category 7

For the Category 7 services listed below, the following section, Service Level Agreements applies in lieu of section 3 of the *Oracle Cloud Hosting and Delivery Policies.*

1. Oracle Cloud Infrastructure Compute
2. Oracle Cloud Infrastructure Block Volume
3. Oracle Cloud Infrastructure Database
4. Oracle Cloud Infrastructure Exadata Cloud Service
5. Oracle Cloud Infrastructure Object Storage
6. Oracle Cloud Infrastructure FastConnect

Service Level Agreements

The following terms apply to all of the subsections within this section (Service Level Agreements).

Definitions

- "Availability Domain" refers to one or more data centers located within a Region. Availability domains are separate from each other and fault tolerant.
- "Block Size" refers to the maximum length of a sequence of bytes or bits (specifically for data transmission and storage).
- "CSI" refers to a customer support identification number that is issued to customers and enables them to file support requests via My Oracle Support.
- "Demarcation Point" is the physical point at which a telecommunications company's public network ends and the Oracle network begins.
- "Fault Domain" is a collection of servers that share common resources, such as power and network connectivity.
- "FIO" is a benchmarking and workload simulation tool. FIO synthetically simulates performance numbers for various types of workloads, block size and read write mix.
- "IOPS" (which is also referred to as input/output operations per second) is a metric used to characterize performance of storage devices such as hard disks (HDD), solid state drives (SSD) and storage area networks (SAN).
- "OCIDs" are unique identifiers for resources in the Oracle Cloud Infrastructure cloud and that contain metadata about the resources.
- "One AD Region" refers to a Region in which Oracle has one Availability Domain.
- "Region" refers to a localized geographic area in which one or more Oracle data centers are located.
- "VCN" is a customizable private network within the Oracle Cloud Infrastructure cloud.

Service Credits

Service credits ("**Service Credits**") are calculated as a percentage of the net fees You have paid to Oracle for an Oracle Cloud Infrastructure Service in the month in which any applicable Service Commitment (as defined below) was not met and are credited to You in the calendar month following Oracle's approval of Your claim (as described below). Service Credits are Your sole and exclusive remedy when Oracle has not met any of the Service Commitments set forth in this section (Service Level Agreements) with respect to the applicable Oracle Cloud Infrastructure Service. Service Credits will only be provided for the specific Oracle Cloud Infrastructure Service for which the applicable Service Commitment has not been met.

If You have purchased Oracle Cloud Infrastructure Services under the Pay as you Go model (described in the Oracle PaaS and IaaS Universal Credits Service Descriptions document), Oracle will calculate Service Credits as a portion of Your actual usage of the part number that corresponds to the applicable Oracle Cloud Infrastructure Service for which the applicable Service Commitment was not met (the "**Non-Compliant Service**") multiplied by Pay as you Go rates for the part number for the Non-Compliant Service. Service Credits will be added to Your Pay as you Go balance in the calendar month following Oracle's approval of Your claim. You must use those Service Credits within the calendar month in which the Service Credits are granted. Any unused Service Credits will expire at the end of the calendar month in which the Service Credits are granted, and You may not carry those Service Credits over to another month.

If You have purchased Oracle Cloud Infrastructure Services under the Monthly Universal Credit model (described in

the Oracle PaaS and IaaS Universal Credits Service Descriptions document), Oracle will calculate the Service Credits as a portion of the actual usage of the part number that corresponds to the Non-Compliant Service multiplied by the rates (as listed in Your order) for the part number for the Non-Compliant Service. Service Credits will be added to Your Monthly Universal Credit balance in the calendar month following Oracle's approval of Your claim. You must use those Service Credits within the calendar month in which the Service Credits are granted. Any unused Service Credits will expire at the end of the calendar month in which the Service Credits are granted, and You may not carry those Service Credits over to another month.

Claims

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 "My Oracle Support" portal or by contacting Your customer success manager 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 named Oracle Cloud Infrastructure Service did not meet the applicable Service Commitment;
(ii) information regarding the time and duration of the downtime that caused the named Oracle Cloud Infrastructure Service not to meet the applicable Service Commitment;
(iii) the names of the Oracle Cloud Infrastructure Service(s) that did not meet the applicable Service Commitment(s);
(iv) the Region in which the named Oracle Cloud Infrastructure Service did not meet the applicable Service Commitment;
(v) the names of the relevant OCIDs, including tenancy OCID, compartment(s) OCID, and affected resource OCID(s);
(vi) a description of Your attempts to resolve the issue at the time of occurrence;
(vii) relevant documentation/logs such as audit console, OS events/logs that can confirm that the named Oracle Cloud Infrastructure Service did not meet the applicable Service Commitment.

In order for Oracle to consider a claim, Oracle must receive the claim within 30 calendar days from when the issue occurred that caused the named Oracle Cloud Infrastructure Service not to meet the applicable Service Commitment. For example, if the issue occurred on June 1, Oracle must receive the claim and all required information by July 1. Oracle will use commercially reasonable efforts to process claims within 60 days of Oracle's receipt of a claim. You must continue to be in compliance with the Oracle Cloud Services Agreement in order for You to be eligible to receive Service Credits.

Resolution of Conflicting Service Level Agreement Offering

Oracle offers several different service level agreements as defined in this section (Service Level Agreements). In the event an issue were to trigger multiple instances where a Service Commitment (as defined below in each subsection) for a particular Oracle Cloud Infrastructure Service is not met, Oracle will resolve the issue in accordance with the least restrictive service level agreement and You may receive Service Credits only for the service level agreement listed under the "Resolution order" column in the table below. Service level agreements range from least restrictive (data plane) to more restrictive (control plane) to most restrictive (performance).

	SLAs types offered			
Service	**Data Plane**	**Control Plane**	**Performance**	**Resolution order**
Oracle Cloud Infrastructure Compute	Data Plane	Control Plane	Performance	Data plane followed by control plane followed by performance
Oracle Cloud Infrastructure Block Volume	Data Plane	Control Plane	Performance	Data plane followed by control plane followed by performance
Oracle Cloud Infrastructure Object Storage	Data Plane			Data Plane
Oracle Cloud Infrastructure FastConnect	Data Plane			Data Plane
Oracle Cloud Infrastructure DataBase		Control Plane		Control Plane

Common Exclusions

The following exclusions apply to services in Category 7:

The Service commitment does not apply to any unavailability of the applicable Oracle Cloud Infrastructure Service for which the applicable Service Commitment was not met (the "**Non-Compliant Service**"): (i) that result in a suspension as described in the Oracle Cloud Services Agreement; (ii) that is caused by factors outside of Oracle's reasonable control, including any force majeure event or internet access or related problems beyond the Demarcation Point of the non-compliant Oracle Cloud Infrastructure Service or (iii) that result from Your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Oracle's direct control). If unavailability is impacted by factors other than those used in Oracle's calculation, then Oracle may issue Service Credits considering such factors at Oracle's discretion.

1. Data Plane Service Level Agreements

a. Oracle Cloud Infrastructure - Compute Services

The service level agreement described below for the Oracle Cloud Infrastructure - Compute Services applies to the following SKU's:

SKU	Cloud Service
B88313	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X5
B88314	Oracle Cloud Infrastructure –Compute –Bare Metal High I/O-X5
B88315	Oracle Cloud Infrastructure –Compute –Bare Metal Standard-X5
B88316	Oracle Cloud Infrastructure –Compute –Virtual Machine Dense I/O-X5
B88317	Oracle Cloud Infrastructure –Compute –Virtual Machine Standard-X5
B88318	Oracle Cloud Infrastructure –Compute-Windows OS
B88513	Oracle Cloud Infrastructure –Compute –Bare Metal Standard-X7
B88514	Oracle Cloud Infrastructure –Compute-Virtual Machine Standard-X7
B88515	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X7
B88516	Oracle Cloud Infrastructure –Compute –Virtual Machine Dense I/O-X7
B88517	Oracle Cloud Infrastructure –Compute –Bare Metal-GPU Standard-X7

Oracle will use commercially reasonable efforts to have the Oracle Cloud Infrastructure - Compute Service with the SKU's listed above available with a Monthly Uptime Percentage (as this term is defined below) of at least 99.99%, in each case during any calendar month (the "**Service Commitment**"). In the event any Oracle Cloud Infrastructure - Compute Service listed above does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Uptime Percentage for Regions	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.99%	10%
Less than 99.0%	25%

Monthly Uptime Percentage for One AD Regions	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.95%	10%
Less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure - Compute Services with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the percentage of minutes during the applicable calendar month in which the applicable Oracle Cloud Infrastructure - Compute Service was in the state of "Region Unavailable" (as defined below). Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any exclusion listed below for the applicable Oracle Cloud Infrastructure - Compute Service.
- "Region Unavailable" or "Region Unavailability" means that more than one Availability Domain in which the instance is running within the same Region is "Unavailable".
- "One AD Region Unavailable" or "One AD Region Unavailability" means that more than one Fault Domain in which the instance is running within the same One AD Region is "Unavailable".
- "Unavailable" or "Unavailability" means when all of the running instances have no external connectivity.

b. Oracle Cloud Infrastructure - Block Volume Services

The service level agreement described below for the Oracle Cloud Infrastructure - Block Volume Services applies to the following SKU's:

SKU	Cloud Service
B88322	Oracle Cloud Infrastructure - Block Volume

Oracle will use commercially reasonable efforts to have the Oracle Cloud Infrastructure - Block Volume Services with the SKU's listed above available with a Monthly Uptime Percentage (as this term is defined below) of at least 99.99%, in each case during any calendar month (the "**Service Commitment**"). In the event any Oracle Cloud Infrastructure - Block Volume Service listed above does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.99%	10%
Less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure - Block Volume Services with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the percentage of minutes during the applicable calendar month in which the applicable Oracle Cloud Infrastructure - Block Volume Service was in the state of "Unavailable" (as defined below). Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any exclusion listed below for the applicable Oracle Cloud Infrastructure - Block Volume Service.
- "Unavailable" or "Unavailability" means when all of the attached volumes perform zero read write IO with pending IO in the queue.

Additional Exclusion

The following additional exclusion applies to this subsection:

- Loss of connectivity due to issues with an Oracle Cloud Infrastructure - Compute Service, an Oracle Cloud Infrastructure Virtual Cloud Network (VCN) offering , or an Oracle Cloud Infrastructure - FastConnect Service is not covered as part of the service level agreement for the Oracle Cloud Infrastructure – Block Volume Services listed above, but are covered as part of the applicable service level agreements for the applicable Oracle Cloud Infrastructure Compute Service or Oracle Cloud Infrastructure - FastConnect Service.

c. Oracle Cloud Infrastructure - Object Storage Service

The service level agreement described below for the Oracle Cloud Infrastructure - Object Storage Services applies to the following SKU's:

SKU	Cloud Service
B88323	Oracle Cloud Infrastructure - Object Storage – Requests
B88324	Oracle Cloud Infrastructure - Object Storage - Storage

Oracle will use commercially reasonable efforts to have Oracle Cloud Infrastructure - Object Storage Service available with a Monthly Uptime Percentage (as this term is defined below) of at least 99.9%, in each case during

any calendar month (the "**Service Commitment**"). In the event any Oracle Cloud Infrastructure - Object Storage Service listed above does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	10%
Less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure - Object Storage Services with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the average of the "API Error Rate" for each five minute period in the applicable calendar month.
- "API Error Rate" means: (i) the total number of internal server errors returned by the applicable Oracle Cloud Infrastructure - Object Storage Service with an error status of "Internal Service Error" or "Service Unavailable" divided by (ii) the total number of API requests for each five minute period during the calendar month. The calculation of the number of the internal server errors does not include errors that arise directly or indirectly as a result of any of the exclusions listed below for the applicable Oracle Cloud Infrastructure - Object Storage Service.

d. Oracle Cloud Infrastructure - FastConnect Service

The service level agreement described below for the Oracle Cloud Infrastructure - FastConnect Services applies to the following SKU's:

SKU	Cloud Service
B88325	Oracle Cloud Infrastructure - FastConnect 1 Gbps
B88326	Oracle Cloud Infrastructure - FastConnect 10 Gbps

Oracle will use commercially reasonable efforts to have the Oracle Cloud Infrastructure - FastConnect Service Dedicated Circuit (as defined below) available for at least 99.9% of any calendar month (the "**Service Commitment**"). In the event the Oracle Cloud Infrastructure - FastConnect Service for the SKU's listed above does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	10%
Less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure - FastConnect Services with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the percentage of minutes during the applicable calendar month in which the Dedicated Circuit (as defined below) is "Unavailable" (as defined below).
- "Dedicated Circuit" means a logical representation of connectivity offered through the Oracle Cloud Infrastructure - FastConnect Service between Your premises and Oracle through an exchange provider or a network service provider, where such connectivity does not traverse the public internet.
- "Unavailable" or "Unavailability" mean that for a given Dedicated Circuit all Your attempts within one minute to establish IP-level connectivity to the virtual network gateway associated with the virtual network fail for longer than thirty seconds.

e. Oracle Cloud Infrastructure – Exadata Database Service

The service level agreement described below for the Oracle Cloud Infrastructure – Exadata Database Services applies to the following SKUs:

SKU	Cloud Service
B89999	Oracle Cloud Infrastructure - Database Exadata Infrastructure - Quarter Rack - X7 - Hosted Environment Per Hour
B90000	Oracle Cloud Infrastructure - Database Exadata Infrastructure - Half Rack - X7 - Hosted Environment Per Hour
B90001	Oracle Cloud Infrastructure - Database Exadata Infrastructure - Full Rack - X7 - Hosted Environment Per Hour
B88592	Oracle Cloud Infrastructure - Database Exadata Additional OCPU's - OCPU Per Hour
B88593	Oracle Cloud Infrastructure - Database Exadata Quarter Rack - X6 - Hosted Environment Per Hour
B88594	Oracle Cloud Infrastructure - Database Exadata Half Rack - X6 - Hosted Environment Per Hour
B88595	Oracle Cloud Infrastructure - Database Exadata Full Rack - X6 - Hosted Environment Per Hour
B88847	Oracle Cloud Infrastructure - Database Exadata Additional OCPU's - BYOL - OCPU Per Hour
B88854	Oracle Cloud Infrastructure - Database Exadata Full Rack - X6 - BYOL - Hosted Environment Per Hour
B88855	Oracle Cloud Infrastructure - Database Exadata Half Rack - X6 - BYOL - Hosted Environment Per Hour
B88856	Oracle Cloud Infrastructure - Database Exadata Quarter Rack - X6 - BYOL - Hosted Environment Per Hour
B87871	Oracle Cloud Infrastructure - Database Exadata Quarter Rack - X6 - Non-metered
B87872	Oracle Cloud Infrastructure - Database Exadata Half Rack - X6 - Non-metered
B87873	Oracle Cloud Infrastructure - Database Exadata Full Rack - X6 - Non-metered
B87874	Oracle Cloud Infrastructure - Database Exadata Additional OCPUs - X6 - Non-metered
B87866	Oracle Cloud Infrastructure - Database Exadata Quarter Rack - X6 - Metered
B87867	Oracle Cloud Infrastructure - Database Exadata Half Rack - X6 - Metered
B87868	Oracle Cloud Infrastructure - Database Exadata Full Rack - X6 - Metered
B87869	Oracle Cloud Infrastructure - Database Exadata Additional OCPU's - X6 - Metered
B87870	Oracle Cloud Infrastructure - Database Exadata Additional OCPU's - X6 - Metered

Oracle will use commercially reasonable efforts to have the Oracle Cloud Infrastructure – Database Exadata Service for the SKU's listed above available with a Monthly Uptime Percentage (as defined below) of at least 99.95%, in each case during any monthly billing cycle (the "**Service Commitment**"). In the event any Oracle Cloud Infrastructure – Database Exadata Service listed above does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is described above) for the non-compliant service.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.95%	10%
Less than 99.0%	25%

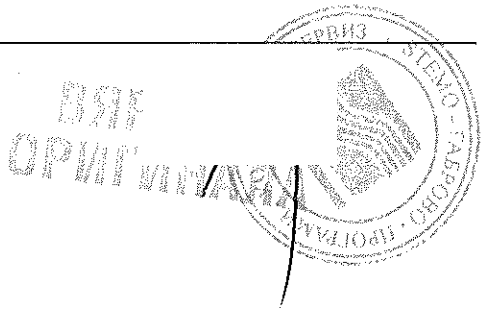
For the purposes of the Oracle Cloud Infrastructure – Exadata Database Service with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the percentage of minutes during the applicable calendar month in which the applicable Oracle Cloud Infrastructure – Database Exadata Service is not "Available" (as defined below) on a per-Availability Domain basis.
- "Available" means for an Exadata rack that it is considered available for a minute if within the minute these conditions hold true: (a) at least one compute server is able to receive a network connection from an application or a user, and (b) at least one I/O operation can be issued to the Exadata Storage subsystem.

Additional Exclusions

The following additional exclusions apply to this subsection:

- The Service Commitment does not apply to any unavailability, suspension or termination of Oracle Cloud Infrastructure - Database Exadata Service, or any other performance issues:
  - that result from issues related to the database (since the database is managed by You and not by Oracle);



- that result from a suspension described in the Oracle Cloud Services Agreement;
- caused by factors outside of Oracle's reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of Oracle Cloud Infrastructure - Database Exadata Service;
- that result from any actions or inactions of You or any third party (e.g., rebooting a database deployed in the Exadata rack, filling up storage, mis-configuring security groups, VCN configurations or credential settings, disabling encryption keys or making the encryption keys inaccessible, etc.);
- that result from Your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Oracle's direct control);
- that result from any maintenance as provided for pursuant to the Oracle Cloud Services Agreement;
- that result in long recovery time due to insufficient IO capacity for Your database workload;

- Loss of network connectivity due to issues with an Oracle Cloud Infrastructure Virtual Cloud Network (VCN) offering or an Oracle Cloud Infrastructure - FastConnect Service is not covered as part of the service level agreement for the Oracle Cloud Infrastructure – Database Exadata Services listed above, but are covered as part of the applicable service level agreements for the applicable Oracle Cloud Infrastructure - FastConnect Service.

2. Control Plane Service Level Agreement

a. Oracle Cloud Infrastructure - Compute and Oracle Cloud Infrastructure - Block Volume Services

The service level agreement described below for the Oracle Cloud Infrastructure - Compute and Oracle Cloud Infrastructure - Block Volume Services applies to the following SKU's:

SKU	Cloud Service
B88313	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X5
B88314	Oracle Cloud Infrastructure –Compute –Bare Metal High I/O-X5
B88315	Oracle Cloud Infrastructure –Compute –Bare Metal Standard-X5
B88316	Oracle Cloud Infrastructure –Compute –Virtual Machine Dense I/O-X5
B88317	Oracle Cloud Infrastructure –Compute –Virtual Machine Standard-X5
B88318	Oracle Cloud Infrastructure –Compute-Windows OS
B88322	Oracle Cloud Infrastructure - Block Volume
B88513	Oracle Cloud Infrastructure –Compute –Bare Metal Standard-X7
B88514	Oracle Cloud Infrastructure –Compute-Virtual Machine Standard-X7
B88515	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X7
B88516	Oracle Cloud Infrastructure –Compute –Virtual Machine Dense I/O-X7
B88517	Oracle Cloud Infrastructure –Compute –Bare Metal-GPU Standard-X7

Oracle will use commercially reasonable efforts to have the Oracle Cloud Infrastructure - Compute and Oracle Cloud Infrastructure - Block Volume Services with the SKU's listed above available with a Monthly Uptime Percentage (as this term is defined below) of at least 99.9%, in each case during any calendar month (the "**Service Commitment**"). In the event the Oracle Cloud Infrastructure - Compute or the Oracle Cloud Infrastructure - Block Volume Services listed above do not meet the Service Commitment, You will be eligible to receive Service Credits (as that term is defined above) for the non-compliant service.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	10%
Less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure - Compute and Oracle Cloud Infrastructure - Block Volume Services with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the average of the "Control Plane API Error Rate" for each five-minute period in the applicable calendar month.
- "Control Plane API Error Rate" means: (i) the total number of internal server errors returned by the Oracle Cloud Infrastructure - Compute or Oracle Cloud Infrastructure - Block Volume Service with an error status of "Internal Service Error" or "Service Unavailable" divided by (ii) the total number of Control Plane API requests during each five-minute period during a calendar month. The calculation of the number of internal server errors does not include errors that arise directly or indirectly as a result of any of the exclusions listed below for the applicable Oracle Cloud Infrastructure - Compute or Oracle Cloud Infrastructure - Block Volume Service.
- Monthly Uptime Percentage is calculated on a per Availability Domain basis.

b. Oracle Cloud Infrastructure - Database Service

The service level agreement described below for the Oracle Cloud Infrastructure - Database Service applies to the following SKU's:

SKU	Cloud Service
B88338	Oracle Cloud Infrastructure - Database Enterprise Edition High Performance - High I/O
B88339	Oracle Cloud Infrastructure - Database Standard Edition - High I/O
B88330	Oracle Cloud Infrastructure –Database Enterprise Edition Extreme Performance –Additional Capacity
B88331	Oracle Cloud Infrastructure-Database Standard Edition-Additional Capacity
B88332	Oracle Cloud Infrastructure-Database Enterprise Edition-Dense I/O
B88333	Oracle Cloud Infrastructure-Database Enterprise Extreme Performance Edition-Dense I/O
B88334	Oracle Cloud Infrastructure-Database Enterprise High Performance Edition-Dense I/O
B88335	Oracle Cloud Infrastructure-Database Standard Edition-Dense I/O
B88336	Oracle Cloud Infrastructure - Database Enterprise Edition - High I/O
B88337	Oracle Cloud Infrastructure - Database Enterprise Edition Extreme Performance - High I/O
B88338	Oracle Cloud Infrastructure - Database Enterprise Edition High Performance - High I/O
B88339	Oracle Cloud Infrastructure - Database Standard Edition - High I/O
B88340	Oracle Cloud Infrastructure Database Enterprise Edition - 2 node RAC
B88888	Oracle Cloud Infrastructure – Database All Editions – High I/O – BYOL

Oracle will use commercially reasonable efforts to have the Oracle Cloud Infrastructure - Database Service with the SKU's listed above available with a Monthly Uptime Percentage (as this term is defined below) of at least 99.9%, in each case during any calendar month (the "**Service Commitment**"). In the event any Oracle Cloud Infrastructure - Database Service listed above does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Uptime Percentage	Service Credit Percentage
Equal to or greater than 99.0% but less than 99.9%	10%
Less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure – Database Services with the SKU's listed above, the following shall apply:

- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent the average of the "Control Plane API Error Rate" for each five minute period in the calendar month.
- "Control Plane API Error Rate" means: (i) the total number of internal server errors returned by the applicable Oracle Cloud Infrastructure - Database Service with an error status of "Internal Service Error" or "Service Unavailable" divided by (ii) the total number of Control Plane API requests during each five minute period during a calendar month. The calculation of the number of internal server errors does not include errors that arise directly or indirectly as a result of any of the exclusions listed below.
- Monthly Uptime Percentage is calculated on a per Availability Domain basis.

Additional Exclusion

The following additional exclusion applies to this subsection:

- The Service Commitment does not apply to any Unavailability of Oracle Cloud Infrastructure - Database Service: (i) that result from any actions or inactions of You or any third party (e.g., rebooting a database instance, scaling compute capacity, not scaling storage when the storage is full, misconfiguring security groups, VCN configurations or credential settings, disabling encryption keys or making the encryption keys inaccessible, etc; (ii) that result from any maintenance as provided for pursuant to the Oracle Cloud Services Agreement; or (iii) that result in long recovery time due to insufficient I/O capacity for Your database workload.

3. Performance Service Level Agreement

a. Oracle Cloud Infrastructure Local NVMe Storage Service Level Agreement

The service level agreement described below applies to the following SKU's:

SKU	Cloud Service
B88313	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X5
B88314	Oracle Cloud Infrastructure –Compute –Bare Metal High I/O-X5
B88316	Oracle Cloud Infrastructure –Compute –Virtual Machine Dense I/O-X5
B88318	Oracle Cloud Infrastructure –Compute-Windows OS
B88515	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X7
B88516	Oracle Cloud Infrastructure –Compute –Virtual Machine Dense I/O-X7

Oracle will use commercially reasonable efforts to deliver the performance of a single NVMe drive utilized in an Oracle Cloud Infrastructure - Compute service with a SKU listed above of at least 99.9% during any calendar month (the "**Service Commitment**"). In the event Oracle does not meet the Service Commitment for the Oracle Cloud Infrastructure – Compute service with the SKU's listed above, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Performance Rate	Service Credit Percentage
Monthly Performance Rate greater than 99.0% but less than 99.9%	10%
Monthly Performance Rate rate less than 99.0%	25%

For the purposes of the Oracle Cloud Infrastructure Services with the SKU's listed above, the following shall apply:

- "Monthly Performance Rate" is calculated by subtracting from 100 percent the "Disk Performance Rate" (as defined below) for the applicable calendar month for the applicable Oracle Cloud Infrastructure – Compute - Bare Metal Service.
- Disk Performance Rate" is calculated as: (i) total number of hours disk IOPS is less than 90 percent of the minimum IOPS published by Oracle, divided by (ii) the total number of hours in a calendar month.
- Disk "IOPS" is measured at 4K Block Size.
- IOPS numbers are generated using FIO. More details on the performance test can be found at https://docs.us-phoenix-1.oraclecloud.com/Content/Compute/Concepts/computeperformance.htm.

Additional Exclusions

The following additional exclusions apply to this subsection:

- The Service Commitment does not apply to the published IOPS numbers while a backup or snapshot is being performed.
- The Service Commitment does not apply to performance degradations caused by a known hardware failure.

b. Oracle Cloud Infrastructure - Block Volume Performance Service Level Agreement

The service level agreement described below applies to the following SKU's:

SKU	Cloud Service
B88322	Oracle Cloud Infrastructure - Block Volume

Oracle will use commercially reasonable efforts to deliver "Block Volume Performance" (as defined below) of at least 99.9% during any calendar month (the "**Service Commitment**") for the SKU's listed above. In the event Oracle does not meet the Service Commitment for the SKU's listed above, You will be eligible to receive Service Credits (as that term is defined above) for the non-compliant service.

Monthly Performance Rate	Service Credit Percentage
Monthly Performance Rate greater than 99.0% but less than 99.9%	10%
Monthly Performance Rate less than 99.0%	25%

For the purposes of the SKU's listed above, the following shall apply:

- "Block Volume Performance" is defined as 90 percent of the minimum Block Volume IOPS published by Oracle.
- "Block Volume Performance Rate" is calculated as: (i) the total number of hours during which the IOPS of a single Block Volume is less than the applicable "Block Volume Performance", divided by (ii) the total number of hours in a calendar month.
- "Monthly Performance Rate" is calculated by subtracting from 100 percent the applicable "Block Volume Performance Rate".
- "Block Volume IOPS" is defined as IOPS that is measured at 4K Block Size. The Block Volume IOPS will vary with the Block Size; You should refer to the published information for the IOPS for the specified Block Size.
- IOPS numbers are generated using FIO. More details on the performance test can be found at https://docs.us-phoenix-1.oraclecloud.com/Content/Block/Concepts/blockvolumeperformance.htm.

Additional Exclusions

The following additional exclusions apply to this subsection:

- The Service Commitment does not apply to the IOPS numbers published by Oracle while a backup or snapshot is performed.
- The Service Commitment does not apply to the maximum IOPS number when sufficient bandwidth is not available for the compute instance to which Block Volume is attached.

c. Oracle Cloud Infrastructure Network Performance Service Level Agreement

The service level agreement described below applies to the following SKU's:

SKU	Cloud Service
B88313	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X5
B88314	Oracle Cloud Infrastructure –Compute –Bare Metal High I/O-X5
B88315	Oracle Cloud Infrastructure –Compute –Bare Metal Standard-X5
B88318	Oracle Cloud Infrastructure –Compute-Windows OS
B88513	Oracle Cloud Infrastructure –Compute –Bare Metal Standard-X7
B88515	Oracle Cloud Infrastructure –Compute –Bare Metal Dense I/O-X7
B88517	Oracle Cloud Infrastructure –Compute –Bare Metal-GPU Standard-X7

Oracle will use commercially reasonable efforts to deliver a Network Performance Rate (as defined below) of at least 99.9% during any calendar month (the "**Service Commitment**") for the SKU's listed above. In the event Oracle does not meet the Service Commitment, You will be eligible to receive Service Credits (as this term is defined above) for the non-compliant service.

Monthly Performance Rate	Service Credit Percentage
Network Performance rate greater than 99.0% but less than 99.9%	10%
Network Performance rate less than 99.0%	25%

For the purposes of the SKU's listed above, the following shall apply:

- "Network Performance Rate" is calculated as: (i) the total accumulated minutes during a calendar month in which the Network Throughput (as defined below) between instances within an Availability Domain in a VCN is less than 90 percent of the Oracle-published network throughput per Oracle-provided compute instance shape, divided by (ii) the total number of minutes in a calendar month.
- "Network Throughput" is defined as the amount of data moved successfully between compute instances within an Availability Domain in a monthly billing period and is measured in megabits per second (Mbps) or gigabits per second (Gbps).
- "Monthly Performance Rate Percentage" is calculated by subtracting from 100 percent the Network Performance Rate in a calendar month.
- All the instances need to be in the same Availability Domain and within the same Region.
- More details on the performance test can be found at https://docs.us-phoenix-1.oraclecloud.com/Content/Network/Concepts/networkperformance.htm.

Additional Exclusion

The following additional exclusion applies to this subsection:

- The Oracle Cloud Infrastructure Network Performance Service Level Agreement only applies to Bare Metal instances and not to virtual machines.

Oracle Cloud Security Policy

Physical Security Safeguards

For Oracle Apiary Cloud Service, Oracle Container Pipelines Cloud Service, Oracle Cloud Infrastructure - Ravello Service and Oracle CASB Cloud Services, the following applies in lieu of the text in section 1.3 of the *Oracle Cloud Hosting and Delivery Policies*: Oracle provides secured computing facilities for both office locations and production cloud infrastructure.

Oracle Cloud Service Continuity Policy

Based on service availability, Oracle PaaS and IaaS services may be provisioned at multiple data centers, and dependent on product capability and customer solution design, You may be able to configure such services with disaster recovery capabilities. You are solely responsible for any such post provisioning configuration, data backups, and execution of disaster recovery activities.

Oracle Cloud Services High Availability Strategy

For Oracle Apiary Cloud Service and Oracle CASB Cloud Services, the following applies in lieu of the text in section 2.1 of the *Oracle Cloud Hosting and Delivery Policies*: Oracle CASB Cloud Services are designed to maintain service availability in the case of an incident affecting the services.

Oracle Cloud Service Level Objective Policy

Sections 3.2 (including sub sections) and 3.3 of section 3 (Oracle Cloud Service Level Objective Policy) of the *Oracle Cloud Hosting and Delivery Policies* does not apply to Oracle Container Pipelines Cloud Service.

Oracle Cloud Change Management Policy

The scheduled maintenance periods for the Oracle PaaS and IaaS Public Cloud Services are documented on My Oracle Support in Knowledge Article 1681146.1: https://support.oracle.com/epmos/faces/DocumentDisplay?id=1681146.1.

Emergency Maintenance

For Oracle Cloud Infrastructure - Ravello Service, the following applies in lieu of the text in section 4.1.1 of the *Oracle Cloud Hosting and Delivery Policies*: Oracle will work to provide prior notice for any emergency maintenance requiring a service interruption.

Data Center Migrations

For Oracle Cloud Infrastructure - Ravello Service, the following applies in lieu of the text in section 4.1.3 of the *Oracle Cloud Hosting and Delivery Policies*: For data center migrations for purposes other than disaster recovery, Oracle will provide prior notice to You.

Oracle Cloud Support Policy

For FUJITSU Cloud Service K5 DB powered by Oracle® Cloud service, Fujitsu provides first level support to customers by responding to technical inquiries and incidents reported by customers via email and telephone. Oracle provides second line support in case the technical inquires and incidents cannot be solved by Fujitsu.

Oracle Cloud Suspension and Termination Policy

The second paragraph of section 6.1 of the *Oracle Cloud Hosting and Delivery Policies* does not apply to Oracle Cloud Infrastructure - Ravello Services.

The first paragraph of section 6.1 of the *Oracle Cloud Hosting and Delivery Policies* does not apply to Oracle Apiary Cloud Service.

ORACLE

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Integrated Cloud Applications & Platform Services

Приложение №1.4 Fast and scalable compute resources

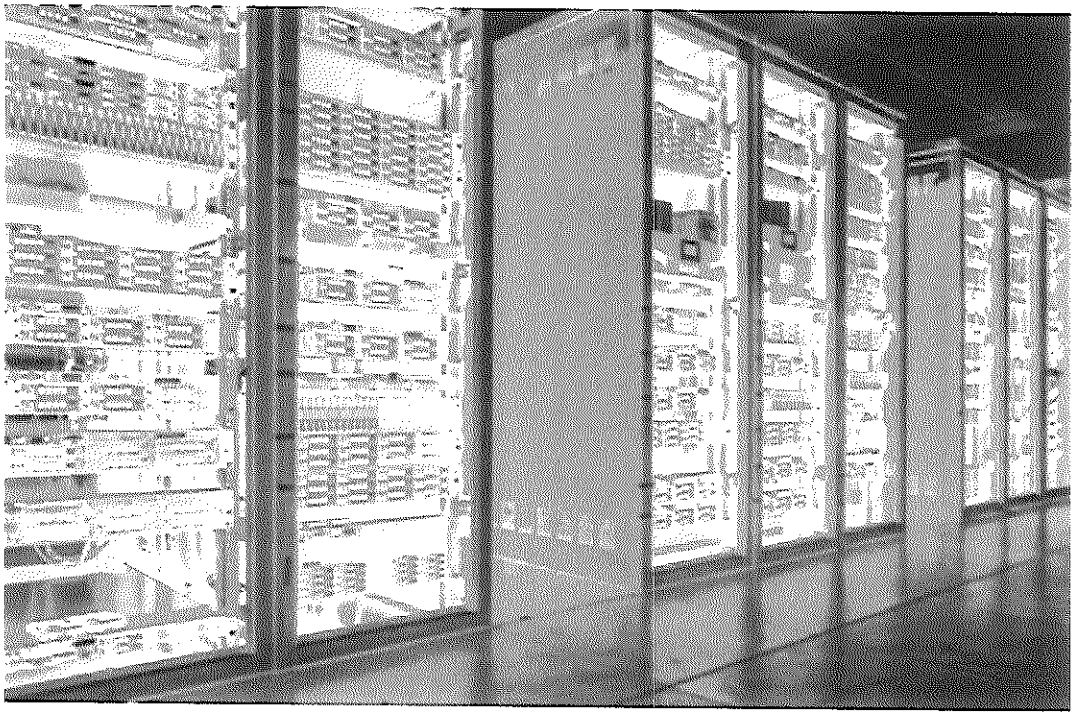
неразделна част от Техническо предложение за участие при възлагане на обществена поръчка чрез събиране на оферти с обява по реда на Глава 26та от ЗОП, с предмет: „Осигуряване на необходимите ресурси за работа на EUCISE2020 нод за връзка на национален EUCISE2020 адаптор в съответствие с инженеринговите услуги, поддържащи прилагането на EUCISE2020 мрежата"

от: СТЕМО ООД

Седалище и адрес на управление: гр. Габрово, ПК 5300, ул. „Николаевска" № 48
Адрес за кореспонденция: гр. София, ПК 1407, бул. „Черни връх" № 51Б
телефон No: +359 2 816 23 00 факс No: +359 2 816 23 03
e-mail : sf.office@stemo.bg
ЕИК 817080126

Fast and Scalable Compute Resources

From single-core VMs up to 64-core bare metal compute instances in large-scale clusters, Oracle Cloud Infrastructure compute instances scale for all your traditional and cloud-native applications.



Based on High Performance Intel Xeon and AMD EPYC processors

Cloud compute instances powered by the latest processors, and secured by the most advanced network and data center architecture yet available in minutes when you need them.

- Up to 64 simultaneous multi-threaded cores per instance for ultimate performance
- Regions available in US and Europe; 12 additional regions announced
- Up to 51 TB of local NVMe SSDs, as well as advanced block, file, and object storage options
- Architected for high availability and enterprise-class governance
- Bare metal instance shapes for compute- and data-intensive workloads
- Industry-first non-oversubscribed network with dual 25 Gbps network interfaces per host

Приложение №1.5 Fault domains

неразделна част от Техническо предложение за участие при възлагане на обществена поръчка чрез събиране на оферти с обява по реда на Глава 26та от ЗОП, с предмет: „Осигуряване на необходимите ресурси за работа на EUCISE2020 нод за връзка на национален EUCISE2020 адаптор в съответствие с инженеринговите услуги, поддържащи прилагането на EUCISE2020 мрежата"

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Fault Domains

A fault domain is a grouping of hardware and infrastructure within an availability domain. Each availability domain contains three fault domains. Fault domains let you distribute your instances so that they are not on the same physical hardware within a single availability domain. A hardware failure or Compute hardware maintenance that affects one fault domain does not affect instances in other fault domains.

To control the placement of your instances, you can optionally specify the fault domain for a new instance at launch time. If you do not specify the fault domain, the system selects one for you. To change the fault domain for an instance, terminate it and launch a new instance in the preferred fault domain.

Use fault domains to:

- Protect against unexpected hardware failures
- Protect against planned outages due to Compute hardware maintenance

See Fault Domains in Best Practices for Your Compute Instance for recommendations when using fault domains.

Resource Availability

The following sections list the resource types based on their availability: global across regions, within a single region, or within a single availability domain.

Tip

In general: IAM resources are global. DB Systems, instances, and volumes are specific to an availability domain. Everything else is regional. Exception: Subnets were originally designed to be specific to an availability domain. Now, you can create regional subnets, which is what Oracle recommends.

Приложение №1.6 Container Engine for Kubernetes

неразделна част от Техническо предложение за участие при възлагане на обществена поръчка чрез събиране на оферти с обява по реда на Глава 26та от ЗОП, с предмет: „Осигуряване на необходимите ресурси за работа на EUCISE2020 нод за връзка на национален EUCISE2020 адаптор в съответствие с инженеринговите услуги, поддържащи прилагането на EUCISE2020 мрежата"

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Container Engine for Kubernetes

A developer friendly, container-native, and enterprise-ready managed Kubernetes service for running highly available clusters with the control, security, and predictable performance of Oracle's Cloud Infrastructure.

Container Native

Standard and Conformant

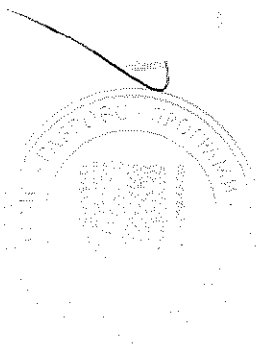
Container Engine leverages standard upstream Kubernetes, validated against the CNCF conformance program, ensuring portability across clouds and on-premises.

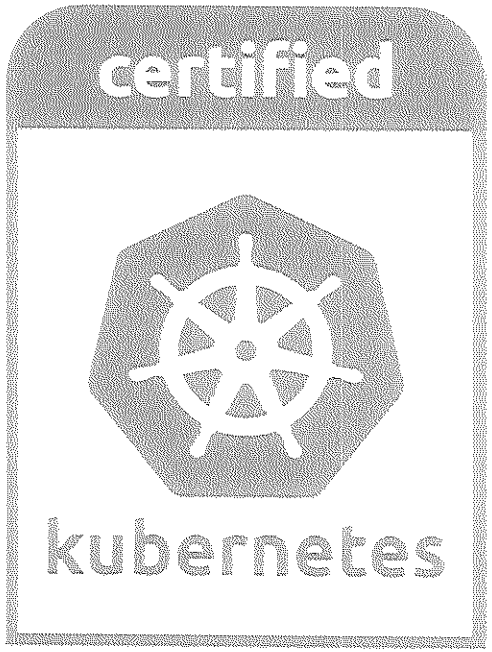
Oracle Cloud Infrastructure Integrated

Take full advantage of Container Engine integration into Oracle Cloud Infrastructure to create high availability clusters, with load balancer, Persistent Volume Claim, and Persistent Volume native integration.

End-to-End Container Lifecycle Management

Seamlessly build and test container images with Container Pipelines or your own favorite CI/CD tool. Deploy from the Registry, a fully integrated Docker v2 compatible private Container Registry.





Приложение №1.7 Container Engine for Kubernetes

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телефон No: +359 2 816 23 00 факс No: +359 2 816 23 03
e-mail : sf.office@stemo.bg
ЕИК 817080126,

Oracle Cloud Infrastructure Registry

A highly available private container registry service for storing and sharing container images within the same regions as the deployments.

Open Standards Based

Docker Registry v2 Compliant

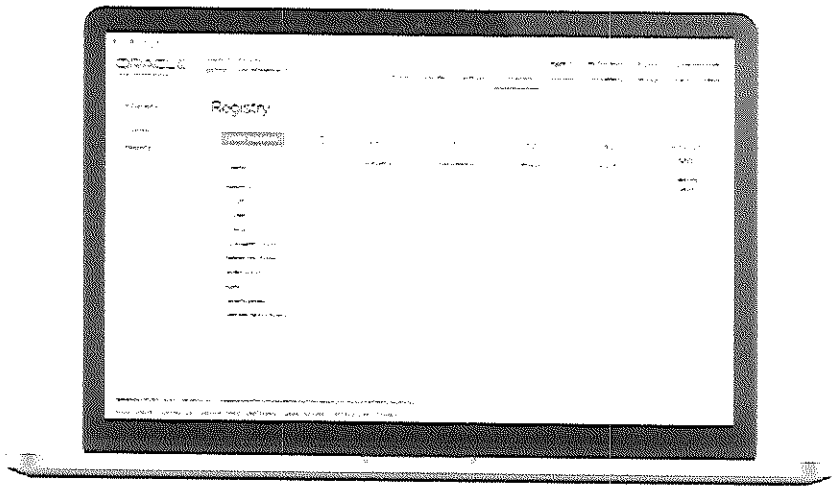
Manage Docker images easily with Docker CLI.

Only Pay for Resources Used

Organizations have access to an included private registry, and pay only for the storage and network consumed.

Support for Token Authentication

Native support for Docker Registry v2 token authentication, built into the platform for [illegible]ity.



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Изх. № 2437/27.02.2019

На вниманието на: **Изпълнителна агенция „Морска администрация“**
гр. София, ул. Дякон Игнатий 9

Име на процедурата: **Осигуряване на необходимите ресурси за работа на EUCISE2020 нод за връзка на национален EUCISE2020 адаптор в съответствие с инженеринговите услуги, поддържащи прилагането на EUCISE2020 мрежата**

Оторизационно писмо

Уважаеми Господа,

Оракъл Ийст Сентръл Юръп Лимитид – клон България, гр. София, Експо 2000, бул. Никола Вапцаров 55, сграда 4, ет. 7., ф.д. № 3474/2002 г. в СГС, ИН по БУЛСТАТ 130899134, ДДС номер BG 130899134, като представител на Oracle за България удостоверява, че **СТЕМО ООД**, Бул. Черни връх 51Б София, 1407, е сребърен партньор (Silver Partner) на Oracle по програмата Oracle Partner Network и има правото да предлага, продава и поддържа конкретните продукти, обект на цитираната обществена поръчка, включително лицензи за тях на територията на Р. България, съгласно условията на договора за дистрибуция Full Use Distribution Agreement BG-OPN-MDA-FU-11216562-02-APR-2018, анекс за продажба на клиенти от Публичен сектор (PSADD) BG-OPN-MDA-PSADD-11216562-30-APR-2018 и анекс за продажба на облачни услуги на Oracle BG-OPN-MDA-CSD-PSADD-11216562-30-APR-2018:

Продукт/Услуга	Тип лиценз/метрика	Период на предоставяне на услугите
Oracle PaaS & IaaS - Public Cloud Universal Credit	Universal Credit	12 месеца

С уважение,

Георги Александров
Управител
Оракъл Ийст Сентръл Юръп Лимитид – клон България

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