

# Oracle PaaS and IaaS Public Cloud Services Pillar Document

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#### **SCOPE**

This document applies to Oracle PaaS and laaS Public Cloud Services purchased by You, and supplements the *Oracle Cloud Hosting and Delivery Policies* incorporated into Your order. Except with respect to Section 7, 8, and 9 of this document, section numbers correspond to section numbers in the *Oracle Cloud Hosting and Delivery Policies*.

#### 1 ORACLE CLOUD SECURITY POLICY

#### 1.1 Oracle Information Security Practices - General

For the Oracle Video Plus (formerly Sauce mobile client) component of the Oracle Content and Experience Cloud Service - Advanced Video Management, the second paragraph of section 1.1 of the *Oracle Cloud Hosting and Delivery Policies* regarding alignment with ICO/IEC 27002 Code of Practice does not apply.

# 1.2 Physical Security Safeguards

For the Oracle Apiary Cloud Service, Oracle Container Pipelines Cloud Service, Oracle CASB Cloud Service, and the Oracle Video Plus (formerly Sauce mobile client) component of the Oracle Content and Experience Cloud Service - Advanced Video Management, 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.

#### 2 ORACLE CLOUD SERVICE CONTINUITY POLICY

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

# 2.1 Oracle Cloud Services High Availability Strategy

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

# 2.2 Oracle Cloud Services Backup Strategy

For all Oracle PaaS and laaS Cloud Services, the following applies in lieu of the text in section 2.2 of the *Oracle Cloud Hosting and Delivery Policies*: You are responsible for configuring and performing backup and restores of Your content. Additionally, You are encouraged to develop a business continuity plan to ensure continuity of Your own operations in the event of a disaster.

#### 2.3 Data Center Migrations

For all Oracle PaaS and laaS Cloud Services that are designated or otherwise identified in their applicable order (or the Service Specifications incorporated therein) as trial, Free Tier, Free or Always Free Cloud Services, the following applies in lieu of the text in section 4.1.3 of the *Oracle Cloud Hosting and Delivery Policies*: Oracle may migrate Your Oracle Cloud Services deployed in data centers retained by Oracle between production data centers as deemed necessary by Oracle or in the case of disaster recovery. Such migrations may be between data centers located in different Regions. For data center migrations for purposes other than disaster recovery, Oracle will provide a minimum of 7 days notice to You. In connection with any migration of Oracle PaaS and laaS Cloud Services under

this section, unless otherwise agreed by Oracle and You in writing, You are solely responsible for moving Your Content from the existing data center to the new data center where Your Services are migrated.

# 3 ORACLE PAAS AND IAAS PUBLIC CLOUD SERVICE LEVEL AGREEMENT POLICY

This section (Oracle PaaS and IaaS Public Cloud Service Level Agreement Policy) sets forth the Service Level Agreements that Oracle makes available for Oracle PaaS and IaaS Public Cloud Services, and for such Cloud Services applies in lieu of sections 3.1 and 3.2 of the *Oracle Hosting and Delivery Policies*. Except as described in this section (Oracle PaaS and IaaS Public Cloud Service Level Agreement Policy) and section 8 (SURGE PROTECTOR FOR WEB APPLICATION FIREWALL (WAF)) below, or as otherwise may be specified in Your order for Oracle Public Cloud Services, Oracle does not provide a Service Level Agreement with a financial remedy (i.e., Service Credits) for any Oracle PaaS and IaaS Public Cloud Services.

#### 3.1 Definitions

The following terms apply to all of the subsections within this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy).

- "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).
- "Fault Domain" is a collection of servers that share common resources, such as power and network connectivity.
- "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 a Cloud Service that contain metadata about the resources.
- "Non-Compliant Service" refers to a deployed (i.e., provisioned) Oracle PaaS or laaS Public Cloud Service for which the applicable Service Commitment under this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy) is not met.
- "Region" refers to a localized geographic area in which one or more Oracle data centers are located.
- "Service Commitment" refers to the service level objective (also referred to in the Oracle Cloud
  Hosting and Delivery Policies as a Cloud Service's "Target Service Availability Level" or "Target
  Service Uptime") applicable to a Service Level Agreement, as set forth and defined below for
  each Cloud Service under the section titled Service Level Agreements). The Service
  Commitment is typically expressed as a percentage as part of a Service Level Agreement.
- "Service Level Agreement" refers to a service level agreement applicable to a Cloud Service, which may include an Availability Service Level Agreement, a Manageability Service Level Agreement and/or a Performance Service Level Agreement, as set forth below for each such Cloud Service under the section titled Service Level Agreements.
- "VCN" is a customizable private network within the Oracle Cloud Infrastructure cloud.

#### 3.2 Service Credits

This subsection (Service Credits) sets forth the terms regarding the grant to You of service credits ("Service Credits") under a Service Level Agreement set forth in this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy) arising from Oracle's failure to meet a Service Commitment with respect to an applicable Oracle PaaS or laaS Public Cloud Service. The grant of these Service Credits are **YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY** when Oracle has not met a Service Commitment for a Service Level Agreement under this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy). Service Credits will only be provided for the specific Cloud Service for which the applicable Service Commitment has not been met.

Oracle will calculate Service Credits as a percentage of the net fees paid by You for the quantity of the relevant Non-Compliant Service that is actually used during a Measured Period (as defined below), with the (i) percentage amount (the "Service Credit Percentage") as set forth in the Service Commitment specified for such Cloud Service in this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy), and (ii) the fees and usage based on the rate(s) and metric(s) set forth for such Cloud Service in Your order (pro-rated as necessary). A "Measured Period" is a calendar month during which (A) You have deployed the applicable Oracle PaaS or laaS Public Cloud Service pursuant to the application of Oracle Monthly or Annual Universal Credits for PaaS and laaS or pursuant to an Oracle Pay as You Go (PAYG) or Funded Allocation Model (as such terms are described in the Oracle PaaS and laaS Universal Credits Service Descriptions document or in Your order, as applicable), and (B) the applicable Service Commitment for such Cloud Service was missed.

With respect to Cloud Services purchased under a Pay as You Go Model, any 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.

With respect to Cloud Services purchased pursuant to Oracle Monthly Universal Credits for PaaS and laaS, any Service Credits will be added to Your Universal Credit balance in the monthly credit period (as defined in Your order for such Cloud Services) following Oracle's approval of Your claim. You must use those Service Credits within the monthly credit period in which the Service Credits are granted. Any unused Service Credits will expire at the end of the monthly credit period in which the Service Credits are granted and You may not carry those Service Credits over to another monthly credit period.

With respect to Cloud Services purchased pursuant to Oracle Annual Universal Credits for PaaS and laaS, any Service Credits will be added to Your Universal Credits balance in the calendar month following Oracle's approval of Your claim. You must use those Service Credits within the annual credit period (as defined in Your order for such Cloud Services) in which the Service Credits are granted. Any unused Service Credits will expire at the end of the annual credit period in which the Service Credits are granted and You may not carry those Service Credits over to another annual credit period.

With respect to Cloud Services purchased under a Funded Allocation Model, any Service Credits will be subtracted from Your invoice for such Cloud Services under the applicable order in the calendar month following Oracle's approval of Your claim. If at the end of the Services Period in which the Services Credits were granted, You have any remaining unused Service Credits, and You execute a replenishment order for the Funded Allocation Model, then such Service Credits will be carried forward

into the replenishment order's Services Period, and subtracted from Your first invoice for Cloud Services acquired under such replenishment order. If at the end of the Services Period in which the Services Credits were granted, You have any remaining unused credits, and You do not execute a replenishment order for the Funded Allocation Model, then Oracle will work with You to either apply such credit towards other Oracle products or services, or refund amounts related to such credits.

With respect to Cloud Services purchased through use of Annual Oracle Database@Azure Credits (including any Overages related thereto) or Oracle Database@Azure Pay as You Go (each of such Oracle Cloud Service consumption models being referred to as "Oracle Database@Azure"), determination of Service Credits awarded for a Non-Compliant Service under this Pillar Document will be based on the terms applicable to Oracle Annual Universal Credits for PaaS and laaS and Pay as You Go Model, respectively. Fees paid for a Non-Compliant Service purchased using Oracle Database@Azure will be based on fees that You have paid Microsoft in the Azure marketplace for the Oracle Database@Azure which pertains to such Non-Compliant Service."

Notwithstanding the above, Service Credits related to an order for Oracle Monthly or Annual Universal Credits for PaaS and laaS are deemed forfeited where the grant of the Service Credits would fall in a monthly period following the expiration of the Services Period applicable to such order, unless You execute with Oracle a replenishment order for such Oracle Universal Credits whose Services Period covers the relevant monthly period. For the avoidance of doubt, Service Credits will only be granted under this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy) for Cloud Services that You have actually deployed during the applicable Measured Period pursuant to the application of Oracle Monthly or Annual Universal Credits for PaaS and laaS or pursuant to an Oracle Pay as You Go or Funded Allocation Model.

#### 3.3 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 applicable Cloud Support Portal ("Support Portal") or by contacting Your account manager and You must include all of the information required for Oracle to validate the claim, including but not limited to:

- the name of Your Oracle PaaS or laaS Public Cloud Service that did not meet its Service Commitment for the applicable Service Level Agreement;
- a detailed description of the circumstances for Your claim that such Cloud Service did not meet its Service Commitment for the applicable Service Level Agreement;
- information regarding the time and duration of the downtime that caused such Cloud Service not to meet its Service Commitment for the applicable Service Level Agreement;
- the Region in which such Cloud Service did not meet its Service Commitment for the applicable Service Level Agreement;
- the names of the relevant OCIDs, including tenancy OCID, compartment(s) OCID, and affected resource OCID(s);
- a description of Your attempts to resolve the issue that caused such Cloud Service not to meet its Service Commitment for the applicable Service Level Agreement at the time of the occurrence of such issue; and
- relevant documentation/logs (such as audit console and OS events/logs) that can confirm that such Cloud Service did not meet its Service Commitment for the applicable Service Level Agreement.

In order for Oracle to consider a claim, Oracle must receive the claim within sixty (60) calendar days from when the issue occurred that caused Your Oracle PaaS or laaS Public Cloud Service not to meet its Service Commitment for the applicable Service Level Agreement. Oracle will use commercially reasonable efforts to process a claim within sixty (60) days of Oracle's receipt of such claim. You must continue to be in compliance with the Oracle Cloud Services agreement referenced in Your order for You to be eligible to receive Service Credits.

#### 3.4 Resolution of Conflicting Service Level Agreement Offering

Oracle may offer several different Service Level Agreements for an Oracle PaaS or laaS Public Cloud Service under this document. Notwithstanding anything to the contrary, if as a result of an incident, You are entitled to receive Service Credits for a particular Cloud Service under multiple Service Level Agreements described in this document, then You may receive Service Credits only under the Service Level Agreement for such Cloud Service which provides for the highest amount of Service Credits to You, but You may not recover Service Credits for such Cloud Service under multiple Service Level Agreements for the same incident.

In addition, notwithstanding anything to the contrary, if Your order with Oracle provides a right to receive a higher amount of Service Credits in the event of an incident with a Cloud Service, then You may receive Service Credits only under the provision which provides for the highest amount of Services Credits to You for such Cloud Service, but You may not recover Service Credits under multiple provisions for the same event (i.e., You may not recover Service Credits for such Cloud Service under both such order and this document for the same incident).

In no event may You receive more Service Credits than equate to the fees paid by You for the quantity of the applicable Non-Compliant Service that is actually used in the relevant Measured Period.

#### 3.5 Common Exclusions

A Service Level Agreement (and Service Commitment therein) for an Oracle PaaS or laaS Public Cloud Service does not apply to any unavailability, error, decay, suspension or termination of the applicable Non-Compliant Service, or any other performance issue that results from the following (each a "Common Exclusion" and, collectively the "Common Exclusions"):

- 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), including any thirdparty platform on which You elect to deploy Oracle PaaS or laaS Public Cloud Services;
- For Cloud Services that are inter-related (i.e., such Cloud Services operationally interface with, or are functionally dependent on, one another), if Oracle determines the failure of one Cloud Service (the "Primary Service") to meet its Service Commitment is the root cause of any unavailability of the other Cloud Service (the "Inter-Related Unavailability"), then You may receive Service Credits as a result of the Inter-Related Unavailability only for the Primary Service, but not such other Cloud Service (i.e., the Inter-Related Unavailability will be excluded from the calculation of whether or not such other Cloud Service meets its Service Commitment);
- Any actions or inactions of You, Your Users or any third party (other than any Oracle agents and
  contractors who Oracle has engaged to perform the applicable Cloud Service) (e.g., denying or
  disabling access to the Cloud Services, restarting, stopping, or patching a database, filling up
  storage, mis-configuring database parameters, installation of third party agents/software, misconfiguring security groups, VCN configurations or credential settings, disabling encryption

keys or making the encryption keys inaccessible, not allocating adequate resources for Your workload, mis-configuring network firewall policy, routing to network firewalls or exceeding service instance limits including bandwidth capacity, throughput, maximum connections, and/or exceeding limits specified in Your order for the Cloud Service, third party malicious acts against You or Your Users, etc.); and

Anything that is excluded from Unplanned Downtime as described in section 3.3 (Unplanned Downtime) of the Oracle Cloud Hosting and Delivery Policies (provided that, for the purposes of Your order of an Oracle PaaS or laaS Public Cloud Service, the Common Exclusions will not include any unavailability of such Cloud Service to the extent it results from a maintenance period that was not selected or otherwise agreed to by You).

In addition, if the failure to meet the Service Commitment applicable to a Cloud Service is impacted by factors other than those used in Oracle's calculation, then Oracle may issue Service Credits for the applicable Cloud Service considering such factors at Oracle's discretion.

The Service Level Agreements for Cloud Services under this section (Oracle PaaS and IaaS Public Cloud Service Level Agreement Policy) are contingent on Your adherence to Oracle's recommended minimum technical configuration requirements for accessing and using the applicable Cloud Services from Your network infrastructure and Your user workstations as set forth in the Program Documentation for such Cloud Services, as well as the software versioning requirements set forth in section 4.2 of *Oracle Cloud Hosting & Delivery Policies*.

# 3.6 Service Level Agreements

This subsection (Service Level Agreements) sets forth the Oracle PaaS and laaS Public Cloud Services that offer Service Level Agreements and are eligible to submit claims for Service Credits if their respective Service Commitments are not met.

Under this subsection, a Cloud Service may receive one or more of the following types of Service Level Agreements:

- an availability Service Level Agreement ("Availability Service Level Agreement"),
- a manageability Service Level Agreement ("Manageability Service Level Agreement"), and
- a performance Service Level Agreement ("Performance Service Level Agreement").

Not all of the foregoing types of Service Level Agreements are available for every Cloud Service under this section (Oracle PaaS and laaS Public Cloud Service Level Agreement Policy). The applicability of a specific type of Service Level Agreement to a Cloud Service, and the terms describing such Service Level Agreements, are specified for each Cloud Service in the subsections below.

# 3.6.1 MySQL HeatWave on AWS

The following table indicates which types of Service Level Agreements are applicable to a MySQL HeatWave on AWS SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|        | •   | 71                              | 0             |             |
|--------|---|---------------------------------|---------------|-------------|
|        | CLOUD SERVICE                                       | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B96157 | MySQL HeatWave - AWS- HeatWave<br>Capacity per Hour |                                 | Х             |             |

| GIAT   | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B96158 | MySQL Database - AWS - ECPU- ECPU<br>Per Hour   |                                 | X             |             |
| B95427 | MySQL Database - AWS - Storage-<br>Gigabyte Storage Capacity Per Month  |                                 | X             |             |
| B95428 | MySQL Database - AWS - Backup<br>Storage- MySQL Database - AWS -<br>Backup Storage  |                                 | X             |             |
| B96159 | MySQL Database - AWS - Outbound<br>Data transfer - inter AWS region-<br>Gigabyte of Data Transferred                              |                                 | X             |             |
| B96160 | MySQL Database - AWS - Outbound<br>Data transfer - to internet- MySQL<br>Database - AWS - Outbound Data<br>transfer - to internet |                                 | X             |             |

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month, divided by (ii) the total number of Control Plane API requests to such Cloud Service during such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.2 Oracle Access Governance

The following table indicates which types of Service Level Agreements are applicable to an Oracle Access Governance SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
| SKO    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B95496 | Oracle Access Governance for<br>Oracle Identity Manager- User Per<br>Month                                    | Х                               |               |             |  |
| B97172 | Oracle Access Governance for<br>Oracle Cloud Infrastructure -<br>Workforce User - Workforce User<br>Per Month | X                               |               |             |  |
| B97173 | Oracle Access Governance for<br>Oracle Workloads - Workforce User -<br>Workforce User Per Month               | X                               |               |             |  |
| B97179 | Oracle Access Governance Premium - Consumer User - Consumer User Per Month                                    | X                               |               |             |  |
| B97180 | Oracle Access Governance for<br>Oracle Workloads - Consumer User -<br>Consumer User Per Month                 | Х                               |               |             |  |
| B97181 | Oracle Access Governance Premium - Workforce User - Workforce User Per Month                                  | X                               |               |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when the applicable Cloud Service cannot be accessed either by the (i) Oracle Access Governance web user interface or (ii) Oracle Access Governance REST APIs. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.3 Oracle Analytics Cloud

The following table indicates which types of Service Level Agreements are applicable to an Oracle Analytics Cloud SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|        | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B92682 | Oracle Analytics - Professional<br>- User Per Month             | X                               |               |             |  |
| B92683 | Oracle Analytics - Enterprise -<br>User Per Month               | X                               |               |             |  |
| B89630 | Oracle Analytics Cloud –<br>Professional- OCPU Per Hour         | X                               |               |             |  |
| B89631 | Oracle Analytics Cloud -<br>Enterprise- OCPU Per Hour           | X                               |               |             |  |
| B89636 | Oracle Analytics Cloud –<br>Professional- BYOL-OCPU Per<br>Hour | X                               |               |             |  |
| B89637 | Oracle Analytics Cloud –<br>Enterprise- BYOL-OCPU Per<br>Hour   | X                               |               |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the Cloud Services listed above:

- "HTTP Error Rate" applies separately to each instance of the Oracle Analytics Cloud Service and means, on a per-instance basis, the percentage value corresponding to: (i) the total number of failed HTTP Calls made to the applicable Oracle Analytics Cloud Service with a status of "Bad Gateway" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of HTTP Calls made to such Oracle Analytics Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated per instance by subtracting from 100%, the average of the HTTP Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.4 Oracle Autonomous Database

The following table indicates which types of Service Level Agreements are applicable to an Oracle Autonomous Database SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| Columni. |  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|----------|--|---------------------------------|---------------|-------------|
| SKU      | CLOUD SERVICE  |                                 |               |             |
|          |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B89039   | Oracle Autonomous Data Warehouse –<br>BYOL – OCPU Per Hour   | Χ                               | Х             |             |
| B89040   | Oracle Autonomous Data Warehouse -<br>OCPU Per Hour  | X                               | X             |             |
| B89041   | Oracle Autonomous Data Warehouse -<br>Exadata Storage - Terabyte Storage<br>Capacity Per Month         | Х                               | Х             |             |
| B90453   | Oracle Autonomous Transaction<br>Processing - OCPU Per Hour  | X                               | X             |             |
| B90454   | Oracle Autonomous Transaction<br>Processing - BYOL - OCPU Per Hour                                     | Χ                               | Х             |             |
| B90455   | Oracle Autonomous Transaction<br>Processing - Exadata Storage - Terabyte<br>Storage Capacity Per Month | X                               | X             |             |
| B92212   | Oracle Autonomous JSON Database -<br>OCPU Per Hour   | X                               | Х             |             |
| B92181   | Oracle Autonomous Transaction<br>Processing - Dedicated - OCPU Per Hour                                | X                               | X             |             |
| B92182   | Oracle Autonomous Data Warehouse -<br>Dedicated - OCPU Per Hour  | Χ                               | X             |             |

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92183 | Oracle Autonomous Transaction<br>Processing - Dedicated - BYOL - OCPU<br>Per Hour                             | X                               | X             |             |
| B92184 | Oracle Autonomous Data Warehouse -<br>Dedicated - BYOL - OCPU Per Hour  | Χ                               | Χ             |             |
| B95712 | Oracle Autonomous Data Warehouse -<br>Dedicated - ECPU - ECPU Per Hour  | X                               | X             |             |
| B95713 | Oracle Autonomous Transaction<br>Processing - Dedicated - ECPU - ECPU<br>Per Hour                             | X                               | X             |             |
| B95714 | Oracle Autonomous Data Warehouse -<br>Dedicated - ECPU - BYOL - ECPU Per<br>Hour                              | X                               | X             |             |
| B95715 | Oracle Autonomous Transaction<br>Processing - Dedicated - ECPU - BYOL -<br>ECPU Per Hour                      | Х                               | X             |             |
| B95701 | Oracle Autonomous Data Warehouse -<br>ECPU - ECPU Per Hour  | X                               | X             |             |
| B95702 | Oracle Autonomous Transaction<br>Processing - ECPU - ECPU Per Hour  | X                               | X             |             |
| B95703 | Oracle Autonomous Data Warehouse -<br>ECPU - BYOL - ECPU Per Hour   | X                               | X             |             |
| B95704 | Oracle Autonomous Transaction<br>Processing - ECPU - BYOL - ECPU Per<br>Hour                                  | X                               | X             |             |
| B95754 | Oracle Autonomous Data Warehouse<br>Exadata Storage for ECPU - Gigabyte<br>Storage Capacity Per Month         | X                               | X             |             |
| B95706 | Oracle Autonomous Transaction<br>Processing Exadata Storage for ECPU -<br>Gigabyte Storage Capacity Per Month | Х                               | X             |             |
| B99708 | Oracle Autonomous JSON Database -<br>ECPU - ECPU Per Hour   | X                               | Х             |             |
| B99709 | Oracle APEX Application Development -<br>ECPU - ECPU Per Hour   | X                               | X             |             |

| SKU   | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|-------|--|---------------------------------|---------------|-------------|
|       |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B9959 | Oracle Globally Distributed Autonomous Transaction Processing - Dedicated - ECPU Per Hour        | X                               |               |             |
| B9959 | Oracle Globally Distributed Autonomous Transaction Processing - Dedicated - BYOL - ECPU Per Hour | X                               |               |             |

# Availability Service Level Agreement for Oracle Autonomous Database and Globally Distributed Autonomous Database shards and catalog databases without Autonomous Data Guard

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies and that is deployed on shared or dedicated infrastructure without Autonomous Data Guard enabled (each a "Cloud Service without Autonomous Data Guard" and collectively the "Cloud Services without Autonomous Data Guard"), Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service without Autonomous Data Guard does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for Cloud Services without Autonomous Data Guard:

- "Database Connection" is a direct connection established from any tool or application to the Cloud Service using Oracle network services.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service without Autonomous Data Guard was Unavailable (as defined below).
- "Unavailable" means a minute period when (i) no Database Connection is or can be established and (ii) all continuous attempts (at least five) to establish a Database Connection fail. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- The Availability Service Level Agreement in this subsection does not apply to Your Cloud Services if You choose to set Your node reservation for such Services to 0%.

Availability Service Level Agreement for Oracle Autonomous Database and Globally Distributed Autonomous Database shards and catalog databases when deployed with Autonomous Data Guard

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies and that is deployed on shared or dedicated infrastructure with Autonomous Data Guard enabled (each a "Cloud Service with Autonomous Data Guard" and collectively the "Cloud Services with Autonomous Data Guard"), Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.995% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service with Autonomous Data Guard does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                     | Service Credit Percentage |
|--|---------------------------|
| Less than 99.995% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%   | 25%                       |
| Less than 95.0%                                      | 100%                      |

The following terms apply to the Availability Service Level Agreement for Cloud Services with Autonomous Data Guard:

- "Database Connection" is a direct connection established from any tool or application to the applicable Cloud Service with Autonomous Data Guard using Oracle network services.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service with Autonomous Data Guard was Unavailable (as defined below).
- "Unavailable" means a minute period when (i) no Database Connection is or can be established and (ii) all continuous attempts (at least five) to establish a Database Connection fail. This excludes circumstances resulting directly or indirectly from any Common Exclusion. This also excludes minutes in "Unavailable" state as a result of user-initiated high availability tests, user-initiated Data Guard switchover tests, detection time to determine whether the primary database is down, and time leading up to any customer-initiated manual Data Guard switchover or failover operation.
- The Availability Service Level Agreement in this subsection does not apply to Your Cloud Services if You choose to set Your node reservation for such Services to 0%.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

#### **Monthly Uptime Percentage**

**Service Credit Percentage** 

Less than 99.95% but equal to or greater than 99.0%

Less than 99.0% but equal to or greater than 95.0%

Less than 95.0%

10%

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.5 Oracle Base Database Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Base Database Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88290 | Oracle Database Cloud Service -<br>Enterprise Edition - General Purpose -<br>OCPU Per Hour                             | Х                               | X             |             |
| B88291 | Oracle Database Cloud Service -<br>Enterprise Edition Extreme Performance<br>- General Purpose - OCPU Per Hour         | X                               | X             |             |
| B88292 | Oracle Database Cloud Service -<br>Enterprise Edition High Performance -<br>General Purpose - OCPU Per Hour            | X                               | X             |             |
| B88293 | Oracle Database Cloud Service -<br>Standard Edition - General Purpose -<br>OCPU Per Hour                               | X                               | X             |             |
| B88328 | Oracle Cloud Infrastructure - Database<br>Enterprise Edition - Additional Capacity -<br>OCPU Per Hour                  | Х                               | X             |             |
| B88329 | Oracle Cloud Infrastructure - Database<br>Enterprise Edition High Performance -<br>Additional Capacity - OCPU Per Hour | X                               | X             |             |

| CIVII  | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88330 | Oracle Cloud Infrastructure - Database<br>Enterprise Edition Extreme Performance<br>- Additional Capacity - OCPU Per Hour | X                               | X             |             |
| B88331 | Oracle Cloud Infrastructure - Database<br>Standard Edition - Additional Capacity -<br>OCPU Per Hour                       | X                               | X             |             |
| B88404 | Oracle Database Cloud Service - All<br>Editions - BYOL - OCPU Per Hour  | X                               | X             |             |
| B88846 | Oracle Cloud Infrastructure - Database<br>All Editions - Additional Capacity - BYOL<br>- OCPU Per Hour                    | X                               | X             |             |
| B90569 | Oracle Base Database Service - Standard<br>Edition - OCPU Per Hour  | X                               | X             |             |
| B90570 | Oracle Base Database Service -<br>Enterprise Edition - OCPU Per Hour  | X                               | X             |             |
| B90571 | Oracle Base Database Service -<br>Enterprise Edition High Performance -<br>OCPU Per Hour                                  | Х                               | X             |             |
| B90572 | Oracle Base Database Service -<br>Enterprise Edition Extreme Performance<br>- OCPU Per Hour                               | X                               | X             |             |
| B90573 | Oracle Base Database Service - All<br>Editions - BYOL - OCPU Per Hour   | Χ                               | X             |             |
| B97197 | Oracle Base Database Service on Arm -<br>Enterprise - OCPU Per Hour   | X                               | X             |             |
| B97198 | Oracle Base Database Service on Arm -<br>High Performance - OCPU Per Hour   | Χ                               | Х             |             |
| B97199 | Oracle Base Database Service on Arm -<br>Extreme Performance - OCPU Per Hour  | X                               | X             |             |
| B97200 | Oracle Base Database Service on Arm -<br>BYOL - OCPU Per Hour   | Χ                               | X             |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet

its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per-Availability Domain basis, any time when: (i) no virtual machine (or, where applicable, none of the virtual machines in a Real Application Cluster (RAC) configuration) of the applicable Cloud Service is able to receive a network connection from an application or a user, and (ii) no I/O operation can be issued to the block storage of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.6 Oracle Big Data Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Big Data Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| but Service Sixo us indicated below by all X in the Type of Service Level/Agreement column. |  |                                 |               |             |
|---|--|---------------------------------|---------------|-------------|
| SKU   | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|   |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B91121  | Oracle Cloud SQL - Compute Capacity - OCPU Per Hour              | Χ                               | X             |             |
| B91128  | Oracle Big Data Service - Compute -<br>Standard - OCPU Per Hour  | X                               | X             |             |
| B91129  | Oracle Big Data Service - Compute -<br>Dense I/O - OCPU Per Hour | X                               | Х             |             |
| B91130  | Oracle Big Data Service - Compute -<br>HPC - OCPU Per Hour       | X                               | X             |             |
| B93555  | Oracle Big Data Service - OCPU Per<br>Hour                       | Χ                               | X             |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents
  external connectivity to any of Your instances of such Cloud Service. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.7 Oracle Cloud Infrastructure Identity and Access Management

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure Identity and Access Management SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B93493 | Oracle Cloud Infrastructure Identity and Access Management – External User             | X                               |               |             |
| B93494 | Oracle Cloud Infrastructure Identity and<br>Access Management - Oracle Apps<br>Premium | Х                               |               |             |
| B93495 | Oracle Cloud Infrastructure Identity and Access Management - Premium                   | Χ                               |               |             |

# **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Login Error Rate" means the percentage value corresponding to: (i) the total number of internal
  server errors returned by the applicable Cloud Service during a login attempt to a Protected
  Application, with an error status of "Internal Service Error" or "Service Unavailable" in a fiveminute period during a calendar month divided by, (ii) the total number of login attempts to a
  Protected Application in such five-minute period. This excludes circumstances resulting directly
  or indirectly from any Common Exclusion.
- "Protected Application" refers to an application that is protected by an Identity Domain (as
  defined in Section 4.2 (Disaster Recovery for Identity Domain)) in the Cloud Service using
  email/password, federation with SAML/OpenID Connect, or any other protection mechanism
  supported by such Cloud Service.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Login Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.8 Oracle Cloud Infrastructure Queue

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure Queue SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CICLI  | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95697 | Oracle Cloud Infrastructure Queue -<br>1,000,000 Requests | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be

eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 30%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the
  total number of internal server errors returned by the applicable Cloud Service with an error
  status of "500" or "503" in a five-minute period during a calendar month divided by, (ii) the total
  number of API requests to such Cloud Service in such five-minute period. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.9 Oracle Cloud Infrastructure - Al Services- Language

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Language SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| arri.  | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B93423 | Oracle Cloud Infrastructure - Al Services<br>Language- 1000 Transactions                              | X                               |               |             |
| B95918 | Oracle Cloud Infrastructure - Language -<br>Custom Inferencing - Dedicated -<br>Inferencing Unit Hour | X                               |               |             |
| B95919 | Oracle Cloud Infrastructure - Language -<br>Custom Training - Training Hour                           | Χ                               |               |             |
| B95920 | Oracle Cloud Infrastructure - Language -<br>Text Translation - 1000 Transactions                      | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be

eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the
  total number of internal server errors returned by the applicable Cloud Service with an error
  status of "5xx" in a five-minute period during a calendar month divided by, (ii) the total number
  of API requests to such Cloud Service in such five-minute period. This excludes circumstances
  resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.10 Oracle Cloud Infrastructure - Anomaly Detection

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Anomaly Detection SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII |    | CLOUD CEDWCE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|-------|----|---|---------------------------------|---------------|-------------|--|
| SKU   |    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B935  | 45 | Oracle Cloud Infrastructure - AI Services<br>- Anomaly Detection - 1000<br>Transactions | Х                               |               |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "5xx" in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.11 Oracle Cloud Infrastructure - API Gateway

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - API Gateway SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|        | SKU CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92072 | Oracle Cloud Infrastructure - API<br>Gateway - 1,000,000 API Calls -<br>1,000,000 API Calls per Month | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Call" is a single invocation of a path in the Cloud Service that is mapped to an API deployment.
- "API Error Rate" applies separately to each tenancy of the applicable Cloud Service and means, on a per Region basis, the percentage value corresponding to: (i) the total number of failed API Calls made to such Cloud Service with a status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of API Calls made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

• "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.12 Oracle Cloud Infrastructure - API Platform Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle API Platform Cloud Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| GIAT   |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B89652 | Oracle API Platform Cloud Service -<br>Gateway Per Hour |                                 | Χ             |             |

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.13 Oracle Cloud Infrastructure - Application Performance Monitoring Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure – Application Performance Monitoring Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| Sixo   | CEOOD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92941 | Oracle Cloud Infrastructure –<br>Application Performance Monitoring<br>Service - Tracing Data - 100,000<br>Events Per Hour                                  | X                               |               |             |
| B92942 | Oracle Cloud Infrastructure –<br>Application Performance Monitoring<br>Service - Synthetic Usage - 10<br>Monitor Runs Per Hour                              | X                               |               |             |
| B95264 | Oracle Cloud Infrastructure –<br>Application Performance Monitoring<br>Service - Stack Monitoring -<br>Standard Edition- 10 Monitored<br>Resources Per Hour | X                               |               |             |
| B99259 | Oracle Cloud Infrastructure - Application Performance Monitoring Service - Stack Monitoring - Enterprise Edition - 10 Monitored Resources Per Hour          | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

 "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below). "Unavailable" means any time when a problem with the applicable Cloud Service prevents
external connectivity to any of Your instances of such Cloud Service. This excludes
circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.14 Oracle Cloud Infrastructure - Big Data - Compute Edition

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Big Data - Compute Edition SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88306 | Oracle Big Data Cloud Service - Compute<br>Edition - High Performance Storage<br>Capacity - Gigabyte Storage Capacity Per<br>Month | X                               | X             |             |
| B88307 | Oracle Big Data Cloud Enterprise -<br>Compute Capacity - OCPU Per Hour   | X                               | X             |             |
| B88308 | Oracle Big Data Cloud Service - Compute<br>Edition - Storage Capacity - Gigabyte<br>Storage Capacity Per Month                     | Х                               | X             |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime            | e Percentage             | Service Credit Percentage |
|---------------------------|--------------------------|---------------------------|
| Less than 99.9% but equal | to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal | to or greater than 95.0% | 25%                       |
| Less than                 | 95.0%                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents
  external connectivity to any of Your instances of such Cloud Service. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Cloud Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.15 Oracle Cloud Infrastructure - Blockchain Platform Cloud

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Blockchain Platform Cloud SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92302 | Oracle Cloud Infrastructure - Blockchain<br>Platform Cloud Service - Standard -<br>OCPU per hour                | Х                               | X             |             |
| B92303 | Oracle Cloud Infrastructure - Blockchain<br>Platform Cloud Service - Enterprise -<br>OCPU per hour              | X                               | X             |             |
| B92304 | Oracle Cloud Infrastructure - Blockchain<br>Platform Cloud Service - Storage - TB<br>Storage Capacity per month | Х                               | X             |             |

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92305 | Oracle Cloud Infrastructure - Blockchain<br>Platform Cloud Service - Enterprise -<br>BYOL - OCPU per hour | Х                               | X             |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) during any calendar month as follows (the "Services Commitment"): (i) for the Enterprise SKUs above, at least 99.95%, and (ii) for the Standard and Storage SKUs above, at least 99.5%. In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage for Enterprise SKUs       | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.5% | 10%                       |
| Less than 99.5% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

| Monthly Uptime Percentage for Standard and Storage SKUs | Service Credit Percentage |
|---|---------------------------|
| Less than 99.5% but equal to or greater than 99.0%      | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%      | 25%                       |
| Less than 95.0%   | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" excludes circumstances resulting directly or indirectly from any Common Exclusion, and means:
  - (i) any one-minute periods when You are unable to connect to the Blockchain Platform console or REST proxy of the applicable Cloud Service either via Web browser or via REST APIs after multiple (at least five) attempts; or
  - (ii) if Your application is connecting to a peer component and/or an Ordering Service Node (OSN) component of a Cloud Service with a Standard SKU, any one-minute periods when You are unable to connect to such peer or OSN after multiple (at least five) attempts; or
  - (iii) if Your application is both (a) connecting to a peer component and/or OSN component of a Cloud Service with an Enterprise SKU, and (b) configured to connect to at least two

such peers or OSNs running one each in different Availability Domains (or, for Regions with one Availability Domain, in different Fault Domains), then any one-minute periods when You are unable to connect to any of such peers or OSNs after multiple (at least five) attempts.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service listed above available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means on per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.16 Oracle Cloud Infrastructure - Block Volume

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Block Volume SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88322 | Oracle Cloud Infrastructure - Block<br>Volume - Gigabyte Storage Capacity per<br>Month         | Х                               | X             | Х           |
| B91961 | Oracle Cloud Infrastructure - Block<br>Volume Storage - Gigabyte Storage<br>Capacity Per Month | Х                               | X             | Х           |

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B91962 | Oracle Cloud Infrastructure - Block<br>Volume Performance - Performance<br>Units Per Gigabyte Per Month | Х                               | Х             | Х           |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when all of the attached volumes of the applicable Cloud Service
  perform zero read write IO with pending IO in the queue. This excludes circumstances resulting
  directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### **Performance Service Level Agreement**

With respect to a Cloud Service listed above for which the Performance Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to deliver the performance of Block Volumes utilized in each such Cloud Service at a Monthly Performance Rate (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Performance Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Performance Rate                           | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Performance Service Level Agreement for the applicable Cloud Services listed above:

- "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.
- "Block Volume Performance Decay Rate" means the percentage value corresponding to: (i) the total number of hours in a calendar month during which the IOPS of a single Block Volume of the applicable Cloud Service is less than 90% of the minimum Block Volume IOPS published by Oracle divided by, (ii) the total number of hours in such calendar month. This excludes circumstances resulting directly or indirectly from any Common Exclusion and any time while a backup or snapshot is performed.
- "Monthly Performance Rate" is calculated by subtracting from 100%, the Block Volume Performance Decay Rate for a calendar month of the applicable Cloud Service.

#### 3.6.17 Oracle Cloud Infrastructure - Cache with Redis

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Cache with Redis SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B98217 | Oracle Cloud Infrastructure - Cache with<br>Redis - Low Memory - Redis Memory<br>Gigabyte Per Hour  | Х                               |               |             |  |
| B99591 | Oracle Cloud Infrastructure - Cache with<br>Redis - High Memory - Redis Memory<br>Gigabyte Per Hour | Х                               |               |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                           | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents
  external connectivity to any of Your instances of such Cloud Service. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.

# 3.6.18 Oracle Cloud Infrastructure - Compute

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Compute SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|        | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |                         |                            |
|--------|--|---------------------------------|---------------|-------------------------|----------------------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE 1<br>(NVME) | PERFORMANCE 2<br>(NETWORK) |
| B88313 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal Dense I/O -<br>X5 - OCPU Per Hour        | X                               | X             | X                       | Х                          |
| B88314 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal High I/O -<br>X5 - OCPU Per Hour         | Χ                               | X             |                         | Х                          |
| B88315 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal Standard -<br>X5 - OCPU Per Hour         | Х                               | Х             |                         | Х                          |
| B88316 | Oracle Cloud Infrastructure -<br>Compute - Virtual Machine Dense<br>I/O - X5 - OCPU Per Hour   | X                               | X             | X                       |                            |
| B88317 | Oracle Cloud Infrastructure -<br>Compute - Virtual Machine<br>Standard - X5 - OCPU Per Hour    | X                               | X             |                         |                            |
| B88513 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal Standard -<br>X7 - OCPU Per Hour         | X                               | X             |                         | X                          |
| B88514 | Oracle Cloud Infrastructure -<br>Compute - Virtual Machine<br>Standard - X7 - OCPU Per Hour    | X                               | X             |                         |                            |
| B88515 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal Dense I/O -<br>X7 - OCPU Per Hour        | X                               | X             | X                       | Х                          |
| B88516 | Oracle Cloud Infrastructure -<br>Compute - Virtual Machine Dense<br>I/O - X7 - OCPU Per Hour   | X                               | Х             | Х                       |                            |
| B88517 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal GPU<br>Standard - X7 - GPU Per Hour      | X                               | X             |                         | Х                          |
| B88518 | Oracle Cloud Infrastructure -<br>Compute - Virtual Machine GPU<br>Standard - X7 - GPU Per Hour | X                               | X             |                         |                            |
| B89734 | Oracle Cloud Infrastructure -<br>Compute - GPU Standard - V2 -<br>GPU Per Hour                 | X                               | X             | X                       | X                          |

|        |   | TYPE OF SERVICE LEVEL AGREEME |               |                         | ENT                        |  |
|--------|---|-------------------------------|---------------|-------------------------|----------------------------|--|
| SKU    | CLOUD SERVICE   | AVAILABILITY                  | MANAGEABILITY | PERFORMANCE 1<br>(NVME) | PERFORMANCE 2<br>(NETWORK) |  |
| B90398 | Oracle Cloud Infrastructure -<br>Compute - HPC - X7 - OCPU Per<br>Hour                      | X                             | Х             | X                       | Х                          |  |
| B90425 | Oracle Cloud Infrastructure -<br>Compute - Standard - E2 - OCPU<br>Per Hour                 | X                             | X             |                         | Х                          |  |
| B91119 | Oracle Cloud Infrastructure -<br>Compute - Bare Metal Standard -<br>B1 - OCPU Per Hour      | Χ                             | Х             |                         | Х                          |  |
| B91120 | Oracle Cloud Infrastructure -<br>Compute - Virtual Machine<br>Standard - B1 - OCPU Per Hour | X                             | X             |                         |                            |  |
| B92306 | Oracle Cloud Infrastructure -<br>Compute - Standard - E3 - OCPU<br>Per Hour                 | X                             | X             |                         | Х                          |  |
| B92307 | Oracle Cloud Infrastructure -<br>Compute - Standard - E3 -<br>Memory- Gigabyte Per Hour     | X                             | X             |                         | X                          |  |
| B92740 | Oracle Cloud Infrastructure -<br>Compute - GPU - E3 - GPU Per<br>Hour                       | X                             | X             | X                       | Х                          |  |
| B93113 | Oracle Cloud Infrastructure -<br>Compute - Standard - E4 - OCPU<br>Per Hour                 | X                             | X             |                         | Х                          |  |
| B93114 | Oracle Cloud Infrastructure -<br>Compute - Standard - E4 -<br>Memory - Gigabyte Per Hour    | X                             | X             |                         | Х                          |  |
| B93311 | Oracle Cloud Infrastructure -<br>Compute - Optimized - X9 - OCPU<br>Per Hour                | X                             | X             | X                       | Х                          |  |
| B93312 | Oracle Cloud Infrastructure -<br>Compute - Optimized - X9 -<br>Memory - Gigabyte Per Hour   | X                             | X             | X                       | Χ                          |  |
| B93297 | Oracle Cloud Infrastructure -<br>Compute - Standard - A1 - OCPU<br>Per Hour                 | X                             | X             |                         | Х                          |  |

|        |   | TYPE OF SERVICE LEVEL AGREEMENT |               |                         | NT                         |
|--------|---|---------------------------------|---------------|-------------------------|----------------------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE 1<br>(NVME) | PERFORMANCE 2<br>(NETWORK) |
| B93298 | Oracle Cloud Infrastructure -<br>Compute - Standard - A1 -<br>Memory - Gigabyte Per Hour  | X                               | X             |                         | Х                          |
| B94176 | Oracle Cloud Infrastructure -<br>Compute - Standard - X9 - OCPU<br>Per Hour               | Χ                               | Χ             |                         | Х                          |
| B94177 | Oracle Cloud Infrastructure -<br>Compute - Standard - X9 -<br>Memory - Gigabyte Per Hour  | Χ                               | Х             |                         | Х                          |
| B93704 | Oracle Cloud Infrastructure -<br>Compute - GPU - T1 - GPU Per<br>Hour                     | X                               | X             | X                       | X                          |
| B93544 | Oracle Cloud Infrastructure -<br>Compute - GPU - E4 - GPU Per<br>Hour                     | X                               | X             | X                       | Х                          |
| B93121 | Oracle Cloud Infrastructure -<br>Compute - Dense I/O - E4 - OCPU<br>Per Hour              | X                               | X             | X                       | X                          |
| B93122 | Oracle Cloud Infrastructure -<br>Compute - Dense I/O - E4 -<br>Gigabyte Memory Per Hour   | X                               | X             | X                       | Х                          |
| B93123 | Oracle Cloud Infrastructure -<br>Compute - Dense I/O - E4 - NVMe<br>Terabyte Per Hour     | X                               | X             | X                       | Х                          |
| B95907 | Oracle Cloud Infrastructure -<br>Compute - GPU - A100 - v2 - GPU<br>Per Hour              | X                               | X             | X                       | Х                          |
| B95909 | Oracle Cloud Infrastructure -<br>Compute - GPU - A10 - GPU Per<br>Hour                    | X                               | X             | X                       | X                          |
| B97384 | Oracle Cloud Infrastructure -<br>Compute - Standard - E5 - OCPU -<br>OCPU Per Hour        | X                               | X             |                         | Χ                          |
| B97385 | Oracle Cloud Infrastructure -<br>Compute - Standard - E5 -<br>Memory - Gigabytes Per Hour | X                               | X             |                         | Х                          |

|        |  | T            | TYPE OF SERVICE LEVEL AGREEMENT |                         |                            |  |
|--------|--|--------------|---------------------------------|-------------------------|----------------------------|--|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY                   | PERFORMANCE 1<br>(NVME) | PERFORMANCE 2<br>(NETWORK) |  |
| B98415 | Oracle Cloud Infrastructure -<br>Compute - GPU - H100 - GPU Per<br>Hour                    | X            | X                               | X                       | Х                          |  |
| B98202 | Oracle Cloud Infrastructure -<br>Compute - Dense I/O - E5 OCPU -<br>OCPU Per Hour          | X            | X                               | X                       | X                          |  |
| B98203 | Oracle Cloud Infrastructure -<br>Compute - Dense I/O - E5<br>Memory - Gigabyte Per Hour    | X            | X                               | X                       | Χ                          |  |
| B98204 | Oracle Cloud Infrastructure -<br>Compute - Dense I/O - E5 NVMe -<br>NVMe Terabyte Per Hour | X            | Х                               | X                       | Х                          |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage for Regions with more than one<br>Availability Domains | Service Credit Percentage      |
|--|--------------------------------|
| Less than 99.99% but equal to or greater than 99.0%                              | 10%                            |
| Less than 99.0% but equal to or greater than 95.0%                               | 25%                            |
| Less than 95.0%  | 100%                           |
| Monthly Uptime Percentage for Regions with one Availability  Domain              | Service Credit Percentage      |
| Less than 99.95% but equal to or greater than 99.0%                              | 10%                            |
| Less than 99.0% but equal to or greater than 95.0%                               | 25%                            |
| Less than 95.0%  | 100%                           |
| Monthly Uptime Percentage for Single Instance Less than 99.9%                    | Service Credit Percentage 100% |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable.
- "Unavailable" excludes circumstances resulting directly or indirectly from any Common Exclusion, and means any time when a problem with the applicable Cloud Service prevents external connectivity with:
  - (i) for Regions with more than one Availability Domains, all instances of such Cloud Service that are deployed in more than one Availability Domain; or
  - (ii) for Regions with one Availability Domain, all instances of such Cloud Service that are deployed in more than one Fault Domain; or
  - (iii) for a single instance of such Cloud Service, each such instance.

# **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### **Performance 1 Service Level Agreement**

With respect to a Cloud Service listed above for which the Performance 1 Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to deliver the performance of the NVMe drives utilized in each such Cloud Service at a Monthly Performance Rate (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Performance 1 Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

# Monthly Performance Rate Less than 99.9% but equal to or greater than 99.0% Less than 99.0% but equal to or greater than 95.0% Less than 95.0% Service Credit Percentage 10% 10%

The following terms apply to the Performance 1 Service Level Agreement for the applicable Cloud Services listed above:

- "NVMe Performance Decay Rate" means the percentage value corresponding to: (i) the total number of hours in a calendar month during which the NVMe IOPS in the applicable Cloud Service is less than 90 percent of the minimum IOPS published by Oracle, divided by (ii) the total number of hours in such calendar month. This excludes circumstances resulting directly or indirectly from any Common Exclusion and any time while a backup or snapshot is being performed.
- "Monthly Performance Rate" is calculated by subtracting from 100%, the NVMe Performance Decay Rate for a calendar month of the applicable Cloud Service.

# **Performance 2 Service Level Agreement**

With respect to a Cloud Service listed above for which the Performance 2 Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to deliver a Network Performance (as defined below) for each such Cloud Service at a Monthly Performance Rate (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Performance 2 Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Performance Rate                           | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apples to the Performance 2 Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Performance Rate" is calculated by subtracting from 100%, the Network Performance Rate (as defined below) in the calendar month for the applicable Cloud Service.
- "Network Performance" is defined as the average rate of data transfer using 9KB packets over a 5-minute interval as measured between two bare-metal instances of the applicable Cloud Service using VCN private IP addresses within an Availability Domain. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Network Performance Rate" means the percentage value corresponding to: (i) the total number
  of 5-minute intervals during a calendar month in which the Network Performance for the
  applicable Cloud Service is less than 90% of the Oracle-published network throughput per
  Oracle-provided compute instance shape, divided by (ii) the total number of 5-minute intervals
  in such calendar month.

## 3.6.19 Oracle Container Engine for Kubernetes

The following table indicates which types of Service Level Agreements are applicable to an Oracle Container Engine for Kubernetes SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|   | GI/II | a. a.u. a.z.u.a.  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|---|-------|---|---------------------------------|---------------|-------------|
|   | SKU   | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| В | 96545 | Oracle Container Engine for Kubernetes-<br>Enhanced Cluster- Cluster Per Hour | X                               |               |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage for Regions with more than one<br>Availability Domains | Service Credit Percentage     |
|--|-------------------------------|
| Less than 99.95% but equal to or greater than 99.0%                              | 10%                           |
| Less than 99.0% but equal to or greater than 95.0%                               | 25%                           |
| Less than 95.0%  | 100%                          |
|  |                               |
| Monthly Uptime Percentage for Regions with one Availability Domain               | Service Credit Percentage     |
|  | Service Credit Percentage 10% |
| Domain   |                               |

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of fiveminute periods during the calendar month in which the applicable Cloud Service was Unavailable.
- "Unavailable" means a five-minute period during which a problem with the applicable Cloud Service results in the cluster's Kubernetes API calls to return a status of "Internal Service Error" or "Service Unavailable". This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## 3.6.20 Oracle Container Engine for Kubernetes- Virtual Node

The following table indicates which types of Service Level Agreements are applicable to an Oracle Container Engine for Kubernetes- Virtual Node SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CLOUD SERVICE |  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|---------------|--|---------------------------------|---------------|-------------|
| SKU           | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B96109        | Oracle Container Engine for Kubernetes - Virtual Node Per Hour | Χ                               |               |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage for Regions with more than one<br>Availability Domains | Service Credit Percentage |
|--|---------------------------|
| Less than 99.95% but equal to or greater than 99.0%                              | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%                               | 25%                       |
| Less than 95.0%  | 100%                      |
|  |                           |
| Monthly Uptime Percentage for Regions with one Availability  Domain              | Service Credit Percentage |
|  | Service Credit Percentage |
| Domain   | 9                         |

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable.
- "Unavailable" excludes circumstances resulting directly or indirectly from any Common Exclusion, and means any five-minute period during which:
  - (i) for Regions with more than one Availability Domain, all the deployed Virtual Nodes of the Cloud Service in all such Availability Domains are not in an "Active" state; or
  - (ii) for Regions with one Availability Domain, all the deployed Virtual Nodes of the Cloud Service in all Fault Domains are not in an "Active" state.

Notwithstanding anything to the contrary, the Availability Service Level Agreement under this subsection will not apply to any Cloud Service which is configured with less than three virtual nodes (as described in the Service Descriptions for such Cloud Service).

# 3.6.21 Oracle Cloud Infrastructure - Database - Dense I/O

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Database - Dense I/O SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| Agreemer |   |              | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|----------|---|--------------|---------------------------------|-------------|--|
| SKU      | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY                   | PERFORMANCE |  |
| B88332   | Oracle Cloud Infrastructure - Database<br>Enterprise Edition - Dense I/O - Hosted<br>Environment Per Hour                             | Х            | X                               |             |  |
| B88333   | Oracle Cloud Infrastructure - Database<br>Enterprise Edition Extreme Performance<br>- Dense I/O - Hosted Environment Per<br>Hour      | X            | X                               |             |  |
| B88334   | Oracle Cloud Infrastructure - Database<br>Enterprise Edition High Performance -<br>Dense I/O - Hosted Environment Per<br>Hour         | X            | X                               |             |  |
| B88335   | Oracle Cloud Infrastructure - Database<br>Standard Edition - Dense I/O - Hosted<br>Environment Per Hour                               | X            | X                               |             |  |
| B89621   | Oracle Cloud Infrastructure - Database<br>Standard Edition - Dense I/O - X7 -<br>Hosted Environment Per Hour                          | Х            | X                               |             |  |
| B89622   | Oracle Cloud Infrastructure - Database<br>Enterprise Edition - Dense I/O - X7 -<br>Hosted Environment Per Hour                        | Х            | X                               |             |  |
| B89623   | Oracle Cloud Infrastructure - Database<br>Enterprise Edition High Performance -<br>Dense I/O - X7 - Hosted Environment<br>Per Hour    | X            | X                               |             |  |
| B89624   | Oracle Cloud Infrastructure - Database<br>Enterprise Edition Extreme Performance<br>- Dense I/O - X7 - Hosted Environment<br>Per Hour | X            | X                               |             |  |
| B89625   | Oracle Cloud Infrastructure - Database<br>All Editions - Dense I/O - X7 - BYOL -<br>Hosted Environment Per Hour                       | Х            | X                               |             |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Availability Domain basis, any time when: (i) the bare metal server of the applicable Cloud Service is not able to receive a network connection from an application or a user, and (ii) no I/O operation can be issued to the flash storage of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

"Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value
corresponding to: (i) the total number of internal server errors returned by the applicable Cloud
Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute
period during a calendar month divided by, (ii) the total number of Control Plane API requests

- made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.22 Oracle Cloud Infrastructure - Database Exadata

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Database Exadata SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| 7 Greenen |  | ТҮРЕ         | OF SERVICE LEVEL | AGREEMENT   |
|-----------|--|--------------|------------------|-------------|
| SKU       | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B87866    | Oracle Cloud Infrastructure -<br>Database Exadata Quarter Rack - X6<br>- Metered - Hosted Environment Per<br>Month | X            | X                |             |
| B87867    | Oracle Cloud Infrastructure -<br>Database Exadata Half Rack - X6 -<br>Metered - Hosted Environment Per<br>Month    | X            | X                |             |
| B87868    | Oracle Cloud Infrastructure -<br>Database Exadata Full Rack - X6 -<br>Metered - Hosted Environment Per<br>Month    | X            | X                |             |
| B87869    | Oracle Cloud Infrastructure -<br>Database Exadata Additional OCPU's<br>- X6 - Metered - OCPU Per Month             | X            | X                |             |
| B87870    | Oracle Cloud Infrastructure -<br>Database Exadata Additional OCPU's<br>- X6 - Metered - OCPU Per Hour              | X            | X                |             |
| B87871    | Oracle Cloud Infrastructure -<br>Database Exadata Quarter Rack - X6<br>- Non-metered                               | X            | X                |             |
| B87872    | Oracle Cloud Infrastructure -<br>Database Exadata Half Rack - X6 -<br>Non-metered                                  | X            | X                |             |
| B87873    | Oracle Cloud Infrastructure -<br>Database Exadata Full Rack - X6 -<br>Non-metered                                  | Х            | X                |             |

| CVI    |  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B87874 | Oracle Cloud Infrastructure -<br>Database Exadata Additional OCPUs<br>- X6 - Non-metered                                 | X                               | X             |             |
| B88592 | Oracle Cloud Infrastructure -<br>Database Exadata OCPU - OCPU Per<br>Hour  | X                               | X             |             |
| B88593 | Oracle Cloud Infrastructure -<br>Database Exadata Quarter Rack - X6<br>- Hosted Environment Per Hour                     | Χ                               | X             |             |
| B88594 | Oracle Cloud Infrastructure -<br>Database Exadata Half Rack - X6 -<br>Hosted Environment Per Hour                        | X                               | X             |             |
| B88595 | Oracle Cloud Infrastructure -<br>Database Exadata Full Rack - X6 -<br>Hosted Environment Per Hour                        | X                               | X             |             |
| B88847 | Oracle Cloud Infrastructure -<br>Database Exadata OCPU - BYOL -<br>OCPU Per Hour   | X                               | X             |             |
| B88854 | Oracle Cloud Infrastructure -<br>Database Exadata Full Rack - X6 -<br>BYOL - Hosted Environment Per<br>Hour              | X                               | X             |             |
| B88855 | Oracle Cloud Infrastructure -<br>Database Exadata Half Rack - X6 -<br>BYOL - Hosted Environment Per<br>Hour              | X                               | X             |             |
| B88856 | Oracle Cloud Infrastructure -<br>Database Exadata Quarter Rack - X6<br>- BYOL - Hosted Environment Per<br>Hour           | X                               | X             |             |
| B89999 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Quarter Rack - X7 - Hosted<br>Environment Per Hour | X                               | X             |             |
| B90000 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Half Rack - X7 - Hosted Environment<br>Per Hour    | X                               | X             |             |

| CKII   | CLOUD CEDVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90001 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Full Rack - X7 - Hosted Environment<br>Per Hour        | X                               | X             |             |
| B90777 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Base System - Hosted Environment<br>Per Hour           | X                               | X             |             |
| B91535 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Quarter Rack - X8 - Hosted<br>Environment Per Hour     | X                               | X             |             |
| B91536 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Half Rack - X8 - Hosted<br>Environment Per Hour        | X                               | X             |             |
| B91537 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Full Rack - X8 - Hosted Environment<br>Per Hour        | X                               | X             |             |
| B92380 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Quarter Rack - X8M - Hosted<br>Environment Per Hour    | X                               | X             |             |
| B92381 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Database Server - X8M - Hosted<br>Environment Per Hour | X                               | X             |             |
| B92382 | Oracle Cloud Infrastructure -<br>Database Exadata Infrastructure -<br>Storage Server - X8M - Hosted<br>Environment Per Hour  | X                               | X             |             |
| B93380 | Exadata Cloud Infrastructure -<br>Quarter Rack - X9M - Hosted<br>Environment Per Hour  | X                               | X             |             |
| B93381 | Exadata Cloud Infrastructure -<br>Database Server - X9M - Hosted<br>Environment Per Hour                                     | X                               | X             |             |

| CKII   | CLOUD CEDVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B93382 | Exadata Cloud Infrastructure -<br>Storage Server - X9M - Hosted<br>Environment Per Hour | X                               | X             |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when (i) none of the database compute servers of the applicable
  Cloud Service are able to receive a network connection from internal operations health
  monitoring systems, or (ii) no I/O operations can be issued to the Exadata Storage subsystem
  of such Cloud Service. This excludes circumstances resulting directly or indirectly from any
  Common Exclusion.

### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any monthly billing cycle (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

## **Monthly Uptime Percentage**

### **Service Credit Percentage**

Less than 99.95% but equal to or greater than 99.0%

Less than 99.0% but equal to or greater than 95.0%

Less than 95.0%

10%

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above, the following shall apply:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.23 Oracle Cloud Infrastructure - Database Management

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Database Management SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  | SIGN STOWER   |              | SERVICE LEVEL AG | REEMENT     |
|--------|---|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B93082 | Oracle Cloud Infrastructure - Database<br>Management - External DB BYOL - Host<br>CPU Core Per Hour   | Х            |                  |             |
| B93083 | Oracle Cloud Infrastructure - Database<br>Management - External DB - Host CPU<br>Core Per Hour        | Х            |                  |             |
| B93426 | Oracle Cloud Infrastructure - Database<br>Management - Cloud Databases - OCPU<br>Per Hour             | Х            |                  |             |
| B96200 | Oracle Cloud Infrastructure - Database<br>Management - Autonomous Databases -<br>ECPU - ECPU Per Hour | Х            |                  |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be

eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, the percentage value corresponding to: (i) the total number of internal
  server errors returned by the applicable Cloud Service with an error status of "5xx" in a fiveminute period during a calendar month divided by, (ii) the total number of API requests to such
  Cloud Service in such five-minute period. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.24 Oracle Cloud Infrastructure - Database Migration

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure – Database Migration SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B93199 | Oracle Cloud Infrastructure - Database<br>Migration- Migration Per Hour | Χ                               |               |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                           | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means a minute period when (i) no Database Migration Connection is or can be established and (ii) all continuous attempts (at least five) to establish a Database Migration Connection fail. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Database Migration Connection" is a direct connection established from any tool or application to the applicable Cloud Service using Oracle network services.

# 3.6.25 Oracle Cloud Infrastructure - Data Integration

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Data Integration SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  | CLOUD SERVICE   | TYPE OF      | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|--------|---|--------------|---------------------------------|-------------|--|
| SKU    |   | AVAILABILITY | MANAGEABILITY                   | PERFORMANCE |  |
| B92598 | Cloud Infrastructure - Data Integration -<br>Workspace - Workspace Usage Per Hour                   |              | Х                               |             |  |
| B92599 | Cloud Infrastructure - Data Integration -<br>Gigabyte of Data Processed Per Hour                    | X            | X                               |             |  |
| B93306 | Oracle Cloud Infrastructure - Data<br>Integration - Pipeline Operator Execution<br>- Execution Hour | Х            | X                               |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents data integration tasks from execution. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.26 Oracle Cloud Infrastructure - Data Integrator Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Data Integrator Cloud Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88299 | Oracle Data Integrator Cloud Service -<br>OCPU Per Hour        | X                               | Х             |             |
| B88406 | Oracle Data Integrator Cloud Service -<br>BYOL - OCPU Per Hour | X                               | X             |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents data integration tasks from execution. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

"Control Plane UI" means the interface available to You in supported internet browsers that
allows You to perform provisioning, termination, and other lifecycle operations in accordance
with the Service Specifications for the applicable Cloud Service.

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when You are unable to access the Control Plane UI to perform
  operations with the applicable Cloud Service. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

## 3.6.27 Oracle Cloud Infrastructure - Data Labeling

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure – Data Labeling SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    |  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B94282 | Oracle Cloud Infrastructure - Data<br>Labeling - Annotated Data Record | X                               |               |             |

### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, any time when all the valid invocations of an endpoint of the applicable Cloud Service do not successfully respond to console UI displays or API calls. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.28 Oracle Cloud Infrastructure - Data Safe

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Data Safe SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKH    | CLOUD CEDIUCE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B91631 | Oracle Cloud Infrastructure - Data Safe<br>for Database Cloud Service - Audit<br>Record Collection Over 1 Million Records<br>- 10,000 Audit Records Per Target Per<br>Month | X                               | X             |             |
| B91632 | Oracle Cloud Infrastructure - Data Safe<br>for Database Cloud Service - Each  | X                               | X             |             |
| B92733 | Oracle Cloud Infrastructure - Data Safe<br>for On-Premises Databases - Target<br>Database Per Month   | Х                               | X             |             |
| B92734 | Oracle Cloud Infrastructure - Data Safe<br>for On-Premises Databases - 10,000<br>Audit Records Per Target Per Month   | Х                               | X             |             |

# **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when a problem with the applicable Cloud Service prevents external connectivity to any of Your instances of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.29 Oracle Cloud Infrastructure - Digital Media Services

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Digital Media Services SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95279 | Media Services - Media Flow - Standard -<br>H264 - SD - Below 30fps - Minute of<br>Output Media Content                     | Х                               | X             |             |
| B95280 | Media Services - Media Flow - Standard -<br>H264 - SD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | X                               | X             |             |
| B95281 | Media Services - Media Flow - Standard -<br>H264 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |

| 21/11  | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95282 | Media Services - Media Flow - Standard -<br>H264 - HD - Below 30fps - Minute of<br>Output Media Content                     | X                               | X             |             |
| B95283 | Media Services - Media Flow - Standard -<br>H264 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Х                               | X             |             |
| B95284 | Media Services - Media Flow - Standard -<br>H264 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95285 | Media Services - Media Flow - Standard -<br>H264 - 4k - Below 30fps - Minute of<br>Output Media Content                     | Х                               | X             |             |
| B95286 | Media Services - Media Flow - Standard -<br>H264 - 4k - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Х                               | X             |             |
| B95287 | Media Services - Media Flow - Standard -<br>H264 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | Х                               | X             |             |
| B95288 | Media Services - Media Flow - Standard -<br>VP8 - SD - Below 30fps - Minute of<br>Output Media Content                      | X                               | X             |             |
| B95289 | Media Services - Media Flow - Standard -<br>VP8 - SD - Above 30fps and Below 60fps<br>- Minute of Output Media Content      | Х                               | X             |             |
| B95290 | Media Services - Media Flow - Standard -<br>VP8 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content  | X                               | X             |             |
| B95291 | Media Services - Media Flow - Standard -<br>VP8 - HD - Below 30fps - Minute of<br>Output Media Content                      | X                               | X             |             |
| B95292 | Media Services - Media Flow - Standard -<br>VP8 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content      | X                               | X             |             |

| O.C.   |  | TYPE OF SERVICE LEVEL AGREE |               |             |
|--------|--|-----------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY                | MANAGEABILITY | PERFORMANCE |
| B95293 | Media Services - Media Flow - Standard -<br>VP8 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content     | X                           | X             |             |
| B95294 | Media Services - Media Flow - Standard -<br>VP8 - 4k - Below 30fps - Minute of<br>Output Media Content                         | X                           | X             |             |
| B95295 | Media Services - Media Flow - Standard -<br>VP8 - 4k - Above 30fps and Below 60fps<br>- Minute of Output Media Content         | X                           | X             |             |
| B95296 | Media Services - Media Flow - Standard -<br>VP8 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content     | X                           | X             |             |
| B95297 | Media Services - Media Flow - Standard -<br>H265VP9 - SD - Below 30fps - Minute of<br>Output Media Content                     | Х                           | X             |             |
| B95298 | Media Services - Media Flow - Standard -<br>H265VP9 - SD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | X                           | X             |             |
| B95299 | Media Services - Media Flow - Standard -<br>H265VP9 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                           | X             |             |
| B95300 | Media Services - Media Flow - Standard -<br>H265VP9 - HD - Below 30fps - Minute of<br>Output Media Content                     | X                           | X             |             |
| B95301 | Media Services - Media Flow - Standard -<br>H265VP9 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Х                           | X             |             |
| B95302 | Media Services - Media Flow - Standard -<br>H265VP9 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                           | X             |             |
| B95303 | Media Services - Media Flow - Standard -<br>H265VP9 - 4k - Below 30fps - Minute of<br>Output Media Content                     | Х                           | X             |             |

| CIVII  | CLOUD CEDVICE  | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|--|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B95304 | Media Services - Media Flow - Standard - H265VP9 - 4k - Above 30fps and Below 60fps - Minute of Output Media Content           | X            | X                |             |
| B95305 | Media Services - Media Flow - Standard -<br>H265VP9 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X            | X                |             |
| B95306 | Media Services - Media Flow - Speed -<br>H264 - SD - Below 30fps - Minute of<br>Output Media Content                           | X            | X                |             |
| B95307 | Media Services - Media Flow - Speed -<br>H264 - SD - Above 30fps and Below<br>60fps - Minute of Output Media Content           | X            | X                |             |
| B95308 | Media Services - Media Flow - Speed -<br>H264 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content       | X            | X                |             |
| B95309 | Media Services - Media Flow - Speed -<br>H264 - HD - Below 30fps - Minute of<br>Output Media Content                           | X            | X                |             |
| B95310 | Media Services - Media Flow - Speed -<br>H264 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content           | Х            | X                |             |
| B95311 | Media Services - Media Flow - Speed -<br>H264 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content       | X            | X                |             |
| B95312 | Media Services - Media Flow - Speed -<br>H264 - 4k - Below 30fps - Minute of<br>Output Media Content                           | X            | X                |             |
| B95313 | Media Services - Media Flow - Speed -<br>H264 - 4k - Above 30fps and Below<br>60fps - Minute of Output Media Content           | X            | X                |             |
| B95314 | Media Services - Media Flow - Speed -<br>H264 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content       | X            | X                |             |

|        |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95315 | Media Services - Media Flow - Speed -<br>VP8 - SD - Below 30fps - Minute of<br>Output Media Content                     | X                               | X             |             |
| B95316 | Media Services - Media Flow - Speed -<br>VP8 - SD - Above 30fps and Below 60fps<br>- Minute of Output Media Content     | Х                               | X             |             |
| B95317 | Media Services - Media Flow - Speed -<br>VP8 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95318 | Media Services - Media Flow - Speed -<br>VP8 - HD - Below 30fps - Minute of<br>Output Media Content                     | X                               | X             |             |
| B95319 | Media Services - Media Flow - Speed -<br>VP8 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Х                               | X             |             |
| B95320 | Media Services - Media Flow - Speed -<br>VP8 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95321 | Media Services - Media Flow - Speed -<br>VP8 - 4k - Below 30fps - Minute of<br>Output Media Content                     | X                               | X             |             |
| B95322 | Media Services - Media Flow - Speed -<br>VP8 - 4k - Above 30fps and Below 60fps<br>- Minute of Output Media Content     | X                               | X             |             |
| B95323 | Media Services - Media Flow - Speed -<br>VP8 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95324 | Media Services - Media Flow - Speed –<br>H265VP9 - SD - Below 30fps - Minute of<br>Output Media Content                 | X                               | X             |             |
| B95325 | Media Services - Media Flow - Speed -<br>H265VP9 - SD - Above 30fps and Below<br>60fps - Minute of Output Media Content | X                               | X             |             |

| 21/11  |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95326 | Media Services - Media Flow - Speed -<br>H265VP9 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95327 | Media Services - Media Flow - Speed -<br>H265VP9 - HD - Below 30fps - Minute of<br>Output Media Content                     | Х                               | X             |             |
| B95328 | Media Services - Media Flow - Speed -<br>H265VP9 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Х                               | X             |             |
| B95329 | Media Services - Media Flow - Speed -<br>H265VP9 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95330 | Media Services - Media Flow - Speed -<br>H265VP9 - 4k - Below 30fps - Minute of<br>Output Media Content                     | X                               | X             |             |
| B95331 | Media Services - Media Flow - Speed -<br>H265VP9 - 4k - Above 30fps and Below<br>60fps - Minute of Output Media Content     | X                               | X             |             |
| B95332 | Media Services - Media Flow - Speed -<br>H265VP9 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95333 | Media Services - Media Flow - Quality -<br>H264 - SD - Below 30fps - Minute of<br>Output Media Content                      | X                               | X             |             |
| B95334 | Media Services - Media Flow - Quality -<br>H264 - SD - Above 30fps and Below<br>60fps - Minute of Output Media Content      | X                               | X             |             |
| B95335 | Media Services - Media Flow - Quality -<br>H264 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content  | X                               | X             |             |
| B95336 | Media Services - Media Flow - Quality -<br>H264 - HD - Below 30fps - Minute of<br>Output Media Content                      | Х                               | X             |             |

| CIVII  | CLOUD CEDVICE  | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|--|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B95337 | Media Services - Media Flow - Quality -<br>H264 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Х            | X                |             |
| B95338 | Media Services - Media Flow - Quality -<br>H264 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X            | X                |             |
| B95339 | Media Services - Media Flow - Quality -<br>H264 - 4k - Below 30fps - Minute of<br>Output Media Content                     | X            | X                |             |
| B95340 | Media Services - Media Flow - Quality -<br>H264 - 4k - Above 30fps and Below<br>60fps - Minute of Output Media Content     | X            | X                |             |
| B95341 | Media Services - Media Flow - Quality -<br>H264 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X            | X                |             |
| B95342 | Media Services - Media Flow - Quality -<br>VP8 - SD - Below 30fps - Minute of<br>Output Media Content                      | X            | X                |             |
| B95343 | Media Services - Media Flow - Quality -<br>VP8 - SD - Above 30fps and Below 60fps<br>- Minute of Output Media Content      | X            | X                |             |
| B95344 | Media Services - Media Flow - Quality -<br>VP8 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content  | X            | X                |             |
| B95345 | Media Services - Media Flow - Quality -<br>VP8 - HD - Below 30fps - Minute of<br>Output Media Content                      | Х            | X                |             |
| B95346 | Media Services - Media Flow - Quality -<br>VP8 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content      | X            | X                |             |
| B95347 | Media Services - Media Flow - Quality -<br>VP8 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content  | X            | X                |             |

|        |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95348 | Media Services - Media Flow - Quality -<br>VP8 - 4k - Below 30fps - Minute of<br>Output Media Content                         | X                               | Х             |             |
| B95349 | Media Services - Media Flow - Quality -<br>VP8 - 4k - Above 30fps and Below 60fps<br>- Minute of Output Media Content         | Х                               | Х             |             |
| B95350 | Media Services - Media Flow - Quality -<br>VP8 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content     | X                               | X             |             |
| B95351 | Media Services - Media Flow - Quality –<br>H265VP9 - SD - Below 30fps - Minute of<br>Output Media Content                     | X                               | Х             |             |
| B95352 | Media Services - Media Flow - Quality -<br>H265VP9 - SD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | X                               | X             |             |
| B95353 | Media Services - Media Flow - Quality -<br>H265VP9 - SD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | Χ                               | Х             |             |
| B95354 | Media Services - Media Flow - Quality -<br>H265VP9 - HD - Below 30fps - Minute of<br>Output Media Content                     | Х                               | X             |             |
| B95355 | Media Services - Media Flow - Quality -<br>H265VP9 - HD - Above 30fps and Below<br>60fps - Minute of Output Media Content     | X                               | Х             |             |
| B95356 | Media Services - Media Flow - Quality -<br>H265VP9 - HD - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | X                               | X             |             |
| B95357 | Media Services - Media Flow - Quality -<br>H265VP9 - 4k - Below 30fps - Minute of<br>Output Media Content                     | X                               | Х             |             |
| B95358 | Media Services - Media Flow - Quality -<br>H265VP9 - 4k - Above 30fps and Below<br>60fps - Minute of Output Media Content     | Χ                               | X             |             |

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95359 | Media Services - Media Flow - Quality -<br>H265VP9 - 4k - Above 60fps and Below<br>120fps - Minute of Output Media<br>Content | Χ                               | Х             |             |
| B95375 | Media Services - Media Streams - GB of<br>Packaged Content  | X                               | X             |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

# Monthly Uptime Percentage Less than 99.9% but equal to or greater than 99.0% Less than 99.0% but equal to or greater than 95.0% Less than 95.0% Service Credit Percentage 10% 25% 100%

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.30 Oracle Cloud Infrastructure - DNS

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - DNS SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88525 | Oracle Cloud Infrastructure - DNS - 1,000,000 Queries   | X                               |               |             |
| B90327 | Oracle Cloud Infrastructure - DNS Traffic<br>Management - 1,000,000 DNS Traffic<br>Management Queries | X                               |               |             |

### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                           | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.5% | 25%                       |
| Less than 99.5% but equal to or greater than 95.0%  | 50%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Oracle DNS Nameserver" is a group of Oracle controlled systems (servers, hardware, and associated software) that are responsible for responding to DNS queries in Oracle's provision of the applicable Cloud Service.
- "Unavailable" means any time when Oracle DNS Nameserver of the applicable Cloud Service fails to respond to DNS queries. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## 3.6.31 Oracle Cloud Infrastucture- Document Understanding

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Document Understanding SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVIL  | CLOUD CEDVICE  | TYPE OF      | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|--------|--|--------------|---------------------------------|-------------|--|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY                   | PERFORMANCE |  |
| B96110 | Oracle Cloud Infrastructure - Document<br>Understanding - OCR - 1,000<br>Transactions                        | Х            |                                 |             |  |
| B96111 | Oracle Cloud Infrastructure - Document<br>Understanding - Document Properties -<br>1,000 Transactions        | X            |                                 |             |  |
| B96112 | Oracle Cloud Infrastructure - Document<br>Understanding - Document Extraction -<br>1,000 Transactions        | Х            |                                 |             |  |
| B96113 | Oracle Cloud Infrastructure - Document<br>Understanding - Custom Training -<br>Training Hour                 | X            |                                 |             |  |
| B97193 | Oracle Cloud Infrastructure - Document<br>Understanding - Custom Document<br>Properties - 1,000 Transactions | Х            |                                 |             |  |
| B97194 | Oracle Cloud Infrastructure - Document<br>Understanding - Custom Document<br>Extraction - 1,000 Transactions | Х            |                                 |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet

its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "5xx" in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.32 Oracle Cloud Infrastructure - Email Delivery

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Email Delivery SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88523 | Oracle Cloud Infrastructure - Email<br>Delivery - 1,000 Emails Sent | Χ                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event the applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the Cloud Service was Unavailable (as defined below).
- "Oracle SMTP Endpoint" is the publicly available endpoint of the applicable Cloud Service where You send Your mail.
- "Unavailable" means, on a per Region basis, any time when the Oracle SMTP Endpoint of the applicable Cloud Service is not able to accept email from You for at least a continuous minute. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.33 Oracle Cloud Infrastructure - FastConnect

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - FastConnect SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU     | TYPE OF SERVICE LEVEL AGREEMENT   |              | REEMENT       |             |
|---------|---|--------------|---------------|-------------|
|         | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY | PERFORMANCE |
| B88325  | Oracle Cloud Infrastructure -<br>FastConnect 1 Gbps - Port Hour   | Χ            |               |             |
| B88326  | Oracle Cloud Infrastructure -<br>FastConnect 10 Gbps - Port Hour  | X            |               |             |
| B87894  | Oracle Network Cloud Service -<br>FastConnect - Port Speed 1Gbps - Non-<br>Metered - Hosted Environment | Х            |               |             |
| B87895  | Oracle Network Cloud Service -<br>FastConnect - Port Speed 10Gbps -<br>Non-Metered - Hosted Environment | Х            |               |             |
| B93126  | Oracle Cloud Infrastructure -<br>FastConnect 100Gbps - Port Hour  | Χ            |               |             |
| B107975 | Oracle Cloud Infrastructure -<br>FastConnect 400 Gbps - Port Hour                                       | X            |               |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

### **Monthly Uptime Percentage**

# **Service Credit Percentage**

| Less than 99.9% but equal to or greater than 99.0% | 10%  |
|--|------|
| Less than 99.0% but equal to or greater than 95.0% | 25%  |
| Less than 95.0%                                    | 100% |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the Unavailable Percentage (as defined below) during the calendar month for the applicable Virtual Connection (as defined below).
- "Virtual Connection" means a logical representation of connectivity offered through the applicable Cloud 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 Percentage" means the percentage value corresponding to: (i) the total number of
  minutes in a calendar month when all Your attempts to establish Internet Protocol (IP)
  connectivity in the point of ingress at Oracle's dynamic routing gateway (DRG) associated with
  such Virtual Connection fail, divided by (ii) the total number of minutes in such calendar month.
  This excludes circumstances resulting directly or indirectly from any Common Exclusion.

Notwithstanding anything to the contrary, the Availability Service Level Agreement under this subsection will only apply to a Cloud Service which is configured with redundant connections in the same Region (i.e., the Cloud Service must have connections to at least two different FastConnect physical devices in the same Region).

# 3.6.34 Oracle Cloud Infrastructure - File Storage

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - File Storage SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD CEDIUCE   | TYPE OF SERVICE LEVEL AGREEMENT |               | REEMENT     |
|--------|---|---------------------------------|---------------|-------------|
|        | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B89057 | Oracle Cloud Infrastructure - File Storage - Gigabyte Storage Capacity per Month                    | Χ                               | Χ             |             |
| B89336 | Oracle Cloud Infrastructure - File Storage<br>- Metered - Gigabyte Storage Capacity<br>per Month    | Х                               | X             |             |
| B89439 | Oracle Cloud Infrastructure - File Storage<br>- Government - Gigabyte Storage<br>Capacity Per Month | Х                               | X             |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "NFS request" means a request over Network File System protocol for remote access to the shared file systems across a computer network.
- "Unavailability" means, on a per-Availability Domain basis, any time when the file system in the applicable Cloud Service cannot process any NFS request when there are NFS requests queued. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

"Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

• "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.35 Oracle Cloud Infrastructure – Full Stack Disaster Recovery Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Full Stack Disaster Recovery Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95485 | Oracle Cloud Infrastructure Full Stack<br>Disaster Recovery Service - OCPU Per<br>Hour |                                 | Х             |             |

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when all the valid invocations of an endpoint of the applicable Cloud Service do not successfully respond to console UI Displays or API Calls. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.36 Oracle Cloud Infrastructure - Functions

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Functions SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIAL   | SKU CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90617 | Oracle Functions - Execution Time -<br>10,000 Gigabyte Memory-Seconds | X                               |               |             |
| B90618 | Oracle Functions - Invocations - 1,000,000 Function Invocations       | X                               |               |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.5% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.5% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Function invocation request" means a request received from a client to execute a single function.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average Function Error Rate (as defined below) of all five-minute intervals during the applicable calendar month.
- "Function Error Rate" means on a per Region basis, the percentage value corresponding to: (i)
  the total number of function invocation requests made to the applicable Cloud Service that
  failed with an error code of "500" or "503" in a five-minute period during a calendar month
  divided by, (ii) the total number of function invocation requests to such Cloud Service in such
  five-minute period. This excludes circumstances resulting directly or indirectly from any
  Common Exclusion.

#### 3.6.37 Oracle Cloud Infrastructure- Generative Al

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Generative AI SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII    | CLOUD CEDVICE  | TYPE OF SERVICE LEVEL AGREE |                | LEVEL AGREEME | MENT        |  |
|---------|--|-----------------------------|----------------|---------------|-------------|--|
| SKU     | CLOUD SERVICE  | AVAILABILITY 1              | AVAILABILITY 2 | MANAGEABILITY | PERFORMANCE |  |
| B108077 | Oracle Cloud Infrastructure<br>Generative AI- Large Cohere -<br>10,000 Transactions          | X                           |                |               |             |  |
| B108078 | Oracle Cloud Infrastructure<br>Generative AI- Small Cohere -<br>10,000 Transactions          | X                           |                |               |             |  |
| B108079 | Oracle Cloud Infrastructure<br>Generative AI- Embed Cohere -<br>10,000 Transactions          | X                           |                |               |             |  |
| B108080 | Oracle Cloud Infrastructure<br>Generative AI - Llama2-70 -<br>10,000 Transactions            | X                           |                |               |             |  |
| B108082 | Oracle Cloud Infrastructure<br>Generative AI- Large Cohere -<br>Dedicated -AI Unit Per Hour  |                             | X              |               |             |  |
| B108083 | Oracle Cloud Infrastructure<br>Generative AI- Small Cohere -<br>Dedicated - AI Unit Per Hour |                             | X              |               |             |  |
| B108084 | Oracle Cloud Infrastructure<br>Generative AI- Embed Cohere -<br>Dedicated - AI Unit Per Hour |                             | X              |               |             |  |
| B108085 | Oracle Cloud Infrastructure<br>Generative Al- Llama2-70 -<br>Dedicated - Al Unit Per Hour    |                             | X              |               |             |  |

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability 1 Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the
  total number of internal server errors returned by the applicable Cloud Service with an error
  status of "5xx" in a five-minute period during a calendar month divided by, (ii) the total number
  of API requests to such Cloud Service in such five-minute period. This excludes circumstances
  resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

## **Availability 2 Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability 2 Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9%, during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability 2 Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability 2 Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error code of "5xx", excluding error code of "500" for "Dedicated Al Cluster Creation has failed", in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.38 Oracle Cloud Infrastructure - GoldenGate

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - GoldenGate SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92992 | Oracle Cloud Infrastructure - GoldenGate - OCPU Per Hour | X                               |               |             |

| GIAT   | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B92993 | Oracle Cloud Infrastructure - GoldenGate<br>- BYOL - OCPU Per Hour | X                               |               |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95%, during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "GoldenGate Connection" is a direct connection established from any tool or application to the applicable Cloud Service using Oracle network services.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was in the state of "Unavailable" (as defined below).
- "Unavailable" means a minute period when (i) no GoldenGate Connection is or can be established and (ii) all continuous attempts (at least five) to establish a GoldenGate Connection fail. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.39 Oracle Cloud Infrastructure - Health Checks

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Health Checks SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIAL   | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90323 | Oracle Cloud Infrastructure - Health<br>Checks - Basic - Endpoints Per Month      | X                               |               |             |
| B90325 | Oracle Cloud Infrastructure - Health<br>Checks - Premium - Endpoints Per<br>Month | X                               |               |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                           | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.5% | 25%                       |
| Less than 99.5% but equal to or greater than 95.0%  | 50%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means the time when none of the requests from the applicable Cloud Service to the target service including hosted websites, API endpoints, or externally facing load balancers reports results. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

# 3.6.40 Oracle Cloud Infrastructure - Infrequent Access Storage

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure – Infrequent Access Storage SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|   | CI OUD STOWER |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|---|---------------|---|---------------------------------|---------------|-------------|
|   | SKU           | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| E | 393000        | Oracle Cloud Infrastructure - Infrequent<br>Access Storage - Storage - Gigabyte<br>Storage Capacity Per Month | Х                               |               |             |
| E | 393001        | Oracle Cloud Infrastructure - Data<br>Retrieval - Storage - Gigabyte Storage<br>Retrieved Per Month           | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.0% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be

eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.0% but equal to or greater than 98.0% | 10%                       |
| Less than 98.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.41 Oracle Cloud Infrastructure - Key Management

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Key Management SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | GLOUD C-DLUC-  | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|--|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B90328 | Oracle Cloud Infrastructure - Key<br>Management - Virtual Private Vault Per<br>Hour                                | Х            |                  |             |
| B92092 | Oracle Cloud Infrastructure - Key<br>Management- Vault - Key Version per<br>Month                                  | Х            |                  |             |
| B98100 | Oracle Cloud Infrastructure - External<br>Key Management - Key Version Per<br>Month                                | X            |                  |             |
| B99597 | Oracle Cloud Infrastructure - Dedicated<br>Key Management - (Minimum 3 HSM<br>Partitions) - HSM Partition Per Hour | X            |                  |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when all the valid invocations of an endpoint of the applicable Cloud Service do not successfully perform any encrypt, decrypt or generate data encryption key operations. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.42 Oracle Cloud Infrastructure - Load Balancer

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Load Balancer SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  | CLOUD CEDWICE   | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|---|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B88319 | Oracle Cloud Infrastructure - 100 Mbps<br>Load Balancer - Load Balancer Hour  | X            |                  |             |
| B88320 | Oracle Cloud Infrastructure - 400 Mbps<br>Load Balancer - Load Balancer Hour  | X            |                  |             |
| B88321 | Oracle Cloud Infrastructure - 8000 Mbps<br>Load Balancer - Load Balancer Hour | X            |                  |             |
| B92601 | Oracle Cloud Infrastructure - Load<br>Balancer Base - Load Balancer Hour      | X            |                  |             |
| B92602 | Oracle Cloud Infrastructure - Load<br>Balancer Bandwidth - Mbps per Hour      | X            |                  |             |
| B93030 | Oracle Cloud Infrastructure - Load<br>Balancer Base - Load Balancer Hour      | X            |                  |             |
| B93031 | Oracle Cloud Infrastructure - Load<br>Balancer Bandwidth - Mbps Per Hour      | X            |                  |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                           | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.9% | 10%                       |
| Less than 99.9% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when the applicable Cloud Service has at least one working backend server, and all attempts to connect to such Cloud Service are unsuccessful. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

# 3.6.43 Oracle Cloud Infrastructure - Logging

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Logging SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII | CLOUD CEDVICE | TYPE OF SERVICE LEVEL AGREEMENT  | REEMENT      |               |             |
|------|---------------|--|--------------|---------------|-------------|
|      | SKU           | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY | PERFORMANCE |
|      | B92593        | Oracle Cloud Infrastructure - Logging -<br>Storage - Gigabyte Log Storage Per<br>Month | Х            |               |             |

## **Availability Service Level Agreement**

#### **Monthly Uptime Percentage**

#### **Service Credit Percentage**

Less than 99.9% but equal to or greater than 99.0%

Less than 99.0% but equal to or greater than 95.0%

Less than 95.0%

10%

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "5xx" in a fiveminute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated on a per Region basis by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.44 Oracle Cloud Infrastructure - Logging Analytics

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Logging Analytics SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
|        | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B92939 | Oracle Cloud Infrastructure - Logging<br>Analytics- Active Storage  | X                               |               |             |  |
| B92809 | Oracle Cloud Infrastructure - Logging<br>Analytics- Archival Storage  | X                               |               |             |  |
| B95634 | Oracle Cloud Infrastructure Logging<br>Analytics - Active Storage - Logging<br>Analytics Storage Unit Per Month | Х                               |               |             |  |

### **Availability Service Level Agreement**

#### **Monthly Uptime Percentage**

Service Credit Percentage 10%

Less than 99.9% but equal to or greater than 99.0% Less than 99.0% but equal to or greater than 95.0%

25%

Less than 95.0%

100%

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when the applicable Cloud Service has no external connectivity. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

# 3.6.45 Oracle Cloud Infrastructure - Monitoring

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Monitoring SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | CLOUD CEDIUS   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90925 | Oracle Cloud Infrastructure - Monitoring - Ingestion - Million Datapoints    | Χ                               |               |             |
| B90926 | Oracle Cloud Infrastructure - Monitoring<br>- Retrieval - Million Datapoints | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Alarm Error Rate" means, the percentage value corresponding to: (i) the total number of alarms
  in the applicable Cloud Service that failed to correctly execute in a five-minute period during a
  calendar month divided by, (ii) the total number of alarms processed by such Cloud Service in
  such five-minute period. This excludes circumstances resulting directly or indirectly from any
  Common Exclusion.
- "API Error Rate" means, the percentage value corresponding to: (i) the total number of internal
  server errors returned by the applicable Cloud Service with an error status of "5xx" in a fiveminute period during a calendar month divided by, (ii) the total number of API requests to such
  Cloud Service in such five-minute period. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated on a per Region basis by subtracting from 100%, the
  amount equal to (i) the average of the API Error Rate in each five-minute period during the
  applicable calendar month and then subtracting from such result (ii) the average of the Alarm
  Error Rate in each five-minute period during such calendar month.

## 3.6.46 Oracle Cloud Infrastructure - MySQL Database

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - MySQL Database SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  | CLOUD CEDIME  | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|---|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B92425 | Oracle Cloud Infrastructure - MySQL<br>Database - Standard - E2 - OCPU Per<br>Hour                        |              | X                |             |
| B92426 | Oracle Cloud Infrastructure - MySQL<br>Database - Storage - Gigabyte Storage<br>Capacity Per Month        | X            | X                |             |
| B92483 | Oracle Cloud Infrastructure - MySQL<br>Database - Backup Storage - Gigabyte<br>Storage Capacity Per Month | Х            | X                |             |
| B92807 | Oracle Cloud Infrastructure - MySQL<br>Database - Bare Metal Standard - E2 -<br>Node Per Hour             |              | X                |             |
| B92962 | Oracle Cloud Infrastructure - MySQL<br>Database - Standard - E3 - OCPU Per<br>Hour                        | X            | X                |             |
| B92963 | Oracle Cloud Infrastructure - MySQL<br>Database - Standard - E3 - Memory -<br>Gigabyte Per Hour           | Х            | X                |             |

| CIVII   | CLOUD CEDVICE   | TYPE OF      | SERVICE LEVEL AGI | REEMENT     |
|---------|---|--------------|-------------------|-------------|
| SKU     | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY     | PERFORMANCE |
| B92023  | Oracle Cloud Infrastructure - MySQL<br>HeatWave - Standard - E3 - Node Per<br>Hour                    |              | X                 |             |
| B92024  | Oracle Cloud Infrastructure - MySQL<br>Database for HeatWave - Standard -<br>Node Per Hour            | X            | X                 |             |
| B93546  | Oracle Cloud Infrastructure - MySQL<br>Database for HeatWave - Bare Metal<br>Standard - Node Per Hour | X            | X                 |             |
| B96625  | Oracle Cloud Infrastructure - HeatWave<br>- Storage - Gigabyte Storage Capacity<br>Per Month          |              | X                 |             |
| B96626  | Oracle Cloud Infrastructure - HeatWave - HeatWave Capacity Per Hour                                   |              | X                 |             |
| B92756  | MySQL Analytics - Bare Metal Standard<br>- E2 – Node per Hour   |              | X                 |             |
| B95435  | MySQL Database - Standard - AMD E4 -<br>Compute - OCPU Per Hour                                       | Χ            | X                 |             |
| B95436  | MySQL Database - Standard - AMD E4 -<br>Memory - Gigabyte Per Hour                                    | X            | X                 |             |
| B95437  | MySQL Database - Standard - Intel X7 -<br>Compute - OCPU Per Hour                                     | Χ            | X                 |             |
| B95438  | MySQL Database - Standard - Intel X7 -<br>Memory - Gigabyte Per Hour                                  | X            | X                 |             |
| B95439  | MySQL Database - Standard - Intel X9 -<br>Compute - OCPU Per Hour                                     | Χ            | X                 |             |
| B95440  | MySQL Database - Standard - Intel X9 -<br>Memory - Gigabyte Per Hour                                  | X            | X                 |             |
| B95441  | MySQL Database - Optimized - Intel X9<br>- Compute - OCPU Per Hour                                    | Χ            | X                 |             |
| B95442  | MySQL Database - Optimized - Intel X9<br>- Memory - Gigabyte Per Hour                                 | X            | X                 |             |
| B108030 | MySQL Database - ECPU - ECPU Per<br>Hour  | Χ            | X                 |             |

# Availability Service Level Agreement for Oracle Cloud Infrastructure- MySQL Database with the High Availability option enabled

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies and with the High Availability option enabled (each a "Cloud Service with High Availability" and collectively the "Cloud Services with High Availability"), Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month ("the Service Commitment"). In the event an applicable Cloud Service listed above with High Availability does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage for Regions with more than one<br>Availability Domains | Service Credit Percentage |
|--|---------------------------|
| Less than 99.99% but equal to or greater than 99.0%                              | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%                               | 25%                       |
| Less than 95.0%  | 100%                      |
|  |                           |
|  |                           |
| Monthly Uptime Percentage for Regions with one Availability  Domain              | Service Credit Percentage |
|  | Service Credit Percentage |
| Domain   | G                         |

The following terms apply to the Availability Service Level Agreement for Cloud Services with High Availability:

- "Database Connection" is a direct connection established from any tool or application to the Cloud Service using Oracle network services.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service with High Availability was Unavailable (as defined below).
- "Unavailable" means a minute period when (i) no Database Connection is or can be established and (ii) all continuous attempts (at least five) to establish a Database Connection fail. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

# Availability Service Level Agreement for Oracle Cloud Infrastructure- MySQL Database without the High Availability option enabled (Single instance)

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies and without the High Availability option enabled (each a "Cloud Service without High Availability" and collectively the "Cloud Services without High Availability"), Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above without High Availability does not meet its Service Commitment for the Availability Service Level Agreement under this subsection,

You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for Cloud Services without High Availability:

- "Database Connection" is a direct connection established from any tool or application to the Cloud Service using Oracle network services.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service with High Availability was Unavailable (as defined below).
- "Unavailable" means a minute period when (i) no Database Connection is or can be established and (ii) all continuous attempts (at least five) to establish a Database Connection fail. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month, divided by (ii) the total number of Control Plane API requests to such Cloud Service during such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100 percent, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

#### 3.6.47 Oracle Cloud Infrastructure - Network Firewall

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Network Firewall SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT        |  | REEMENT |
|--------|---|--|--|---------|
|        | CLOUD SERVICE   | AVAILABILITY MANAGEABILITY PERFORMANCE |  |         |
| B95403 | Oracle Cloud Infrastructure -<br>Network Firewall Instance - Instance Per<br>Hour                 | Х                                      |  |         |
| B95404 | Oracle Cloud Infrastructure -<br>Network Firewall Data Processing -<br>Gigabyte of Data Processed | X                                      |  |         |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means a minute period when Your instance of the applicable Cloud Service fails
  to process all the packets routed to it. If no packets are routed to Your instance of the applicable
  Cloud Service during the minute, then such Cloud Service is considered available during the
  minute. This excludes circumstances resulting directly or indirectly from any Common
  Exclusion.

#### 3.6.48 Oracle Cloud Infrastructure - Notifications

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Notifications SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|        |   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
| SKU    | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B90940 | Oracle Cloud Infrastructure -<br>Notifications - HTTPS Delivery - Million<br>Delivery Operations        | X                               |               |             |  |
| B90941 | Oracle Cloud Infrastructure -<br>Notifications - Email Delivery - 1,000<br>Emails Sent                  | X                               |               |             |  |
| B93004 | Oracle Cloud Infrastructure -<br>Notifications - SMS Outbound to<br>Country Zone 1 - 1 SMS Message Sent | Х                               |               |             |  |
| B93005 | Oracle Cloud Infrastructure –<br>Notifications - SMS Outbound to<br>Country Zone 2 - 1 SMS Message Sent | Х                               |               |             |  |
| B93006 | Oracle Cloud Infrastructure -<br>Notifications - SMS Outbound to<br>Country Zone 3 - 1 SMS Message Sent | Х                               |               |             |  |
| B93007 | Oracle Cloud Infrastructure -<br>Notifications - SMS Outbound to<br>Country Zone 4 - 1 SMS Message Sent | Х                               |               |             |  |
| B93008 | Oracle Cloud Infrastructure -<br>Notifications - SMS Outbound to<br>Country Zone 5 - 1 SMS Message Sent | Х                               |               |             |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the
  total number of requests made to the applicable Cloud Service that returns an error code of
  "500" or "503" in a five-minute period during a calendar month divided by, (ii) the total number
  of requests to such Cloud Service in such five-minute period. This excludes circumstances
  resulting directly or indirectly from any Common Exclusion and any of the following:
  - (i) Messages that were published to a topic but failed to be delivered,
  - (ii) Delivery to third-party endpoints such as PagerDuty & Slack,
  - (iii) Delivery to first-party endpoints such as Email and Functions, and/or
  - (iv) Delivery to SMS Endpoints.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.49 Oracle Cloud Infrastructure - Object Storage

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Object Storage SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | CLOUD CEDVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|--|---------------------------------|---------------|-------------|--|
| SKU    | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B88323 | Oracle Cloud Infrastructure - Object<br>Storage - Requests - 10,000 Requests<br>per Month          | X                               |               |             |  |
| B88324 | Oracle Cloud Infrastructure - Object<br>Storage - Storage - Gigabyte Storage<br>Capacity per Month | X                               |               |             |  |
| B91627 | Oracle Cloud Infrastructure - Object<br>Storage - Requests - 10,000 Requests<br>per Month          | Х                               |               |             |  |
| B91628 | Oracle Cloud Infrastructure - Object<br>Storage - Storage - Gigabyte Storage<br>Capacity per Month | X                               |               |             |  |
| B91633 | Oracle Cloud Infrastructure - Archive<br>Storage - Gigabyte Storage Capacity per<br>Month          | Х                               |               |             |  |

## **Availability Service Level Agreement**

#### **Monthly Uptime Percentage**

**Service Credit Percentage** 

| Less than 99.9% but equal to or greater than 99.0% | 10%  |
|--|------|
| Less than 99.0% but equal to or greater than 95.0% | 25%  |
| Less than 95.0%                                    | 100% |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.50 Oracle Cloud Infrastructure - Ops Insights

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure – Ops Insights SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYI          | PE OF SERVICE LEVE | L AGREEMENT |
|--------|---|--------------|--------------------|-------------|
|        | CLOOD SERVICE   | AVAILABILITY | MANAGEABILITY      | PERFORMANCE |
| B92890 | Oracle Cloud Infrastructure Ops<br>Insights for External Oracle<br>Databases and Host - Host CPU<br>Core Per Hour | X            |                    |             |
| B93705 | Oracle Cloud Infrastructure Ops<br>Insights for Warehouse - Extract -<br>Gigabyte Per Month                       | X            |                    |             |
| B93706 | Oracle Cloud Infrastructure Ops<br>Insights for Warehouse - Instance<br>- OCPU Per Hour                           | Х            |                    |             |
| B92889 | Oracle Cloud Infrastructure Ops<br>Insights for Cloud Databases-<br>OCPU Per Hour                                 | Х            |                    |             |
| B96199 | Oracle Cloud Infrastructure Ops<br>Insights for Oracle Autonomous<br>Databases - Basic - ECPU Per<br>Hour         | X            |                    |             |

| SKU    | SKU CLOUD SERVICE   |              | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|--------|---|--------------|---------------------------------|-------------|--|
| SKO    |   | AVAILABILITY | MANAGEABILITY                   | PERFORMANCE |  |
| B97140 | Oracle Cloud Infrastructure Ops<br>Insights for Oracle Autonomous<br>Databases - Full - ECPU Per Hour | Х            |                                 |             |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate (as defined below) for each five-minute period during the applicable calendar month.
- "API Error Rate" means, the percentage value corresponding to: (i) the total number of internal
  server errors returned by the applicable Cloud Service with an error status of "5xx" in a fiveminute period during a calendar month divided by, (ii) the total number of API requests to such
  Cloud Service in such five-minute period. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

#### 3.6.51 Oracle Cloud Infrastructure - Outbound Data Transfer

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Outbound Data Transfer SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88327 | Oracle Cloud Infrastructure - Outbound Data Transfer - Originating in North America, Europe, and UK - Gigabyte Outbound Data Transfer Per Month | X                               |               |             |

| SKU    | a. a.u., a.z.u.a.   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
|        | CLOUD SERVICE   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B93455 | Oracle Cloud Infrastructure - Outbound<br>Data Transfer - Originating in APAC,<br>Japan, and South America - Gigabyte<br>Outbound Data Transfer Per Month | X                               |               |             |  |
| B93456 | Oracle Cloud Infrastructure - Outbound<br>Data Transfer - Originating in Middle<br>East and Africa - Gigabyte Outbound<br>Data Transfer Per Month         | X                               |               |             |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.5% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.5% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Internet Gateway" means the virtual router You attach to Your Virtual Cloud Network (VCN) to enable direct connectivity to the Internet.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the Internet Gateway is Unavailable (as defined below).
- "Unavailable" means, on a per Availability Domain basis, mean any time when You are not able
  to pass traffic through the Internet Gateway of the applicable Cloud Service. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.52 Oracle Cloud Infrastructure - Process Automation

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Process Automation SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    |  | TYPE OF SERVICE LEVEL AGREEMENT  |             |  |
|--------|--|----------------------------------|-------------|--|
|        | CLOUD SERVICE  | AVAILABILITY MANAGEABILITY PERFO | PERFORMANCE |  |
| B95504 | Oracle Cloud Infrastructure Process<br>Automation - User - Active Process User<br>Per Hour       | Х                                | X           |  |
| B95505 | Oracle Cloud Infrastructure Process<br>Automation - Execution Pack - Execution<br>Pack Per Month | Х                                | X           |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents external connectivity to any of Your instances of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### **Manageability Service Level Agreement**

# **Monthly Uptime Percentage**

## **Service Credit Percentage**

| Less than 99.9% but equal to or greater than 99.0% | 10%  |
|--|------|
| Less than 99.0% but equal to or greater than 95.0% | 25%  |
| Less than 95.0%                                    | 100% |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month, divided by (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.53 Oracle Cloud Infrastructure- Search Service with OpenSearch

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure Search Service with OpenSearch SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B93709 | Oracle Cloud Infrastructure Search<br>Service with OpenSearch HA | X                               |               |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.99% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents external connectivity to any of Your instances of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## 3.6.54 Oracle Cloud Infrastructure - Secure Desktops

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Secure Desktops SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95518 | Oracle Cloud Infrastructure – Secure<br>Desktops – Desktop per Month | Χ                               | X             |             |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when the applicable Cloud Service has no
  external connectivity. This excludes circumstances resulting directly or indirectly from any
  Common Exclusion.

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar

month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.55 Oracle Cloud Infrastructure - Speech

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Speech SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  |  |              | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|--------|--|--------------|---------------------------------|-------------|--|
| SKU    | SKU CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY                   | PERFORMANCE |  |
| B94896 | Oracle Cloud Infrastructure - Speech -<br>Transcription Hour | X            |                                 |             |  |

### **Availability Service Level Agreement**

#### **Monthly Uptime Percentage**

Less than 95.0%

# Service Credit Percentage 10%

25%

Less than 99.9% but equal to or greater than 99.0% Less than 99.0% but equal to or greater than 95.0%

100%

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the
  total number of internal server errors returned by the applicable Cloud Service with an error
  status of "5xx" in a five-minute period during a calendar month divided by, (ii) the total number
  of API requests to such Cloud Service in such five-minute period. This excludes circumstances
  resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.56 Oracle Cloud Infrastructure - Streaming

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Streaming SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD CEDWICE  | TYPE OF                             | E OF SERVICE LEVEL AGREEMENT |  |  |
|--------|--|-------------------------------------|------------------------------|--|--|
|        | CLOUD SERVICE  | AVAILABILITY MANAGEABILITY PERFORMA | PERFORMANCE                  |  |  |
| B90938 | Oracle Cloud Infrastructure - Streaming -<br>PUT or GET - Gigabytes of Data<br>Transferred | Х                                   |                              |  |  |
| B90939 | Oracle Cloud Infrastructure - Streaming -<br>Storage - Gigabytes Per Hour                  | X                                   |                              |  |  |

# **Availability Service Level Agreement**

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the Unavailable Percentage (as defined below) in the calendar month for the applicable Cloud Service.
- "Unavailable Percentage" means, on a per Region basis, the percentage value corresponding to: (i) the total number of minutes in a calendar month that exceeds five minutes between (a) when there is an attempt to send or receive a message or to perform other operations on the applicable Cloud Service and (b) there is a success code delivered for that action divided by (ii) the number of minutes in such calendar month. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.57 Oracle Cloud Infrastructure - Vision

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Vision SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT  AVAILABILITY MANAGEABILITY PERFORMANCE  X |               |             |
|--------|--|--|---------------|-------------|
|        | CLOUD SERVICE  | AVAILABILITY   | MANAGEABILITY | PERFORMANCE |
| B94973 | Oracle Cloud Infrastructure - Vision -<br>Image Analysis - 1,000 Transactions        | Χ  |               |             |
| B94974 | Oracle Cloud Infrastructure - Vision-<br>OCR - 1,000 Transactions                    | X  |               |             |
| B94975 | Oracle Cloud Infrastructure - Vision-<br>Document Properties - 1,000<br>Transactions | X  |               |             |
| B94976 | Oracle Cloud Infrastructure - Vision-<br>Document Extraction - 1,000<br>Transactions | X  |               |             |

## **Availability Service Level Agreement**

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "API Error Rate" means, on a per Region basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "5xx" in a five-minute period during a calendar month divided by, (ii) the total number of API requests to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.58 Oracle Cloud Infrastructure - Web Application Firewall

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - Web Application Firewall SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | CLOUD CEDVICE   | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|---|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B90329 | Oracle Cloud Infrastructure - Web<br>Application Firewall - Requests -<br>1,000,000 Incoming Requests           | X            |                  |             |
| B90330 | Oracle Cloud Infrastructure - Web<br>Application Firewall - Good Traffic -<br>Gigabyte Of Good Traffic          | X            |                  |             |
| B90332 | Oracle Cloud Infrastructure - Web<br>Application Firewall - Bot Management -<br>1,000,000 Incoming Requests     | X            |                  |             |
| B94579 | Oracle Cloud Infrastructure- Web<br>Application Firewall- Instance- Instance<br>Per Month                       | X            |                  |             |
| B94277 | Oracle Cloud Infrastructure- Web<br>Application Firewall- Requests-<br>1,000,000 Incoming Requests Per<br>Month | X            |                  |             |

## **Availability Service Level Agreement**

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.99% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when the applicable Cloud Service is not able to receive HTTP/S requests according to the configured Web Application Firewall settings. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## 3.6.59 Oracle Cloud Infrastructure - WebLogic

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud Infrastructure - WebLogic SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD CEDVICE   |              |               |             |
|--------|---|--------------|---------------|-------------|
|        | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY | PERFORMANCE |
| B91346 | Oracle WebLogic Server Enterprise<br>Edition for Oracle Cloud Infrastructure -<br>OCPU Per Hour |              | X             |             |
| B91347 | Oracle WebLogic Suite for Oracle Cloud<br>Infrastructure - OCPU Per Hour                        |              | Х             |             |

#### **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

Commiss Credit Dorsontons

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane UI" means the interface available to You in supported internet browsers that allows You to perform provisioning, termination, and other lifecycle operations in accordance with the Service Specifications for the applicable Cloud Service.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when You are unable to access the Control Plane UI to perform operations with the applicable Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

#### 3.6.60 Oracle Cloud VMware Solution

The following table indicates which types of Service Level Agreements are applicable to an Oracle Cloud VMware Solution SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | CLOUD CEDIUCE  | 7.           | SERVICE LEVEL AGREEMENT |             |  |
|--------|--|--------------|-------------------------|-------------|--|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY           | PERFORMANCE |  |
| B92386 | Oracle Cloud VMware Solution - OCPU<br>Per Hour  | X            |                         |             |  |
| B93288 | Oracle Cloud VMware Solution -<br>BM.DenselO2.52 - Hourly Commit -<br>OCPU Per Hour    | X            |                         |             |  |
| B93289 | Oracle Cloud VMware Solution -<br>BM.DenselO2.52 - 1 Year Commit - OCPU<br>Per Hour    | Х            |                         |             |  |
| B93290 | Oracle Cloud VMware Solution -<br>BM.DenselO2.52 - 3 Year Commit -<br>OCPU Per Hour    | X            |                         |             |  |
| B95178 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.64 - Hourly Commit -<br>OCPU Per Hour  | Х            |                         |             |  |
| B95179 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.64 - Monthly Commit -<br>OCPU Per Hour | X            |                         |             |  |
| B95180 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.64 - 1 year Commit -<br>OCPU Per Hour  | Х            |                         |             |  |
| B95181 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.64 - 3 year Commit -<br>OCPU Per Hour  | X            |                         |             |  |

| CIAL   | CLOUD CEDVICE   | TYPE OF      | SERVICE LEVEL AG | REEMENT     |
|--------|---|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B95411 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.32 - Hourly Commit -<br>OCPU Per Hour       | X            |                  |             |
| B95412 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.32 - Monthly Commit -<br>OCPU Per Hour      | X            |                  |             |
| B95413 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.32 - 1 year Commit -<br>OCPU Per Hour       | X            |                  |             |
| B95414 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.32 - 3 year Commit -<br>OCPU Per Hour       | X            |                  |             |
| B95415 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.128 - Hourly Commit -<br>OCPU Per Hour      | X            |                  |             |
| B95416 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.128 - Monthly Commit -<br>OCPU Per Hour     | X            |                  |             |
| B95417 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.128 - 1 year Commit -<br>OCPU Per Hour      | Х            |                  |             |
| B95418 | Oracle Cloud VMware Solution -<br>BM.DenselO.E4.128 - 3 year Commit -<br>OCPU Per Hour      | X            |                  |             |
| B97102 | Oracle Cloud VMware Solution - Base -<br>BM.Standard2.12 - Hourly Commit -<br>Node Per Hour | Х            |                  |             |
| B97103 | Oracle Cloud VMware Solution - Base -<br>BM.Standard2.12 - 1 Year Commit - Node<br>Per Hour | Х            |                  |             |
| B97104 | Oracle Cloud VMware Solution - Base -<br>BM.Standard2.12 - 3 Year Commit - Node<br>Per Hour | X            |                  |             |
| B97105 | Oracle Cloud VMware Solution - Base -<br>BM.Standard3.16 - Hourly Commit -<br>Node Per Hour | X            |                  |             |

| CIVII  | CLOUD CEDVICE   | x X X X X    |               | REEMENT     |
|--------|---|--------------|---------------|-------------|
| SKU    | CLOUD SERVICE   | AVAILABILITY | MANAGEABILITY | PERFORMANCE |
| B97106 | Oracle Cloud VMware Solution - Base -<br>BM.Standard3.16 - 1 Year Commit - Node<br>Per Hour   | Х            |               |             |
| B97107 | Oracle Cloud VMware Solution - Base -<br>BM.Standard3.16 - 3 Year Commit -<br>Node Per Hour   | Х            |               |             |
| B97108 | Oracle Cloud VMware Solution - Base –<br>BM.Standard.E4.32 - Hourly Commit -<br>Node Per Hour | Х            |               |             |
| B97109 | Oracle Cloud VMware Solution - Base -<br>BM.Standard.E4.32 - 1 Year Commit -<br>Node Per Hour | Х            |               |             |
| B97110 | Oracle Cloud VMware Solution - Base -<br>BM.Standard.E4.32 - 3 Year Commit -<br>Node Per Hour | Х            |               |             |
| B97111 | Oracle Cloud VMware Solution -<br>Expansion - Hourly Commit - OCPU Per<br>Hour                | Х            |               |             |
| B97112 | Oracle Cloud VMware Solution -<br>Expansion - 1 Year Commit - OCPU Per<br>Hour                | Х            |               |             |
| B97113 | Oracle Cloud VMware Solution -<br>Expansion - 3 Year Commit - OCPU Per<br>Hour                | X            |               |             |

| Monthly Uptime Percentage for Regions with more than one<br>Availability Domains | Service Credit Percentage |
|--|---------------------------|
| Less than 99.99% but equal to or greater than 99.0%                              | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%                               | 25%                       |
| Less than 95.0%  | 100%                      |

| Monthly Uptime Percentage for Regions with one Availability  Domain | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0%                 | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%                  | 25%                       |
| Less than 95.0%   | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable.
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents external connectivity with:
  - (i) for Regions with more than one Availability Domains, all instances of such Cloud Service that are deployed in more than one Availability Domain; or
  - (ii) for Regions with one Availability Domain, all instances of such Cloud Service that are deployed in more than one Fault Domain.

Notwithstanding anything to the contrary, the Availability Service Level Agreement under this subsection will not apply to any Cloud Service which is configured with less than three ESXi hosts (as described in the Service Descriptions for such Cloud Service).

## 3.6.61 Oracle Content Management

The following table indicates which types of Service Level Agreements are applicable to an Oracle Content Management SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CVII   | CLOUD CEDWICE  | ТҮРЕ         | OF SERVICE LEVEL | AGREEMENT   |
|--------|--|--------------|------------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY | MANAGEABILITY    | PERFORMANCE |
| B92637 | Oracle Content Management - BYOL - 5,000 Assets Per Month  | Χ            |                  |             |
| B91210 | Oracle Content Management - 5000<br>Assets Per Month   | X            |                  |             |
| B91211 | Oracle Content Management -<br>Outbound Data Transfer - Gigabyte<br>Outbound Data Transfer Per Month | X            |                  |             |
| B92217 | Oracle Content Management -<br>Advanced Video Management - 250<br>Video Assets per Month             | Х            |                  |             |
| B93411 | Oracle Content Management -<br>Starter Edition - 5000 Assets Per<br>Month                            | X            |                  |             |

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|--|---------------------------------|---------------|-------------|--|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B95422 | Oracle Content Management - Video<br>Creation Platform - Video Pack (500<br>Videos - 500 GB) Per Month | X                               |               |             |  |
| B96502 | Oracle Content Management -<br>Advanced Hosting - Instance Per<br>Month                                | X                               |               |             |  |
| B97408 | Oracle Content Management - Sales<br>Accelerator Suite - User Per Month                                | X                               |               |             |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 30%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when the applicable Cloud Service cannot be accessed either by the (i) Oracle Content Management web user interface, or (ii) Oracle Content Management REST APIs. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

# 3.6.62 Oracle Database Autonomous Recovery Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Database Autonomous Recovery Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |  |
|--------|---|---------------------------------|---------------|-------------|--|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |  |
| B95240 | Oracle Database Autonomous Recovery<br>Service                | X                               |               |             |  |
| B95241 | Oracle Database Zero Data Loss<br>Autonomous Recovery Service | X                               |               |             |  |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when a problem prevents external
  connectivity to the applicable Cloud Service. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

# 3.6.63 Oracle Database Backup Cloud

The following table indicates which types of Service Level Agreements are applicable to an Oracle Database Backup Cloud SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
|        |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90230 | Oracle Database Backup Cloud - Object<br>Storage - Gigabyte Storage Capacity Per<br>Month | Х                               |               |             |

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90231 | Oracle Database Backup Cloud - Archive<br>Storage - Gigabyte Storage Capacity Per<br>Month | Х                               |               |             |

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when a problem prevents external
  connectivity to the applicable Cloud Service. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

# 3.6.64 Oracle Digital Assistant

The following table indicates which types of Service Level Agreements are applicable to an Oracle Digital Assistant Cloud SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU CLOUD SERVICE |   | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|-------------------|---|---------------------------------|-------------|--|
|                   | AVAILABILITY  | MANAGEABILITY                   | PERFORMANCE |  |
| B90260            | Oracle Digital Assistant Cloud Service -<br>Request | Χ                               |             |  |

#### **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) during any calendar month as follows (the "Services Commitment"): (i) for the Production Shape of the Cloud Services, at least 99.9%, and (ii) for the Development Shape of the Cloud Services, at least 99.5%. In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows based on Your selection of such Cloud Service as production or development shape during its provisioning:

| Monthly Uptime Percentage for Production Shape   | Service Credit Percentage     |
|--|-------------------------------|
| Less than 99.9% but equal to or greater than 99.0%   | 10%                           |
| Less than 99.0% but equal to or greater than 95.0%   | 25%                           |
| Less than 95.0%  | 100%                          |
|  |                               |
|  |                               |
| Monthly Uptime Percentage for Development Shape  | Service Credit Percentage     |
| Monthly Uptime Percentage for Development Shape Less than 99.5% but equal to or greater than 99.0% | Service Credit Percentage 10% |
|  |                               |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents
  external connectivity to any of Your instances of such Cloud Service or no HTTP operations of
  such Cloud Service resulted in a success code. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

# 3.6.65 Oracle Integration Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Integration Cloud Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B89639 | Oracle Integration Cloud Service -<br>Standard - 5K Messages Per Hour            | X                               | Х             |             |
| B89640 | Oracle Integration Cloud Service -<br>Enterprise - 5K Messages Per Hour          | X                               | X             |             |
| B89643 | Oracle Integration Cloud Service -<br>Standard - BYOL - 20K Messages Per<br>Hour | Х                               | X             |             |

| CIVII  | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B89644 | Oracle Integration Cloud Service -<br>Enterprise - BYOL - 20K Messages Per<br>Hour | Х                               | X             |             |

# **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents external connectivity to any of Your instances of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.66 Oracle Java Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Java Cloud Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|        |  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    | CLOUD SERVICE  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88287 | Oracle Java Cloud Service - Enterprise -<br>OCPU Per Hour              | X                               | X             |             |
| B88288 | Oracle Java Cloud Service - Standard -<br>OCPU Per Hour                | X                               | X             |             |
| B88289 | Oracle Java Cloud Service - High<br>Performance - OCPU Per Hour        | Χ                               | X             |             |
| B88399 | Oracle Java Cloud Service - Enterprise -<br>BYOL - OCPU Per Hour       | X                               | X             |             |
| B88400 | Oracle Java Cloud Service - High<br>Performance - BYOL - OCPU Per Hour | X                               | X             |             |
| B88844 | Oracle Java Cloud Service - Standard -<br>BYOL - OCPU Per Hour         | X                               | X             |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

# **Monthly Uptime Percentage**

# **Service Credit Percentage**

| Less than 99.9% but equal to or greater than 99.0% | 10%  |
|--|------|
| Less than 99.0% but equal to or greater than 95.0% | 25%  |
| Less than 95.0%                                    | 100% |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents external connectivity to any of Your instances of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

# **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane UI" means the interface available to You in supported internet browsers that allows You to perform provisioning, termination, and other lifecycle operations in accordance with the Service Specifications for the applicable Cloud Service.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when You are unable to access the Control Plane UI to perform
  operations with the applicable Cloud Service. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

## 3.6.67 Oracle Mobile Hub Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle Mobile Hub Cloud Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| SKU    |  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
|        | CLOUD SERVICE                                | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B90304 | Oracle Mobile Hub Cloud Service -<br>Request | X                               |               |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.95% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                    | Service Credit Percentage |
|---|---------------------------|
| Less than 99.95% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%  | 25%                       |
| Less than 95.0%                                     | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents
  external connectivity to any of Your instances of such Cloud Service. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.

## 3.6.68 Oracle NoSQL Database Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle NoSQL Database Cloud Service SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

|     |               |   | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|-----|---------------|---|---------------------------------|-------------|--|
| SKU | CLOUD SERVICE | AVAILABILITY MANAGEABI  | MANAGEABILITY                   | PERFORMANCE |  |
| B8  | 19737         | Oracle NoSQL Database Cloud Service -<br>Write - Write Unit Per Month | X                               | Х           |  |

| CIAL   | CLOUD SERVICE   | TYPE OF      | F SERVICE LEVEL AGREEMENT |             |  |
|--------|---|--------------|---------------------------|-------------|--|
| SKU    |   | AVAILABILITY | MANAGEABILITY             | PERFORMANCE |  |
| B89738 | Oracle NoSQL Database Cloud Service -<br>Read - Read Unit Per Month                       | X            | X                         |             |  |
| B89739 | Oracle NoSQL Database Cloud Service -<br>Storage - Gigabyte Storage Capacity Per<br>Month | X            | X                         |             |  |
| B93710 | Oracle NoSQL Database Cloud - Write -<br>Auto - Write Unit Per Month                      | X            | X                         |             |  |
| B93711 | Oracle NoSQL Database Cloud - Read -<br>Auto - Read Unit Per Month                        | X            | X                         |             |  |
| B93712 | Oracle NoSQL Database Cloud - Hosted<br>Environment - Hosted Environment Per<br>Month     | Х            | X                         |             |  |
| B87191 | Oracle NoSQL Database Cloud - Regional<br>Replicated Write - Write Unit Per Month         | Χ            | X                         |             |  |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.995% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                            | Service Credit Percentage |
|--|---------------------------|
| Less than 99.995% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%   | 25%                       |
| Less than 95.0%                                      | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means, on a per Region basis, any time when the applicable Cloud Service has no
  external connectivity. This excludes circumstances resulting directly or indirectly from any
  Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.995% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                     | Service Credit Percentage |
|--|---------------------------|
| Less than 99.995% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0%   | 25%                       |
| Less than 95.0%                                      | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

## 3.6.69 Oracle SOA Suite Cloud Service

The following table indicates which types of Service Level Agreements are applicable to an Oracle SOA Suite Cloud SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIAL   | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|---|---------------------------------|---------------|-------------|
| SKU    |   | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B88160 | Oracle SOA Suite Cloud Service - B2B<br>Adapter for EDI - OCPU per Hour                           | X                               | X             |             |
| B88407 | Oracle SOA Suite Cloud Service - BYOL - OCPU Per Hour   | X                               | X             |             |
| B88460 | Oracle SOA Suite Cloud Service - OCPU<br>Per Hour   | X                               | X             |             |
| B92450 | Oracle SOA Suite for Oracle Cloud<br>Infrastructure - OCPU per Hour                               | X                               | X             |             |
| B92451 | Oracle SOA Suite for Oracle Cloud<br>Infrastructure - with B2B Adapter for EDI<br>- OCPU per Hour | X                               | X             |             |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents external connectivity to any of Your instances of such Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| Monthly Uptime Percentage                          | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the Cloud Services listed above:

"Control Plane UI" means the interface available to You in supported internet browsers that
allows You to perform provisioning, termination, and other lifecycle operations in accordance
with the Service Specifications for the applicable Cloud Service.

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when You are unable to access the Control Plane UI to perform
  operations with the applicable Cloud Service. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

## 3.6.70 Oracle Tuxedo for Oracle Cloud Infrastructure

The following table indicates which types of Service Level Agreements are applicable to an Oracle Tuxedo SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CKII   | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B96582 | Oracle Tuxedo for Oracle Cloud<br>Infrastructure - OCPU Per Hour                                     |                                 | X             |             |
| B96583 | Oracle Tuxedo Enterprise Edition for<br>Oracle Cloud Infrastructure - OCPU Per<br>Hour               |                                 | X             |             |
| B96584 | Oracle Tuxedo Mainframe<br>Modernization Runtimes for Oracle<br>Cloud Infrastructure - OCPU Per Hour |                                 | X             |             |

# **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

"Control Plane UI" means the interface available to You in supported internet browsers that
allows You to perform provisioning, termination, and other lifecycle operations in accordance
with the Service Specifications for the applicable Cloud Service.

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when You are unable to access the Control Plane UI to perform
  operations with the applicable Cloud Service. This excludes circumstances resulting directly or
  indirectly from any Common Exclusion.

#### 3.6.71 Oracle Visual Builder

The following table indicates which types of Service Level Agreements are applicable to an Oracle Visual Builder SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII |              | CLOUD SERVICE   | TYPE OF SERVICE LEVEL AGREEMENT |             |  |
|-------|--------------|---|---------------------------------|-------------|--|
| SKU   | AVAILABILITY |   | MANAGEABILITY                   | PERFORMANCE |  |
|       | B89646       | Oracle Visual Builder Cloud Service -<br>OCPU Per Hour  | Χ                               | X           |  |
|       | B90203       | Oracle Visual Builder Studio - Additional<br>Storage - Gigabyte Storage Capacity Per<br>Month | Х                               | X           |  |

## **Availability Service Level Agreement**

With respect to a Cloud Service listed above for which the Availability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Availability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Availability Service Level Agreement for the applicable Cloud Services listed above:

- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when a problem with the applicable Cloud Service prevents
  external connectivity to any of Your instances of such Cloud Service. This excludes
  circumstances resulting directly or indirectly from any Common Exclusion.

## **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

| <b>Monthly Uptime Percentage</b>                   | Service Credit Percentage |
|--|---------------------------|
| Less than 99.9% but equal to or greater than 99.0% | 10%                       |
| Less than 99.0% but equal to or greater than 95.0% | 25%                       |
| Less than 95.0%                                    | 100%                      |

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Control Plane API Error Rate" means, on a per Availability Domain basis, the percentage value corresponding to: (i) the total number of internal server errors returned by the applicable Cloud Service with an error status of "Internal Service Error" or "Service Unavailable" in a five-minute period during a calendar month divided by, (ii) the total number of Control Plane API requests made to such Cloud Service in such five-minute period. This excludes circumstances resulting directly or indirectly from any Common Exclusion.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the average of the Control Plane API Error Rate for each five-minute period during the applicable calendar month.

# 3.6.72 Oracle ZFS Storage- High Availability

The following table indicates which types of Service Level Agreements are applicable to an Oracle ZFS Storage - High Availability SKU as indicated below by an "X" in the "Type of Service Level Agreement" column:

| CIVII  | CLOUD SERVICE  | TYPE OF SERVICE LEVEL AGREEMENT |               |             |
|--------|--|---------------------------------|---------------|-------------|
| SKU    |  | AVAILABILITY                    | MANAGEABILITY | PERFORMANCE |
| B95410 | Oracle ZFS Storage - High Availability - Instance Per Hour |                                 | X             |             |

# **Manageability Service Level Agreement**

With respect to a Cloud Service listed above for which the Manageability Service Level Agreement under this subsection applies, Oracle will use commercially reasonable efforts to have each such Service available with a Monthly Uptime Percentage (as defined below) of at least 99.9% during any calendar month (the "Service Commitment"). In the event an applicable Cloud Service listed above does not meet its Service Commitment for the Manageability Service Level Agreement under this subsection, You will be eligible to receive Service Credits for such Non-Compliant Service, with the Service Credit Percentage determined as follows:

# **Monthly Uptime Percentage**

**Service Credit Percentage** 

Less than 99.9% but equal to or greater than 99.0%

Less than 99.0% but equal to or greater than 95.0%

Less than 95.0%

10%

The following terms apply to the Manageability Service Level Agreement for the applicable Cloud Services listed above:

- "Browser UI" means the interface available to You in supported internet browsers that allows You to manage the storage and configuration of the ZFS Storage - High Availability service and other lifecycle operations and provides the ability to analyze usage in accordance with the Service Specifications for such Cloud Service.
- "Monthly Uptime Percentage" is calculated by subtracting from 100%, the percentage of minutes during the calendar month in which the applicable Cloud Service was Unavailable (as defined below).
- "Unavailable" means any time when You are unable to access the Browser UI to perform operations with the applicable Cloud Service. This excludes circumstances resulting directly or indirectly from any Common Exclusion.

## 4 ORACLE CLOUD CHANGE MANAGEMENT POLICY

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

# 4.1 Service Change Notification

Oracle will provide You with no less than 12 months advance notice prior to the date when the 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). Oracle will also provide You with no less than 12 months advance notice prior to the date of removing or changing an existing API of a Cloud Service that You have deployed which requires You to materially update the code of Your application(s) which interface(s) with such Cloud Service (i.e., a material break of the API). For clarity, with respect to orders of Oracle Universal Credits for PaaS and laaS or orders under the Oracle Funded Allocation Model, the notification requirement in this section applies only to Cloud Services that You have actually deployed using the application of such Universal Credits or pursuant to the Oracle Funded Allocation Model, as applicable.

# 4.2 Disaster Recovery for Identity Domain

An "Identity Domain" is a component within Your production Oracle Cloud Infrastructure – Identity and Access Management Service which contains data for user profiles, groups, applications, settings, and security that permits identity authentications and certain authorizations for applications and systems. A disaster recovery (DR) plan for Identity Domains has been implemented across all region pairs listed in the "Disaster Recovery Region Pairings" list at https://docs.oracle.com/en-us/iaas/Content/Identity/domains/introduction-identity-domains.htm#disaster\_recovery\_and\_domains (the "Identity Domain DR Region Pair List"). DR for

Identity Domains is a plan to restore the production operations of an affected Identity Domain in the event of a major disaster, as declared by Oracle. If You deploy an Identity Domain in a region indicated on the Identity Domain DR Region Pair List (the "ID Primary Region"), then all data within such Identity Domain will be replicated to its designated paired disaster recovery region (the "ID Disaster Recovery Paired Region"). Other than with respect to the DR for Identity Domains described in this sub-section, You remain solely responsible for implementing disaster recovery and back-up solutions with respect to Your Oracle PaaS and IaaS Public Cloud Services, including with respect to any Identity Domain that You deploy in regions not listed on the Identity Domain DR Region Pair List.

Upon Oracle's declaration of a disaster in an ID Primary Region, Oracle will commence its DR plan to recover any affected Identity Domains that You have deployed in such region. Your Identity Domain(s) in the affected ID Primary Region may be unavailable, and experience data loss and/or performance degradation, up until the DR plan activates the applicable replicated Identity Domain(s) in the associated ID Disaster Recovery Paired Region.

## 5 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.

## 6 ORACLE CLOUD SUSPENSION AND TERMINATION POLICY

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

## 7 ORACLE ALWAYS FREE CLOUD SERVICES

The following sections of the *Oracle Cloud Hosting and Delivery Policies* do not apply to Always Free Cloud Services: Cloud Service Continuity Policy, Cloud Service Level Agreement and Oracle Cloud Support Policy. However, if You use more than just the Free Tier of a multi-tier rate card Cloud Service and commence paying for that applicable Cloud Service, You will receive the benefit of the entire *Oracle Cloud Hosting and Delivery Policies* for all of Your use of that applicable Cloud Service during such a paid subscription period.

Oracle in its sole discretion may remove or modify an Always Free Cloud Service from the Always Free category (a "Removed Service") at any time. With respect to the foregoing, if You are at the time of the removal using the Removed Service, then You may switch to a subscription fee-based version of the Removed Service in order to continue using the applicable Cloud Service.

# 8 SURGE PROTECTOR FOR WEB APPLICATION FIREWALL (WAF)

This Section (Surge Protector for Web Application Firewall (WAF)) applies only to periods during Your subscription (a "WAF Period") where You have acquired and deployed the Oracle Cloud Infrastructure - Web Application Firewall ("WAF") Service and at least one of the following Oracle PaaS and laaS Public Cloud Services (each of the following Cloud Services being referred to as an "Impacted Service" and

collectively, the "Impacted Services")): Oracle Cloud Infrastructure - API Gateway, Oracle Cloud Infrastructure - Functions, and Oracle Cloud Infrastructure - Load Balancer.

## 8.1 Definitions

The following terms apply to this Section 8:

- "DDoS" is a distributed denial of service attack.
- "DDoS Mitigation Specialist" is a member of Oracle's Security Operations Center or Cloud Customer Support team who provides support for Layer 7 DDoS attacks.
- "Excess Consumption" refers to the increased amount of Impacted Services that You consume during a WAF Period due to the automatic scaling of such Impacted Services in response to a Layer 7 DDoS attack on WAF.
- "Layer 7" is defined by the Open Systems Initiative seven-layer model.
- "Layer 7 DDoS" is a DDoS attack at Layer 7 that sends HTTP/HTTPS traffic to consume resources of an Impacted Service.
- "Measured Excess Consumption" is any Excess Consumption that occurs following Your receipt
  of guidance from a DDoS Mitigation Specialist that his/her continued efforts are unlikely to
  prevent further Excess Consumption.
- "OCIDs" are unique identifiers for resources in the Oracle Public Cloud and that contain metadata about the resources.
- "Region" refers to a localized geographic area in which one or more Oracle data centers are located.
- "Service Credit Requests Validation Team" is a group of Oracle engineers and product managers that validates claims of Excess Consumption submitted via Service Requests.
- "Service Request" is a support service request ticket that is submitted into the Support Portal.
- "WAF Service Credits" are credits that equal the total amount of Cloud Service fees that You have paid Oracle for Measured Excess Consumption during a WAF Period.

## 8.2 WAF Service Credits Claims

If during a WAF Period a Layer 7 DDoS attack on Your deployed WAF Services results in You incurring Excess Consumption, then You may seek to receive WAF Service Credits in accordance with the following criteria:

- During the DDoS Layer 7 attack, You must submit a Service Request into the Support Portal, selecting the WAF Services and the applicable DDoS component, to engage a DDoS Mitigation Specialist.
- You must comply with, and implement, all of the DDoS Mitigation Specialist's recommendations, which may include providing the DDoS Mitigation Specialist with control of Your WAF Service deployment during the WAF Period.
- If the DDoS Mitigation Specialist advises You that his/her continued efforts are unlikely to prevent further Excess Consumption, then You may submit a claim for WAF Service Credits either through the Support Portal or by contacting Your Oracle account manager. Your claim must include all the following information:
  - o a detailed description of the circumstances for Your claim;
  - information regarding the time and duration of the Layer 7 DDoS attack that caused the Excess Consumption;
  - the name(s) of the Impacted Services that had Excess Consumption;
  - o the Region in which the applicable Impacted Service(s) had Excess Consumption;

- the names of the relevant OCIDs, including tenancy OCID, compartment(s) OCID, and affected resource OCID(s);
- a description of Your attempts to resolve the issue at the time of occurrence, including information on Your implementation of recommendations received from the DDoS Mitigation Specialist; and
- o relevant documentation/logs (such as audit console and OS events/logs) that can confirm that the applicable Impacted Service(s) experienced Excess Consumption.
- After reviewing Your claim, if the Service Credit Requests Validation Team determines that the
  incident was a valid Layer 7 DDoS attack and that the underlying Impacted Services
  automatically scaled to absorb the attack, Oracle will provide You with WAF Service Credits for
  any Measured Excess Consumption incurred due to such attack.
- WAF Service Credits will be applied as follows:
  - With respect to WAF Services purchased under a Pay as You Go Model, any WAF 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 WAF Service Credits within the calendar month in which the WAF Service Credits are granted. Any unused WAF Service Credits will expire at the end of the calendar month in which the WAF Service Credits are granted and You may not carry those WAF Service Credits over to another month.
  - With respect to WAF Cloud Services purchased pursuant to Oracle Monthly Universal Credits for PaaS and laaS, any WAF Service Credits will be added to Your Universal Credit balance in the monthly credit period (as defined in Your order for such Cloud Services) following Oracle's approval of Your claim. You must use those WAF Service Credits within the monthly credit period in which the WAF Service Credits are granted. Any unused WAF Service Credits will expire at the end of the monthly credit period in which the WAF Service Credits are granted and You may not carry those Service Credits over to another monthly credit period.
  - With respect to WAF Cloud Services purchased pursuant to Oracle Annual Universal Credits for PaaS and IaaS, any WAF Service Credits will be added to Your Universal Credits balance in the calendar month following Oracle's approval of Your claim. You must use those WAF Service Credits within the annual credit period (as defined in Your order for such Cloud Services) in which the WAF Service Credits are granted. Any unused WAF Service Credits will expire at the end of the annual credit period in which the WAF Service Credits are granted and You may not carry those WAF Service Credits over to another annual credit period.
  - WAF Service Credits will be subtracted from Your invoice for Cloud Services under the applicable order in the calendar month following Oracle's approval of Your claim. If at the end of the Services Period in which the WAF Services Credits were granted, You have any remaining unused WAF Service Credits, and You execute a replenishment order for the Funded Allocation Model, then such WAF Service Credits will be carried forward into the replenishment order's Services Period, and subtracted from Your first invoice for Cloud Services acquired under such replenishment order. If at the end of the Services Period in which the WAF Services Credits were granted, You have any remaining unused WAF Service Credits, and You do not execute a replenishment order for the Funded Allocation Model, then Oracle will work with You to either apply such credits towards other Oracle products or services, or refund amounts related to such credits.

- O Notwithstanding the above, WAF Service Credits related to an order for Oracle Monthly or Annual Universal Credits for PaaS and laaS are deemed forfeited where the grant of the WAF Service Credits would fall in a monthly period following the expiration of the Services Period applicable to such order, unless You execute with Oracle a replenishment order for such Oracle Universal Credits whose Services Period covers the relevant monthly period. For the avoidance of doubt, WAF Service Credits will only be granted under this section (Surge Protector For Web Application Firewall (WAF)) for WAF Services that You have actually deployed during the applicable Services Period pursuant to the application of Oracle Monthly or Annual Universal Credits for PaaS and laaS or pursuant to an Oracle Pay as You Go or Funded Allocation Model.
- Other than as stated above, WAF Service Credits may not be used to acquire any Oracle products or services.
- The provision of WAF Service Credits are YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY for any Excess Consumption due to a Layer 7 DDoS attack.
- If as a result of a Layer 7 DDoS attack You would be entitled to receive both Service Credits for the WAF Services or any Impacted Service under Section 3 (Oracle PaaS and IaaS Public Cloud Service Level Agreement Policy) above and WAF Service Credits under this Section 8, You will only receive WAF Service Credits under this Section 8.

## 8.3 Exclusions

WAF Service Credit are not granted for, and the terms of this Section 8 do not apply to:

- Government SKUs,
- any DDoS attack initiated by You, Your Users or agents and contractors, or
- any increased consumption or deployment of any Cloud Services other than the Impacted Services.

# 9 Oracle European Union Sovereign Cloud and Sovereign Operations

Appendix A (Oracle European Union Sovereign Cloud and Sovereign Operations- Additional Terms) to this document applies only to purchases of:

- Oracle European Union Sovereign Cloud and / or
- Oracle European Union Sovereign Operations purchased with Oracle Cloud@Customer offerings (i.e., Exadata Database-Cloud@Customer (ExaDB-C@C)) and delivered from an EUSC data center region.

# Appendix A- Oracle European Union Sovereign Cloud and Sovereign Operations - Additional Terms ("Sovereign Terms")

As specifically noted below, these Sovereign Terms apply only to purchases of:

- Oracle European Union Sovereign Cloud ("EUSC") and / or
- Oracle European Union Sovereign Operations ("EUSO") purchased with Oracle Cloud@Customer offerings (i.e., Exadata Database-Cloud@Customer (ExaDB-C@C)) and delivered from an EUSC data center region.

# 1. Personnel with access to the EUSC data center region(s) – Applies to EUSC and EUSO

- **1.1** EUSC data center regions are operated by, and corresponding support services are provided by EUSC personnel who are:
  - a. residents of the European Union,
  - b. physically located in the European Union when providing services for the EUSC, and
  - c. employed by an EUSC entity.
- **1.2** EUSC personnel with access to the EUSC data center region(s) are required (via their employment contracts) not to share Your Content in an EUSC data center region(s) with any third party or any individual that is not employed or engaged by an EUSC entity and to follow strictly defined procedures if they receive a request for EUSC customer data that originates from a third party. Third parties include other Oracle entities and law enforcement or government agencies outside of the selected EUSC data center region(s).
- **1.3** Directors of EUSC entities are required not to share Your Content stored in an EUSC data center region(s) with any third party or any individual that is not employed or engaged by an EUSC entity and to follow strictly defined and entity-specific procedures should they receive any request for EUSC customer data that originates from a third party. Third parties include other Oracle entities and law enforcement or government agencies outside of the selected EUSC data center region(s).
- **1.4** All EUSC personnel with access to an EUSC data center region(s) are required to complete annual privacy and information protection training, including on data protection principles such as fairness and transparency, purpose limitation, data minimization, accuracy, storage limitation, integrity and confidentiality (security), and accountability.
- **1.5** Oracle enforces physical and logical access restrictions designed to ensure that access to an EUSC data center region(s) is restricted to those personnel who are residents of the European Union.
- **1.6** You acknowledge that where Your Cloud at Customer machine is located outside the European Union, or You connect to on premises equipment or a cloud service operated in the EUSC data center region(s) with another Oracle Cloud Service that is not operated in the same EUSC data center region(s) (e.g., using an Oracle commercial public cloud region for disaster recovery for a Cloud at

Customer offering with EUSO), Your Content may not remain within the EU and these Sovereign Terms shall not apply.

# 2. Government Access Requests - Applies to EUSC and EUSO

- **2.1** Oracle will first seek to notify its customers of government access requests whenever permitted to do so under applicable law. In addition, Oracle will challenge any government request for customer data that we believe is not binding or not applicable under valid law or is otherwise not consistent with our position as a data processor under applicable data protection law. In any event, Oracle will not provide more information than strictly necessary to comply with a legally valid and binding request.
- **2.2** Oracle maintains a Third-Party Information Access Request policy setting forth requirements for all Oracle staff and contractors on how to deal with government access requests, including legal oversight by local teams, procedural steps and training on data protection principles.
- **2.3** Oracle's report on law enforcement access requests can be found at <a href="https://www.oracle.com/legal/law-enforcement-requests-report/">https://www.oracle.com/legal/law-enforcement-requests-report/</a> or such other address as Oracle may designate from time to time.

# 3. EUSC Technical Measures – Applies to EUSC only

- **3.1** The service architecture for the EUSC has been developed such that the EUSC entities operate independently, without the need to transfer Your Content outside of the European Union.
  - a. EUSC data center regions are physically and logically isolated from other Oracle cloud regions. Your Content stored within the EUSC data center region(s) is both physically and logically segregated from customer data stored in any other Oracle cloud region.
  - b. Backups for EUSC services remain within the selected European Union region(s).
  - c. In order to meet the commitments in these Sovereign Terms all content delivery network (CDN) services are disabled for EUSC. CDN services cache content near a user in order to speed the delivery of such content to a user. You acknowledge and agree that disabling CDN services for Your Cloud Services cannot be reversed for the duration of the Services Period. Disabling CDN services may adversely impact the performance of EUSC services, in particular when Your Users are accessing such Services from regions outside the European Union. You acknowledge that Oracle is not responsible for any failure to meet performance standards or other service levels caused by disabled CDN services on EUSC services.
- **3.2** To facilitate Oracle's operation and delivery of the Services pursuant to Your order and the Oracle agreement referenced therein, Oracle may compile or generate tenant billing, telemetry, and capacity data from the Services to confirm compliance with licensing and other terms of use and to monitor and test system use and performance ("Integral Operations"). In accordance with the Oracle agreement referenced in Your order for the Services, data collected for Integral Operations (i) may be transferred from the EUSC region(s) for the sole purposes described in this paragraph and in

accordance with the Oracle agreement referenced in Your order for the Services; (ii) will be protected in accordance with the Oracle agreement referenced in Your order for the Services; and (iii) will be deleted once no longer required for such purposes.

- **3.3** You acknowledge that Third Party Services (e.g., Twilio) may be integrated with Your Cloud Services in the EUSC data center region(s), and to the extent You select a Cloud Service that integrates with Third Party Services, the processing of data may not remain within the selected EUSC data center region(s) and these Sovereign Terms shall not apply.
- **3.4** You acknowledge that where Your technical contacts are located outside the European Union, or You connect a cloud service in the EUSC data center region(s) with another Oracle Cloud Service that is not hosted in the same EUSC data center region(s) (e.g., using an Oracle commercial public cloud region for disaster recovery for an EUSC data center region), Your Content may not remain within the EUSC data center region(s) and these Sovereign Terms shall not apply.

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