



GENERAL TERMS- Public Sector

Oracle General Terms Reference:

US-GMA-FEC-80084797

These General Terms (these “General Terms”) are between Oracle America, Inc. (“Oracle”) and the entity identified below in the signature block. To place orders subject to these General Terms, at least one Schedule (as defined below) must be incorporated into these General Terms. If a term is relevant only to a specific Schedule, that term will apply only to that Schedule if and/or when that Schedule is incorporated into these General Terms.

1. DEFINITIONS

1.1 “**Hardware**” refers to the computer equipment, including components, options and spare parts.

1.2 “**Integrated Software**” refers to any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to You by Oracle under Schedule H and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with Your Hardware. Integrated Software does not include and You do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. For specific Hardware, Integrated Software includes Integrated Software Options (as defined in Schedule H) separately ordered.

1.3 “**Master Agreement**” refers to these General Terms (including any amendments thereto) and all Schedule(s) incorporated into the Master Agreement (including any amendments to those incorporated Schedule(s)). The Master Agreement governs Your use of the Products and Service Offerings ordered from Oracle or an authorized reseller.

1.4 “**Operating System**” refers to the software that manages Hardware for Programs and other software.

1.5 “**Products**” refers to Programs, Hardware, Integrated Software and Operating System.

1.6 “**Programs**” refers to (a) the software owned or distributed by Oracle that You have ordered under Schedule P, (b) Program Documentation and (c) any Program updates acquired through technical support. Programs do not include Integrated Software or any Operating System or any software release prior to general availability (e.g., beta releases).

1.7 “**Program Documentation**” refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

1.8 “**Schedule**” refers to all Oracle Schedules to these General Terms as identified in Section 2.

1.9 “**Separate Terms**” refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.

1.10 “**Separately Licensed Third Party Technology**” refers to third party technology that is licensed under Separate Terms and not under the terms of the Master Agreement.

1.11 “**Service Offerings**” refers to technical support, education, hosted/outsourcing services, cloud services, consulting, advanced customer support services, or other services which You have ordered. Such Service Offerings are further described in the applicable Schedule.

1.12 “**You**” and “**Your**” refers to the entity that has executed these General Terms.

2. MASTER AGREEMENT TERM AND APPLICABLE SCHEDULES

Orders may be placed under the Master Agreement for five years from the Effective Date (indicated below in Section 17). As of the Effective Date, the following Schedules are incorporated into the Master Agreement: Schedule C – Cloud Services, Schedule H – Hardware, Schedule P – Programs, and Schedule S – Services, and Schedule LVM – Oracle Linux and Oracle VM Service Offerings.

The Schedules set forth terms and conditions that apply specifically to certain types of Oracle offerings which may be different than, or in addition to, these General Terms.

3. SEGMENTATION

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

4. OWNERSHIP

Oracle or its licensors retain all ownership and intellectual property rights to the Programs, Operating System, Integrated Software and anything developed or delivered under the Master Agreement.

5. INDEMNIFICATION

5.1 To the extent not prohibited by law and subject to sections 5.5, 5.6 and 5.7 below, if a third party makes a claim against either You or Oracle (“Recipient” which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, data, hardware, or material (collectively, “Material”) furnished by either You or Oracle (“Provider” which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party’s intellectual property rights, the Provider, at the Provider’s sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defense and any settlement negotiations, to the extent permitted by law; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

5.2 If the Provider believes or it is determined that any of the Material may have violated a third party’s intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any fees the Recipient may have paid to the other party for it and, if Oracle is the Provider of an infringing Program, any unused, prepaid technical support fees You have paid to Oracle for the license of the infringing Program. If such return materially affects Oracle’s ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.

5.3 Notwithstanding the provisions of section 5.2 and with respect to hardware only, if the Provider believes or it is determined that the hardware (or portion thereof) may have violated a third party’s intellectual property rights, the Provider may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may remove the applicable hardware (or portion thereof) and refund the net book value and, if Oracle is the Provider of infringing Hardware, any unused, prepaid technical support fees You have paid to Oracle for the Hardware.

5.4 In the event that the Material is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Program associated with that Separately Licensed Third Party Technology and shall refund any Program license fees You may have paid to Oracle for the Program license and any unused, prepaid technical support fees You have paid to Oracle for the Program license.

5.5 Provided You are a current subscriber to Oracle technical support services for the Operating System (e.g., Oracle Premier Support for Systems, Oracle Premier Support for Operating Systems or Oracle Linux Premier Support), then for the period of time for which You were a subscriber to the applicable Oracle technical support services (a) the phrase "Material" above in section 5.1 shall include the Operating System and the Integrated Software and any Integrated Software Options that You have licensed and (b) the phrase "Program(s)" in this section 5 is replaced by the phrase "Program(s) or the Operating System or Integrated Software or Integrated Software Options (as applicable)" (i.e., Oracle will not indemnify You for Your use of the Operating System and/or Integrated Software and/or Integrated Software Options when You were not a subscriber to the applicable Oracle technical support services). Notwithstanding the foregoing, with respect solely to the Linux operating system, Oracle will not indemnify You for Materials that are not part of the Oracle Linux covered files as defined at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>.

5.6 The Provider will not indemnify the Recipient if the Recipient alters Material or uses it outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of Material which was provided to the Recipient, or if the Recipient continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Program and that is used: (a) in unmodified form; (b) as part of or as required to use a Program; and (c) in accordance with the license grant for the relevant Program and all other terms and conditions of the Master Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Program under the terms of the Master Agreement. Oracle will not indemnify You for infringement caused by Your actions against any third party if the Program(s) as delivered to You and used in accordance with the terms of the Master Agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.

5.7 This section provides the parties' exclusive remedy for any infringement claims or damages.

6. TERMINATION

6.1 If either of us breaches a material term of the Master Agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate the Master Agreement. If Oracle terminates the Master Agreement as specified in the preceding sentence, You must pay within 30 days all amounts which have accrued prior to such termination, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under the Master Agreement plus related taxes and expenses. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Products or Service Offerings ordered.

6.2 You may terminate this Master Agreement at any time without cause by giving Oracle 30 days prior written notice of such termination. If You end this Master Agreement as specified in the preceding sentence, You agree You must pay within 30 days all amounts which have accrued prior to the end of this Master Agreement, as well as all sums remaining unpaid for Products ordered and/or Service Offerings received under this Master Agreement plus applicable related taxes and expenses (if any).

6.3 If You have used a contract with Oracle or an affiliate of Oracle to pay for the fees due under an order and You are in default under that contract, You may not use the Products and/or Service Offerings that are subject to such contract.

6.4 Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

7. FEES AND TAXES; PRICING, INVOICING AND PAYMENT OBLIGATION

7.1 All fees payable to Oracle are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Products and/or Service Offerings You ordered, except for taxes based on Oracle's income. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services.

7.2 You understand that You may receive multiple invoices for the Products and Service Offerings You ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>, a current version of which is attached here as Exhibit C for reference purposes only.

8. NONDISCLOSURE

8.1 By virtue of the Master Agreement, the parties may have access to information that is confidential to one another (“**Confidential Information**”). We each agree to disclose only information that is required for the performance of obligations under the Master Agreement. Confidential Information shall be limited to all information clearly identified as confidential at the time of disclosure.

8.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

8.3 Subject to applicable law, we each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under the Master Agreement. Nothing shall prevent either party from disclosing the terms or pricing under the Master Agreement or orders submitted under the Master Agreement in any legal proceeding arising from or in connection with the Master Agreement or disclosing the Confidential Information to a governmental entity as required by law. In the event You receive a valid request for Oracle's Confidential Information pursuant to applicable law, You will provide Oracle with reasonable notice of such request and give Oracle an opportunity to object to or limit any such disclosure.

8.4 To the extent You provide personal information to Oracle as part of any Service Offerings You have ordered under the Master Agreement, Oracle will comply with:

- a. the relevant Oracle privacy policies applicable to the Service Offerings, available at <http://www.oracle.com/us/legal/privacy/overview/index.html> a current version of which is attached here as Exhibit E for reference purposes only;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Data Processing Agreement for Oracle Services (the “Data Processing Agreement”). The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>, a current version of which is attached here as Exhibit D for reference purposes only and is incorporated herein by reference. The Data Processing Agreement does not apply to education services and Oracle Data Cloud services under Schedule D. Your order for Service Offerings may also contain additional or more specific privacy terms.

9. ENTIRE AGREEMENT

9.1 You agree that the Master Agreement and the information which is incorporated into the Master Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, are the complete agreement for the Products and/or Service Offerings ordered by You and supersede all prior or contemporaneous agreements or representations, written or oral, regarding such Products and/or Service Offerings.

9.2 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal or any other similar non-Oracle document and no terms included in any such purchase order, portal or other non-Oracle document shall apply to the Products and/or Service

Offerings ordered. In the event of inconsistencies between the terms of any Schedule and these General Terms, the Schedule shall take precedence. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence. The Master Agreement and orders may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. Any notice required under the Master Agreement shall be provided to the other party in writing.

10. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE UNDER THE SCHEDULE GIVING RISE TO THE LIABILITY, AND IF SUCH DAMAGES RESULT FROM YOUR USE OF PRODUCTS OR SERVICE OFFERINGS, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PRODUCT OR SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

11. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Products. You agree that such export laws govern Your use of the Products (including technical data) and any Service Offerings deliverables provided under the Master Agreement, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, Product and/or materials resulting from Service Offerings (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

12. FORCE MAJEURE

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export, import or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of us may cancel unperformed Service Offerings and affected orders upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for Products and Service Offerings ordered or delivered.

13. GOVERNING LAW AND JURISDICTION

The Master Agreement is governed by the laws of the State of California.

14. NOTICE

If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification section of these General Terms, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway, Redwood City, California, United States 94065, Attention: General Counsel, Legal Department.

15. ASSIGNMENT

You may not assign the Master Agreement or give or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings or an interest in them to another individual or entity. If You grant a security interest in the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Programs, Operating System, Integrated Software and/or any Service Offerings deliverables, and if You decide to finance Your acquisition of any Products and/or any Service Offerings, You will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights You may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

16. OTHER

16.1 Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance.

16.2 If any term of the Master Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of the Master Agreement.

16.3 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to the Master Agreement may be brought by either party more than two years after the cause of action has accrued.

16.4 Products and Service Offerings deliverables are not designed for or specifically intended for use in nuclear facilities or other hazardous applications. You agree that it is Your responsibility to ensure safe use of Products and Service Offerings deliverables in such applications.

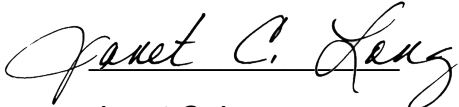
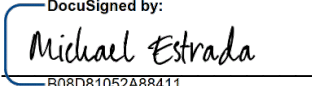
16.5 If requested by an authorized reseller on Your behalf, You agree Oracle may provide a copy of the Master Agreement to the authorized reseller to enable the processing of Your order with that authorized reseller.

16.6 You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner unless (i) the business partner is providing services as an Oracle subcontractor in furtherance of an order placed under the Master Agreement and (ii) only to the same extent as Oracle would be responsible for the performance of Oracle resources under that order.

16.7 For software (i) that is part of Programs, Operating Systems, Integrated Software or Integrated Software Options (or all four) and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

17. MASTER AGREEMENT EFFECTIVE DATE


The Effective Date of the Master Agreement is _____. (to be completed by Oracle)

| | | | |
|--|---|--|---|
| Pinellas County ("You" or "County") | | Oracle America, Inc. ("Oracle" or "Contractor") | |
| Signature |  | Signature |  |
| Name | <u>Janet C. Long</u> | Name | <u>Michael Estrada</u> |
| Title | <u>Chair</u> | Title | <u>NAMER Sr Contracts Manager</u> |
| Signature Date | <u>January 31, 2023.</u> | Signature Date | <u>03-Jan-2023 8:14 AM PST</u> |

APPROVED AS TO FORM

By: Keiah Townsend
Office of the County Attorney

ATTEST: KEN BURKE, CLERK

By: 





Schedule C – Cloud Services – Public Sector

| | |
|--|----------------------------------|
| Oracle America, Inc. | ("Oracle", "we", "us", or "our") |
| 500 Oracle Parkway Redwood Shores, CA 94065 | |

| | |
|---------------------------------|--------------------|
| Your Name ("You"): | Pinellas County |
| General Terms Reference: | US-GMA-FEC-0084797 |
| Schedule Reference: | Schedule C – Cloud |

This Public Sector Cloud Services Schedule (this "Schedule C") is a Schedule to the Oracle Public Sector Master Agreement General Terms ("General Terms") referenced above. This Schedule C shall coterminate with the General Terms. For purposes of the Services under this Schedule C, the General Terms and this Schedule C constitute, collectively, the "Master Agreement"; other Schedules to the General Terms, such as Schedule P (Program Schedule), do not apply to the Services ordered under this Schedule C.

1. USE OF THE SERVICES

1.1 Oracle will make the Oracle services listed in Your order (the "Services") available to You pursuant to the Master Agreement and Your order. Except as otherwise stated in the Master Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with the Master Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with the Master Agreement and Your order.

1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.

1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking, or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in the Master Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

2. FEES AND PAYMENT

2.1 Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement or Your order. Fees for Services listed in an order are exclusive of taxes and expenses.

2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under the Master Agreement.

3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.

3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with the Master Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.

3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download or copy any part of the Services (including data structures or similar materials produced by programs); (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by the Master Agreement or Your order.

4. NONDISCLOSURE

Your Content residing in the Services will be considered Confidential Information subject to the terms of this section, Section 8 of the General Terms and Your order. Oracle will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Oracle will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

5. PROTECTION OF YOUR CONTENT

5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

- a. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>, a current version of which is attached here as Exhibit C for reference purposes only; and
- b. the applicable version of the *Data Processing Agreement for Oracle Services* (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>, a current version of which is attached here as Exhibit D for reference purposes only, and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of the Master Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services)

designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

6.1 Each party represents that it has validly entered into the Master Agreement and that it has the power and authority to do so. We warrant that during the Services Period, we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).

6.2 WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

6.3 FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES PAID FOR THE DEFICIENT SERVICES FOR THE PERIOD OF TIME DURING WHICH THE SERVICES WERE DEFICIENT.

6.4 TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY

7.1 IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THE MASTER AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.

7.2 IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THE MASTER AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.

8. ADDITIONAL INFRINGEMENT INDEMNIFICATION TERMS

8.1 If Oracle is the Provider and exercises its option under Section 5.2 of the General Terms to end the license for and require the return of Material that is a component of the Services, including Oracle Software, then Oracle will refund any unused, prepaid fees that You have paid for such Material. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

8.2 We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.3 The phrase "user documentation" in the first sentence of Section 5.6 of the General Terms includes the Service Specifications referenced in Your order for Services.

9. TERM AND TERMINATION

9.1 Services shall be provided for the Services Period defined in Your order. Notwithstanding anything to the contrary in the Service Specifications, the Services You order will not be automatically renewed.

9.2 We may suspend Your or Your Users' access to, or use of, the Services if we believe that: (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this section shall not excuse You from Your obligation to make payments under the Master Agreement.

9.3 If either of us breaches a material term of the Master Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If Oracle terminates any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under the Master Agreement, You may not use those Services ordered.

9.4 You may terminate this Schedule at any time without cause by giving Oracle 30 days prior written notice of such termination. Termination of this Schedule will not affect orders that are outstanding at the time of termination. Those orders will be performed according to their terms as if this Schedule were still in full force and effect. However, those orders may not be renewed or extended subsequent to termination of this Schedule.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for such Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. We disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period; and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc. depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under the Master Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under the Master Agreement or the applicable order, and You will not be entitled to any refund,

credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.

11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.

11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of the Master Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by the Master Agreement.

12. ADDITIONAL EXPORT TERMS

You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. ADDITIONAL NOTICE TERMS

13.1 Any notice required under the Master Agreement shall be provided to the other party in writing as specified in Section 14 of the General Terms.

13.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

14. OTHER

14.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.

14.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our

subcontractor on an engagement ordered under the Master Agreement and, if so, then only to the same extent as we would be responsible for our resources under the Master Agreement.

14.3 Prior to entering into an order governed by the Master Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

14.4 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your use of Cloud Services to ensure Your use of the Cloud Services is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. Oracle shall comply with reasonable security and safety rules, policies, and procedures ("security rules") while performing any such audit, provided that (i) such security rules are applicable to the performance of the audit; (ii) You make such security rules available to Oracle prior to the commencement of the audit; and (iii) such security rules do not modify or amend the terms and conditions of this Agreement or the applicable order(s).

You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of section 4 (Nondisclosure) of this Schedule C.

Any usage in excess of Your rights under the applicable order(s) shall be considered a change to the scope of services of the applicable order(s) and You shall be responsible for paying the additional fees related to use of the Services in excess of Your rights. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

14.5 It is expressly agreed that the terms of the Master Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Master Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. The Master Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by the Master Agreement. The Uniform Computer Information Transactions Act does not apply to the Master Agreement or to orders placed under it.

15. AGREEMENT DEFINITIONS

15.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.

15.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

15.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Schedule C; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

15.4 "**Third Party Content**" means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries,

dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle provided tools.

15.5 **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with the Master Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Cloud Services to interact with You, such third parties will be considered “Users” subject to the terms of the Master Agreement and Your order.

15.6 **“Your Content”** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under the Master Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content”. Your Content includes any Third Party Content that is brought by You into the Services, by Your use of the Services or any Oracle provided tools.

15.7 Capitalized terms used but not defined in this Schedule C have the meanings set forth in the General Terms.



**Public Sector
Schedule H – Hardware**

Oracle America, Inc. ("Oracle")

**500 Oracle Parkway Redwood Shores, CA
94065**

| | |
|---------------------------------|---------------------|
| Your Name: | Pinellas County |
| General Terms Reference: | US-GMA-FEC-80084797 |

This Public Sector Hardware Schedule (this "Schedule H") is a Schedule to the General Terms referenced above. The General Terms and this Schedule H, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule H shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" for the Hardware, Operating System and Integrated Software refers to the date the Hardware is delivered. For Integrated Software Options, the Commencement Date refers to the date the Hardware is delivered or the effective date of the order if shipment of Hardware is not required.

1.2 "**Integrated Software Options**" refers to software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that You must separately order. Such separate order will set forth the fees for the Integrated Software Options You are ordering. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules.

1.3 Capitalized terms used but not defined in this Schedule H have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Your Hardware order consists of the following items: Operating System (as defined in Your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until You separately order them and pay the fees as set forth in and in accordance with such order.

2.2 You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) delivered with the Hardware. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the Operating System and any Operating System updates acquired through technical support only as incorporated in, and as part of, the Hardware.

2.3 You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of this Schedule H and the applicable documentation. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of, the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that You separately order subject to the terms of this Schedule H, the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated in and made a part of this Schedule H. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand Your license right to any Integrated Software Options that You separately order, You need to review the Integrated Software Options License Rules. In the event of any conflict between

the Master Agreement and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.

2.4 The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; Your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by the Master Agreement including this Schedule H. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software, and Integrated Software Options.

2.5 Upon payment for Hardware-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under this Schedule H ("deliverables"); however, certain deliverables may be subject to additional license terms which are provided in the order.

3. RESTRICTIONS

3.1 You may only make copies of the Operating System, Integrated Software and Integrated Software Options for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the Operating System, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless required by law for interoperability) the Operating System or Integrated Software.

3.2 You acknowledge that to operate certain Hardware, Your facility must meet a minimum set of requirements as described in the Hardware documentation. Such requirements may change from time to time, as communicated by Oracle to You in the applicable Hardware documentation.

3.3 The prohibition on the assignment or transfer of the Operating System or any interest in it under section 15 of the General Terms shall apply to all Operating Systems licensed under this Schedule H, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

Oracle may include additional Programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those Programs unless You have a license specifically granting You the right to do so; however, You may use those additional Programs for trial, non-production purposes for up to 30 days from the date of delivery provided that You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 Oracle Hardware and Systems Support acquired with Your order may be renewed annually and, if You renew Oracle Hardware and Systems Support for the same systems and same configurations, for the first and second renewal years the technical support fee will not increase by more than 4% over the prior year's fees.

5.2 If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the technical support services. The Oracle Hardware and Systems Support Policies are incorporated in this Schedule H and are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of technical support services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into the order for technical support services. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://oracle.com/contracts>.

5.3 Oracle Hardware and Systems Support is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

6. HARDWARE-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Hardware-related Service Offerings under this Schedule H as listed in the Hardware-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the Hardware, (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media", and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to You. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to You. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("Warranty Web Page"). Any changes to the Oracle Hardware Warranty specified on the Warranty Web Page will not apply to Hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to Hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The Hardware may be new or like new. The Oracle Hardware Warranty applies to Hardware that is new and Hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

7.2 Oracle also warrants that technical support services and Hardware-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule H will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

7.4 Replacement units for defective parts or Hardware Items replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the Hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or Hardware Items shall transfer back to Oracle upon removal from the Hardware.

7.5 ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.

7.6 No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options or media which has been:

- a. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware);
- b. maltreated or used in a manner other than in accordance with the relevant documentation;
- c. repaired by any third party in a manner which fails to meet Oracle's quality standards;
- d. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
- e. used with equipment or software not covered by an Oracle warranty, to the extent that the problems are attributable to such use;
- f. relocated, to the extent that problems are attributable to such relocation;
- g. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- h. used by parties appearing on the then-current U.S. export exclusion list;
- i. relocated to countries subject to U.S. trade embargo or restrictions;
- j. used remotely to facilitate any activities for parties or in the countries referenced in 7.6(h) and 7.6(i) above; or
- k. purchased from any entity other than Oracle or an Oracle authorized reseller.

7.7 The Oracle Hardware Warranty does not apply to normal wear of the Hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the Hardware and may be void in the event that title to the Hardware is transferred to a third party.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Operating System, Integrated Software and Integrated Software Options. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Operating System, Integrated Software and Integrated Software Options in excess of Your license rights. If You do not pay, Oracle can end (a) Service Offerings (including technical support) related to the Operating System, Integrated Software and Integrated Software Options, (b) licenses of the Operating System, Integrated Software and Integrated Software Options ordered under this Schedule H and related agreements and/or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery, Installation and Acceptance of Hardware

9.1.1 You are responsible for installation of the Hardware unless You purchase installation services from Oracle for that Hardware.

9.1.2 Oracle will deliver the Hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of Your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by You on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified on the order and the delivery terms in the Order and Delivery Policies that are applicable to Your country of destination will apply.

9.1.3 Acceptance of the Hardware is deemed to occur on delivery.

9.1.4 Oracle may make and invoice You for partial deliveries.

9.1.5 Oracle may make substitutions and modifications to the Hardware that do not cause a material adverse effect in overall Hardware performance.

9.1.6 Oracle will use its reasonable commercial efforts to deliver the Hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of Hardware that You have ordered.

9.2 Delivery and Installation of Integrated Software Options

9.2.1 You are responsible for installation of the Integrated Software Options unless the Integrated Software Options have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for the Integrated Software Options.

9.2.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Integrated Software Options listed in the order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the Integrated Software Options and related documentation for the Integrated Software Options listed. Provided that You have continuously maintained technical support for the listed Integrated Software Options, You may continue to download the Integrated Software Options and related documentation. Please be advised that not all Integrated Software Options are available on all Hardware/Operating System combinations. For the most recent Integrated Software Options availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Integrated Software Options under the applicable order, electronic download or otherwise.

9.3 Transfer of Title

Title to the Hardware will transfer upon delivery.

9.4 Territory

The Hardware shall be installed in the country/countries that You specify as the delivery location on Your purchasing document or when Your purchasing document does not indicate a ship to address, the location specified in the order.

9.5 Pricing, Invoicing, and Payment Obligation

9.5.1 You may change a Hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

9.5.2 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Hardware, Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.5.3 Hardware and Integrated Software Options fees are invoiced as of the respective Commencement Dates.

9.5.4 Hardware-related Service Offering fees are invoiced after performance of the Hardware-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Hardware-related Service Offerings is effective upon the Commencement Date of the Hardware or upon the effective date of the order if shipment of Hardware is not required.

9.5.5 In addition to the prices listed on the order, Oracle will invoice You for any applicable freight charges or applicable taxes, and You will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.



**Public Sector
Schedule P - Program**

Oracle America, Inc. ("Oracle")

500 Oracle Parkway
Redwood Shores, CA 94065

| | |
|---------------------------------|---------------------|
| Your Name: | Pinellas County |
| General Terms Reference: | US-GMA-FEC-80084797 |

This Public Sector Program Schedule (this "Schedule P") is a Schedule to the General Terms referenced above. The General Terms and this Schedule P, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule P shall coterminate with the General Terms.

1. DEFINITIONS

1.1 "**Commencement Date**" refers to the date of shipment of tangible media or the effective date of the order if shipment of tangible media is not required.

1.2 Capitalized terms used but not defined in this Schedule P have the meanings set forth in the General Terms.

2. RIGHTS GRANTED

2.1 Upon the full signing of Your order by both Oracle and You, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in the order), limited right to use the Programs and receive any Program-related Service Offerings You ordered solely for Your internal operations and subject to the terms of the Master Agreement, including the definitions and rules set forth in the order and the Program Documentation.

2.2 Upon payment for Program-related Service Offerings, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule P ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.3 You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Programs and deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule P in such use. For Programs that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under the General Terms and this Schedule P.

2.4 You may make a sufficient number of copies of each Program for Your licensed use and one copy of each Program media.

3. RESTRICTIONS

3.1 The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Master Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Master Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of the Master Agreement.

If You are permitted under an order to distribute the Programs, You must include with the distribution all such notices and any associated source code for Separately Licensed Third Party Technology as specified, in the

form and to the extent such source code is provided by Oracle, and You must distribute Separately Licensed Third Party Technology under Separate Terms (in the form and to the extent Separate Terms are provided by Oracle). Notwithstanding the foregoing, Your rights to the Programs are solely limited to the rights granted in Your order.

3.2 You may not:

- a. remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;
- b. make the Programs or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Program license or materials from the Service Offerings you have acquired);
- c. cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs);
- d. disclose results of any Program benchmark tests without Oracle's prior written consent, except as required by applicable law, provided that You give Oracle prior notice and an opportunity to oppose such disclosure (unless prohibited by law).

3.3 The prohibition on the assignment or transfer of the Programs or any interest in them under section 15 of the General Terms shall apply to all Programs licensed under this Schedule P, except to the extent that such prohibition is rendered unenforceable under applicable law.

4. TRIAL PROGRAMS

You may order trial Programs, or Oracle may include additional Programs with Your order which You may use for trial, non-production purposes only. You may not use the trial Programs to provide or attend third party training on the content and/or functionality of the Programs. You have 30 days from the Commencement Date to evaluate these Programs. To use any of these Programs after the 30 day trial period, You must obtain a license for such Programs from Oracle or an authorized reseller. If You decide not to obtain a license for any Program after the 30 day trial period, You will cease using and promptly delete any such Programs from Your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these Programs.

5. TECHNICAL SUPPORT

5.1 For purposes of an order, technical support consists of Oracle's annual technical support services You may have ordered from Oracle or an authorized reseller for the Programs. If ordered, annual technical support (including first year and all subsequent years) is provided under Oracle's technical support policies in effect at the time the technical support services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the technical support services. The technical support policies are incorporated in this Schedule P and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for technical support have been paid. You should review the policies prior to entering into the order for the applicable technical support services. You may access the current version of the technical support policies at <http://oracle.com/contracts>.

5.2 Software Update License & Support (or any successor technical support offering to Software Update License & Support, "SULS") acquired with Your order may be renewed annually and, if You renew SULS for the same number of licenses for the same Programs, for the first and second renewal years the fee for SULS will not increase by more than 4% over the prior year's fees. If Your order is fulfilled by an authorized reseller, the fee for SULS for the first renewal year will be the price quoted to You by Your authorized reseller; the fee for SULS for the second renewal year will not increase by more than 4% over the prior year's fees.

5.3 If You decide to purchase technical support for any Program license within a license set, You are required to purchase technical support at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if You agree to terminate that subset of licenses. The technical support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. Oracle's license set definition is available in the current technical support policies. If You

decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

6. PROGRAM-RELATED SERVICE OFFERINGS

In addition to technical support, You may order a limited number of Program-related Service Offerings under this Schedule P as listed in the Program-Related Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings provided may be related to Your license to use Programs owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Programs.

7. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

7.1 Oracle warrants that a Program licensed to You will operate in all material respects as described in the applicable Program Documentation for a period of one year after delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any Program warranty deficiency within one year after delivery. Oracle also warrants that technical support services and Program-related Service Offerings (as referenced in section 6 above) ordered and provided under this Schedule P will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Program-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Program-related Service Offerings.

7.2 ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

7.3 FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE PROGRAM LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROGRAM-RELATED SERVICE OFFERINGS.

7.4 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Programs to ensure Your use of the Programs is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Such assistance shall include, but shall not be limited to, the running of Oracle data measurement tools on Your servers and providing the resulting data to Oracle. Oracle shall comply with reasonable security and safety rules, policies, and procedures, including but not limited to any facility or system access rules applicable to outside parties ("security rules") while performing any such audit, provided that such security rules are applicable to the performance of the audit; You make such security rules available to Oracle prior to the commencement of the audit; and such security rules do not modify or amend the terms and conditions of the Master Agreement or the applicable order. If the audit identifies non-compliance, You shall be responsible for remedying such non-compliance, which may include, without limitation, the payment of any fees for additional licenses for Programs or the discontinuation of noncompliant use. If the remedy requires You to pay fees, You will submit a contract modification to document the amount of such fees. The performance of the audit and non-public data obtained during the audit

(including findings or reports that result from the audit) shall be subject to the provisions of section 8 (Nondisclosure) of the General Terms. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1 Delivery and Installation

9.1.1 You are responsible for installation of the Programs unless the Programs have been pre-installed by Oracle on the Hardware You are purchasing under the order or unless You purchase installation services from Oracle for those Programs.

9.1.2 Oracle has made available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> the Programs listed in the Programs and Program Support Service Offerings section of the applicable order. Through the Internet URL, You can access and electronically download to Your location the latest production release as of the effective date of the applicable order of the software and related Program Documentation for each Program listed. Provided that You have continuously maintained technical support for the listed Programs, You may continue to download the Programs and related Program Documentation. Please be advised that not all Programs are available on all hardware/operating system combinations. For the most recent Program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation with respect to Programs under the applicable order, electronic download or otherwise unless otherwise stated in Your Order.

9.1.3 If ordered, Oracle will deliver the tangible media to the delivery address specified on the applicable order. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add.

9.2 Territory

The Programs shall be used in the United States.

9.3 Pricing, Invoicing and Payment Obligation

9.3.1 In entering into payment obligations under an order, You agree and acknowledge that You have not relied on the future availability of any Program or updates. However, (a) if You order technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the Master Agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to You under an order and the Master Agreement.

9.3.2 Program fees are invoiced as of the Commencement Date.

9.3.3 Program-related Service Offering fees are invoiced after the performance of the Program-related Service Offering performance; specifically, technical support fees are invoiced quarterly in arrears. The period of performance for all Program-related Service Offerings is effective upon the Commencement Date.

9.3.4 In addition to the prices listed on the order, and unless specified otherwise in Your Order, Oracle will invoice You for any applicable shipping charges or applicable taxes and You will be responsible for such charges and taxes.



**Public Sector
Schedule S - Services**

Oracle America, Inc. ("Oracle")
500 Oracle Parkway
Redwood Shores, CA 94065

| | |
|---------------------------------|---------------------|
| Your Name: | Pinellas County |
| General Terms Reference: | US-GMA-FEC-80084797 |

This Public Sector Services Schedule (this "Schedule S") is a Schedule to the General Terms referenced above. The General Terms and this Schedule S, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule S shall coterminate with the General Terms.

1. DEFINITIONS

1.1 **"Services"** refers to consulting, advanced customer support services, education or other services which you have ordered from Oracle under this Schedule S.

1.2 Capitalized terms used but not defined in this Schedule S have the meanings set forth in the General Terms.

2. RIGHTS GRANTED / RESTRICTIONS

2.1 Upon payment for Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal operations anything developed by Oracle and delivered to You under this Schedule S ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.

2.2 You may allow Your agents and contractors (including, without limitation, outsourcers) to use deliverables for Your internal operations and You are responsible for their compliance with the General Terms and this Schedule S in such use.

2.3 Services provided may be related to Your license to use Products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such Products.

3. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

3.1 Oracle warrants that Services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient Services.

3.2 FOR ANY BREACH OF THE WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT SERVICES.

3.3 TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



Schedule LVM – Oracle Linux and Oracle VM Service Offerings

Oracle America, Inc. (“Oracle”)
500 Oracle Parkway
Redwood Shores, CA 94065

| | |
|---------------------------------|---------------------|
| Your Name: | Pinellas County |
| General Terms Reference: | US-GMA-FEC-80084797 |

This Oracle Linux and Oracle VM Services Schedule (this “Schedule LVM”) is a Schedule to the General Terms referenced above. The General Terms and this Schedule LVM, together with any other Schedules that reference the General Terms, are the Master Agreement. This Schedule LVM shall coterminate with the General Terms.

1. DEFINITIONS

1.1 “**Covered Programs**” is defined as the specific set of software products listed on the document titled Oracle Linux and Oracle VM Included Files (available at <http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf>) for which You have ordered Oracle Linux/ Oracle VM Service Offering(s), including any related program documentation and patches and bug fixes acquired through such Oracle Linux/ Oracle VM Service Offering(s).

1.2 “**Oracle Linux Service Offering(s)**” and “**Oracle VM Service Offering(s)**” (collectively, “**Oracle Linux/Oracle VM Service Offering(s)**”) refer to Oracle Linux and Oracle VM support services respectively and Oracle Linux/Oracle VM-related Service Offerings(s) as defined under the Oracle Linux and Oracle VM support policies.

1.3 “**Oracle Linux/Oracle VM Term(s)**” is defined as the duration for which You have acquired the applicable Oracle Linux/Oracle VM Service Offering(s).

1.4 “**Physical CPU(s)**” is defined as each monolithic integrated circuit responsible for executing a System’s Covered Programs. A monolithic integrated circuit with multiple cores or hyperthreading is counted as a single Physical CPU when determining the total number of Physical CPUs in a System.

1.5 “**Supported System(s)**” is defined as a System to which You apply or intend to apply Oracle Linux/Oracle VM Service Offering(s) received from Oracle at the specified service level in Your order, including but not limited to updates, patches, fixes, security alerts, work arounds, configuration, installation assistance (for Oracle VM, Support System(s) includes Oracle VM Manager)

1.6 “**System(s)**” is defined as the computer on which the Oracle Linux programs and/or Oracle VM Server programs are installed. Where computers/blades are clustered, each computer/blade within the cluster shall be defined as a System. (For purposes of calculating the price of the Oracle VM Service Offering(s), the computers where the Oracle VM Manager programs are installed are not counted.)

1.7 Capitalized terms used but not defined in this Schedule LVM have the meanings set forth in the General Terms.

2. ORACLE LINUX/ORACLE VM SERVICE OFFERING(S)

2.1 The Oracle Linux/Oracle VM Service Offering(s) are provided at the support level and for the Oracle Linux/ Oracle VM Term defined in Your order.

2.2 When ordering Oracle Linux/Oracle VM Service Offering(s) You must comply with the following availability rules:

- Oracle Linux Premier Limited, Oracle Linux Basic Limited, and Oracle VM Premier Limited are available only for Systems with no more than 2 Physical CPUs per System.
- Oracle Linux Premier, Oracle Linux Basic, Oracle Linux Network, and Oracle VM Premier are available for Systems with any number of Physical CPUs per System.

2.3 Upon Oracle's acceptance of Your order, You have the limited right to receive the applicable Oracle Linux/Oracle VM Service Offering(s) solely for Your business operations and subject to the Terms of this Schedule LVM.

2.4 For purposes of the order, (a) Oracle Linux Service Offering(s) consist of the Oracle Linux support services level You may have ordered for the Oracle Linux programs; and (b) Oracle VM Service Offering(s) consist of the Oracle VM support services level You may have ordered for the Oracle VM programs. If ordered, the Oracle Linux/Oracle VM Service Offering(s) (including initial year and all subsequent years) are provided under the Oracle Linux and Oracle VM support policies in effect at the time the Oracle Linux/Oracle VM Service Offering(s) are provided. The Oracle Linux and Oracle VM support policies, which are incorporated in this Schedule LVM, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of Oracle Linux/Oracle VM Service Offering(s) provided during the period for which fees for the Oracle Linux/Oracle VM Service Offering(s) have been paid. Oracle Linux/Oracle VM Service Offering(s) are available for certain Systems, and may be subject to additional restrictions as set forth in the Oracle Linux and Oracle VM support policies. You should review the Oracle Linux and Oracle VM support policies prior to entering into the order for the applicable Oracle Linux/Oracle VM Service Offering(s). You may access the current version of the Oracle Linux and Oracle VM support policies at <http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf>.

2.5 The Oracle Linux/Oracle VM Service Offering(s) are effective upon the effective date of the order unless otherwise stated in Your order. If Your order was placed through the Oracle Store, the effective date is the date Your order was accepted by Oracle.

2.6 The Oracle Linux/Oracle VM Service Offering(s) provided under this Schedule LVM are in support of licenses You acquired separately. Patches, bug fixes and other code received as part of the Oracle Linux/Oracle VM Service Offering(s) under this Schedule LVM shall be provided under the terms of the appropriate license agreement that You accepted upon downloading and/or installing the Oracle Linux and/or Oracle VM program(s). The Oracle Linux /Oracle VM Service Offering(s) may also include the right to use certain additional software or tools during the Oracle Linux/Oracle VM Term for which fees for Oracle Linux/Oracle VM Service Offering(s) have been paid. The license terms for any such software or tools, as well as any limitations associated with them, will be referenced in the Program Documentation.

3. INDEMNIFICATION

3.1 Provided You are a current subscriber to the Oracle Linux/Oracle VM Service Offering(s), if a third party makes a claim against You that any Covered Programs furnished by Oracle, and used by You for Your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- Notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- Give Oracle sole control of the defense and any settlement negotiations; and
- Give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

3.2 If Oracle believes or it is determined that any Covered Programs may have violated a third party's intellectual property rights, Oracle may choose to either modify the Covered Programs to be non-infringing (while substantially preserving their utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to You, terminate Your right to receive indemnification for Your further use of the Covered Programs and refund any unused, prepaid service fees, You have paid for the Covered Programs.

3.3 Notwithstanding the above, Oracle will not defend or indemnify You in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) Your distribution of the Covered Programs; (b) Your alteration of the Covered Programs; (c) Your use of a version of the Covered Programs which has been superseded, if the infringement claim could have been avoided by using the current version of the Covered

Programs; (d) Your use of the Covered Programs outside the scope of use identified in the user documentation or the Oracle Linux and Oracle VM support policies; (e) Your use of the Covered Programs when You were not a subscriber to the Oracle Linux/Oracle VM Service Offering(s); (f) any information, design, specification, instruction, software, data, or material not furnished by Oracle; (g) the combination of any Covered Programs with any products or services not provided by Oracle; (h) Your claim, lawsuit, or action against a third party. **This section provides Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.**

4. FEES; ORACLE LINUX/ORACLE VM-RELATED SERVICE OFFERING(S)

4.1 For the initial Oracle Linux/Oracle VM Term for which fees are to be paid for the applicable Oracle Linux/Oracle VM Service Offering(s), the fees due will be calculated based upon the number of Systems to be supported that are in existence as of the date of Your order. For the second and all subsequent Oracle Linux/Oracle VM Terms, the fees due will be calculated based on the total number of Systems supported that are in existence as of the first day of the applicable Oracle Linux/Oracle VM Term(s) (e.g., fees calculated for the second term will be based upon the total number of Systems supported that are in existence on the first day of the second term).

4.2 In addition to the fees for the Oracle Linux/Oracle VM Service Offering(s) specified above, You agree to pay additional fees for the level of Oracle Linux/ Oracle VM Service Offering(s) ordered based on the maximum number of Supported Systems that exist simultaneously at any time during the applicable Oracle Linux/Oracle VM Term and in accordance with the Oracle Linux and Oracle VM support policies for the level of support You are ordering. In the event that You decide to increase the number of Supported Systems, You agree that You will promptly place an order for Oracle Linux/ Oracle VM Service Offering(s) for the increased number of these Supported System(s) and pay the additional required fees.

4.3 You may order a limited number of Oracle Linux/Oracle VM-related Services Offering(s) under this Schedule LVM, as listed in the Oracle Linux and Oracle VM-related Service Offering(s) document, which is at <http://oracle.com/contracts>. For these Oracle Linux/ Oracle VM-related Service Offering(s), the fees due for the initial Oracle Linux/Oracle VM Term and all subsequent Oracle Linux/Oracle VM Terms will be based on Oracle's then current Oracle Linux and Oracle VM Service Offering(s) pricing policies.

5. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

5.1 Oracle warrants that the Oracle Linux/Oracle VM Service Offering(s) will be provided in a professional manner consistent with industry standards. You must notify Oracle of any Oracle Linux/Oracle VM Service Offering(s) warranty deficiencies within 90 days from performance of the defective Oracle Linux/Oracle VM Service Offering.

5.2 TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5.3 ORACLE DOES NOT GUARANTEE THAT THE COVERED PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE THE REPERFORMANCE OF THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT ORACLE LINUX/ORACLE VM SERVICE OFFERING AND RECOVER THE FEES PAID TO ORACLE FOR THE DEFICIENT ORACLE LINUX/ORACLE VM SERVICE OFFERING.

6. LIMITATION OF LIABILITY FOR INFRINGEMENT CLAIMS

For purposes of this Schedule LVM, the limitation of liability in the General Terms referenced above shall not be construed to limit Oracle's indemnification obligation or Your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses under Section 3 of this Schedule LVM.

7. GOVERNING LAW AND JURISDICTION

Notwithstanding anything to the contrary set forth in the General Terms, this Schedule LVM is governed by the laws of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts

in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Schedule LVM.

8. AUDIT

Upon 45 days written notice, Oracle may audit Your use of the Oracle Linux/Oracle VM Service Offering(s) to ensure Your use of the Oracle Linux/Oracle VM Service Offering(s) is in compliance with the terms of the applicable order and the Master Agreement. Any such audit shall not unreasonably interfere with Your normal business operations.

You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle.

The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the provisions of the Nondisclosure section of the Master Agreement.

If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees applicable to Your use of the Oracle Linux/Oracle VM Service Offering(s) in excess of Your service rights) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Oracle Linux/Oracle VM Service Offering(s), (b) Oracle Linux/Oracle VM-related Service Offering(s), and/ or (c) the Master Agreement. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

9. ORDER LOGISTICS

9.1.1 Once placed, Your order shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

9.1.2 Oracle Linux/Oracle VM Service Offering(s) fees are invoiced in advance of the Oracle Linux/Oracle VM Service Offering performance; specifically, Oracle Linux/Oracle VM Service Offering(s) fees are invoiced annually in advance. The period of performance for all Oracle Linux/Oracle VM Service Offering(s) is effective upon the effective date of the order.

9.1.3 If an order for an Oracle Linux/Oracle VM Service Offering is for an Oracle Linux/Oracle VM Term that is for multiple years, You are required to pay the fees covering such multiple years in advance of the start of such Oracle Linux/Oracle VM Term.



ORACLE MASTER AGREEMENT AMENDMENT ONE

This Oracle Master Agreement Amendment One (this "Amendment One") amends the Oracle Master Agreement US-GMA-FEC-80084797 dated _____, and all amendments and addenda thereto (the "Master Agreement") between Pinellas County ("You") and Oracle America, Inc. ("Oracle").

The parties agree to amend the Master Agreement as follows:

1. General Terms, Section 6. TERMINATION

Section 6.1 Insert the following at the end of the second sentence: ", if applicable."

2. General Terms, Section 7. Fees and Taxes; Pricing, Invoicing and Payment Obligation

Replace 7.1 with the following:

"All fees payable to Oracle are due within thirty (30) days from the invoice date. However, for purposes of interest penalty payments provided by the Florida Local Government Prompt Payment Act, such interest penalties shall not be assessed unless You fail to pay Oracle within the time period specified in Florida Statutes Section 218.74. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. Unless You provide Oracle, in advance of the date taxes are due, with a certificate of tax exemption, You agree to pay any sales, value-added, or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing any professional services. Fees for Services listed in an order are exclusive of taxes and expenses. Reimbursement of expenses related to the provision of any Service Offering, if any, will be addressed in the relevant ordering document and/or statement of work for such services."

3. General Terms, Section 7. Fees and Taxes; Pricing, Invoicing and Payment Obligation

Insert the following as 7.3:

"By executing the OMA, you are not obligated to Oracle for any fees. All fees will be set forth in the Ordering Document."

4. General Terms, Section 8 Nondisclosure

Insert the following as 8.5:

"8.5 Oracle acknowledges that the County is subject to public records legislation, including but not limited to Chapter 119, Florida Statutes, and the Florida Rules of Judicial Administration, and that any of the County's obligations under this Section may be superseded by its obligations under any requirements of said laws."

5. General Terms, Section 13. Governing Law and Jurisdiction

Replace the word "California" with the word "Florida".

6. General Terms, Section 14. Notice

Insert the following at the end of the section:

"Any notices or inquiries relative to the Order Documents should be directed to:
Business Technology Services,
Attention: Jeff Rohrs, CIO
315 Court St., Clearwater, FL 33756.

Any notices or inquiries concerning invoices should be directed to:
Finance Division Accounts Payable
Pinellas County Board of County Commissioners
P. O. Box 2438, Clearwater, FL 33757."

7. General Terms, Section 16. Other

Replace the following as 16.3:

“16.3 RESERVED.”

8. General Terms, Section 16. Other

Insert the following as 16.8:

“The inclusion of this statement and provisions below shall not be construed to imply that the Oracle has been delegated any governmental decision-making authority, governmental responsibility or governmental function or that Oracle is acting on behalf of You as provided under Section 119.011(2), Florida Statutes, or that the statement or provisions are otherwise applicable to the Oracle. You, by contracting with Oracle to provide certain Services does not intend for, or request Oracle to act on Your behalf, or for Oracle to otherwise meet the definitions of "Contractor" or "Agency" for the purposes of Florida Statutes Chapter 119. If however it is judicially determined that Oracle is "acting on behalf of" You pursuant to such statute in its capacity as a provider of information technology services under this Agreement, the Parties will immediately commence an evaluation of the feasibility of continued performance under the applicable orders.

In accordance with Florida law, to the extent that Oracle America, Inc.'s performance under this Agreement constitutes an act on behalf of the Pinellas County as provided under Section 119.001(2), Florida Statutes, Oracle America, Inc. shall provide access to all public records made or received by Oracle America, Inc. in conjunction with this Agreement. Specifically, if Oracle America, Inc. is expressly authorized, and acts on behalf of Pinellas County under this Agreement, Oracle America, Inc. shall:

- (a) Keep and maintain public records required by County to perform the services; and
- (b) Upon request from Your custodian of public records, provide You with a copy of the requested records or allow records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided for in Chapter 119, Florida Statutes, or as otherwise provided by law; and
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of this Agreement if Oracle does not transfer the records to You; and
- (d) Upon completion of this Agreement, transfer to You at no cost all public records in possession of Oracle or keep and maintain public records required by You to perform the service. If Oracle transfers all public records to You upon completion of this Agreement, Oracle shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Oracle keeps and maintains public records upon completion of this Agreement, Oracle shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to You upon request from Your custodian of public records in a format that is compatible with Your information technology systems.

The above requirements apply to a “Contractor” as defined in Section, 119.0701, Florida Statutes.

IF ORACLE AMERICA, INC HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

Purchasing and Risk Management Division
Attention: Public Records Liaison
400 S. Ft. Harrison Ave, 6th Floor
Clearwater, FL 33756
Phone: 727-464-3237
Email: mcchartier@pinellas.gov

9. General Terms, Section 16. Other

Insert the following as 16.9:

“This Agreement imposes no obligation on the County to utilize Oracle for all goods and/or services of this type, which may develop during the agreement period. This is a non-exclusive Agreement. During the term of this Agreement, and any extensions thereof, the County reserves the right to contract for another provider for similar goods and/or services as it determines necessary in its sole discretion.”

10. General Terms, Section 16. Other

Insert the following as 16.10:

“Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle’s delivery of services under this agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the services performed under this agreement. Notwithstanding the foregoing sentence, to the extent you may provide Oracle access to health, payment card or other sensitive personal information that requires the application of specific regulatory, legal or industry data security obligations, you and Oracle agree to specify such security obligations in the applicable order for services. Your data may be maintained in one of several Oracle data centers globally and/or accessed by Oracle’s global personnel as required to perform services under this agreement. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to your use and receipt of services under this agreement and impose obligations directly upon you with respect to the services performed under this agreement.”

11. General Terms, Section 16. Other

Insert the following as 16.11:

“The Master Agreement may not be amended except in writing signed by both Parties.”

12. General Terms, Section 16. Other

Insert the following as 16.12:

“Audit. Oracle shall retain all contract documentation relating to this Agreement for a period of at least 5 years after final payment is made. Oracle agrees to provide copies of contract documentation upon request.”

13. Schedule C, section 9.3 Term and Termination

Insert the following at the end of the second sentence: “, if applicable.”

14. Add the following as Exhibit A: County Insurance Requirements for Oracle.

15. Add the following as Exhibit B: Memorandum of Insurance.

16. Add the following as Exhibit C: Invoicing Standards.

17. Add the following as Exhibit D: Oracle’s Data Processing Agreement.

18. Add the following as Exhibit E: Oracle’s Privacy Policy.

Subject to the modifications herein, the Master Agreement shall remain in full force and effect.

The Effective Date of this Amendment One is _____ . (to be completed by Oracle)

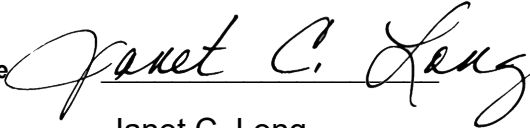
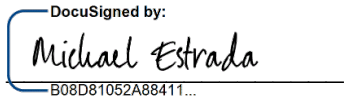
| | | | |
|------------------------|---|-----------------------------|---|
| Pinellas County | | Oracle America, Inc. | |
| Signature |  | Signature |  |
| Name | <u>Janet C. Long</u> | Name | <u>Michael Estrada</u> |
| Title | <u>Chair</u> | Title | <u>NAMER Sr Contracts Manager</u> |
| Signature Date | <u>January 31, 2023.</u> | Signature Date | <u>03-Jan-2023 8:14 AM PST</u> |



Exhibit A

County Insurance Requirements for Oracle

The following insurance requirements are included in this agreement:

A. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims to cover Oracle's performance of Services:

- i. Workers' Compensation—as required by the statute of states where Services are performed;
- ii. Employer's Liability—\$1,000,000 per occurrence;
- iii. Commercial General Liability—\$1,000,000 per occurrence/aggregate bodily injury and \$2,000,000 per occurrence/aggregate tangible property damage; and
- iv. Automobile Liability—\$300,000 per occurrence, bodily injury and tangible property damage combined.

B. Oracle may select a new insurance carrier or carriers or may obtain new or amended policies at any time.

This provision is not intended to, and does not, increase or decrease Oracle's liability under the Limitation of Liability section of Your Agreement.

C. Oracle maintains the following insurance at its expense or has the ability to pay applicable claims: professional liability/errors and omission insurance (including privacy and computer network security (also known as cyber) liability insurance) with US\$2,000,000 per claim/aggregate covering Oracle's errors and omissions while providing Services under Your Agreement.

The Vendor shall obtain and maintain at all times during its performance of the Agreement, insurance and or self-insure for the types and in the amounts set forth.

Vendor shall provide certificate and/or broker letter that is compliant with the insurance requirements. If the evidence received is compliant, no further action may be necessary. The Certificate(s) of Insurance shall be signed by authorized representatives of the insurance companies shown on the Certificate(s). **The Certificate holder section shall indicate Pinellas County, a Subdivision of the State of Florida, 400 S Fort Harrison Ave, Clearwater, FL 33756. Pinellas County shall be named as an Additional Insured for Commercial General Liability. A Waiver of Subrogation for Workers Compensation shall be provided if Workers Compensation coverage is a requirement.**

Exhibit B

| MEMORANDUM OF INSURANCE | | | | | DATE 09-Dec-2022 | |
|---|--|---------------|---|------------------------|--|-----------|
| <p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=149137216. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p> | | | | | | |
| PRODUCER Marsh USA Inc. dba Marsh USA Risk & Insurance Services ("Marsh") | | | COMPANIES AFFORDING COVERAGE | | | |
| INSURED Oracle Corporation / Oracle America, Inc. 2300 Oracle Way Austin Texas 78741 United States | | | Co. A National Union Fire Insurance Co. of Pittsburgh | | | |
| | | | Co. B Safety National Casualty Corp | | | |
| | | | Co. C | | | |
| | | | Co. D | | | |
| | | | Co. E | | | |
| Co. F | | | | | | |
| COVERAGES | | | | | | |
| THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS MEMORANDUM MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS | | | | | | |
| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE | POLICY EXPIRATION DATE | LIMITS | |
| | | | | | LIMITS IN USD UNLESS OTHERWISE INDICATED | |
| A | GENERAL LIABILITY Commercial General Liability Occurrence | GL1728969 | 01-Aug-2022 | 01-Aug-2023 | GENERAL AGGREGATE | 5000000 |
| | | | | | PRODUCTS - COMP/OP AGG | 5000000 |
| | | | | | PERSONAL AND ADV INJURY | 5000000 |
| | | | | | EACH OCCURRENCE | 5000000 |
| | | | | | FIRE DAMAGE (ANY ONE FIRE) | 5000000 |
| | | | | | MED EXP (ANY ONE PERSON) | 25000 |
| A | AUTOMOBILE LIABILITY Any Auto | AL4594403 | 01-Aug-2022 | 01-Aug-2023 | COMBINED SINGLE LIMIT | 5000000 |
| | | | | | BODILY INJURY (PER PERSON) | |
| | | | | | BODILY INJURY (PER ACCIDENT) | |
| | | | | | PROPERTY DAMAGE | |
| | EXCESS LIABILITY | | | | EACH OCCURENCE | |
| | | | | | AGGREGATE | |
| B B | WORKERS COMPENSATION / EMPLOYERS LIABILITY | LDM05000082 | 01-Aug-2022 | 01-Aug-2023 | WORKERS COMP LIMITS | Statutory |
| | | PS05000081 | 01-Aug-2022 | 01-Aug-2023 | EL EACH ACCIDENT | 1000000 |
| | | | | | EL DISEASE - POLICY LIMIT | 1000000 |
| | | | | | EL DISEASE - EACH EMPLOYEE | 1000000 |
| | | | | | | |
| | | | | | | |
| | | | | | | |
| The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications here to are not authorized. | | | | | | |

| | | |
|---|--|----------------------------|
| MEMORANDUM OF INSURANCE | | DATE 09-Dec-2022 |
| <p>This Memorandum is issued as a matter of information only to authorized viewers for their internal use only and confers no rights upon any viewer of this Memorandum. This Memorandum does not amend, extend or alter the coverage described below. This Memorandum may only be copied, printed and distributed within an authorized viewer and may only be used and viewed by an authorized viewer for its internal use. Any other use, duplication or distribution of this Memorandum without the consent of Marsh is prohibited. "Authorized viewer" shall mean an entity or person which is authorized by the insured named herein to access this Memorandum via https://marshdigital.marsh.com/marshconnect/viewMOI.action?clientId=149137216. The information contained herein is as of the date referred to above. Marsh shall be under no obligation to update such information.</p> | | |
| PRODUCER Marsh USA Inc. dba Marsh USA Risk & Insurance Services ("Marsh") | INSURED Oracle Corporation / Oracle America, Inc. 2300 Oracle Way Austin Texas 78741 United States | |
| ADDITIONAL INFORMATION | | |
| <p>The Memorandum of Insurance serves solely to list insurance policies, limits and dates of coverage. Any modifications hereto are not authorized.</p> | | |

Exhibit C

THE FOLLOWING EXHIBIT IS ATTACHED FOR REFERENCE PURPOSES ONLY AND SUBJECT TO CHANGE AT ORACLE'S SOLE DISCRETION.

Invoicing Standards

Oracle will submit invoices based on the standards outlined in this document. No other requirements will be supported unless they are statutory for the issuing country, or noted in the contract (requires pre-approval per the Trade Accounts Receivable Invoicing Policy).

Invoices will be generated upon delivery of product and/or services. No advanced invoicing is allowed.

Exceptions:

| LOB | Description | Comments |
|-----------------------|--------------------------------------|--|
| Support | Invoiced in advance | Except where prohibited by law. For example, Public Sector accounts. |
| Installation Services | Invoiced in advance | Except where prohibited by law. For example, Public Sector accounts. |
| Consulting Services | Event invoice available upon request | Available upon request only; not standard. During customer's FY close, an "event" invoice can be issued for already funded projects. |

Invoice Data Elements

Standard data elements included on an invoice are:

- Invoice Number
- Invoice Date
- PO Number
- Payment Terms
- Payment Instructions
- Due Date
- Bill To / Ship To Customer name and addresses
- Sales Representative
- Oracle Order Number
- End User
- Line item descriptions
- Extended price
- Unit of Measure
- Quantity
- Tax/VAT
- Oracle Tax ID
- Priced items only (except for Greece & Thailand) – All zero dollar line items are suppressed
- Support period, including Contract Start and End Dates and/or Billing Start and End Dates (depending on country)
- Collections contact details

Hardware Only:

- Part/Item Numbers - except where restricted by local statutory format requirements
- No other products display part numbers

- Serial numbers as part of description (from model level)
- Zero dollar line at model level

Electronic Invoices Only:

- Customer PO Line Item Number (CLIN)* - Only available for select transactions

Any other requested data elements are considered non-standard and will not be allowed.

* If a customer would like CLINs, they are obligated to sign up for integrated electronic invoicing. This data is not supported for any other invoice format.

INVOICE FORMATS

Invoice formats will adhere to the following standards except where statutory formats apply:

| LOB | Description | Comments |
|---------------------------------|---|--|
| All | Detailed Line Item Description | Product by product detail by line of business |
| License | License and First Year Support invoiced together on same invoice | Except where prohibited by law. See exception countries below. Support is itemized by product supported, meaning one line item for each supported product will be displayed, including start and end date of the service period. |
| License | Invoices immediately upon booking, assuming standard EPD (Electronic Product Download) terms. | |
| License/Systems combined orders | Systems and License orders will result in multiple invoices | License lines and associated support invoice immediately; Systems invoices upon shipment plus delivery. |
| Systems | Systems, First Year Support, Installation Service and all associated Systems fees are invoiced together on same invoice. | Except where prohibited by law. See exceptions noted below. Support is itemized by product supported, meaning one line item for each supported product will be displayed, including start and end date of the service period. |
| Systems | Systems invoices are issued upon shipment, plus delivery which could result in multiple invoices per Systems order. | Systems are shipped when ready, unless consolidation fee is paid. Therefore, one order can result in multiple invoices. |
| Systems | Systems orders with a paid consolidation fee will result in a single invoice for all Systems, associated support and Systems fees on a single order. All other products (e.g. License) will invoice separately. | Consolidation fee will consolidate the Systems portion of the order only. For example - License, if ordered together with the Systems, will invoice immediately upon booking, assuming EPD. |
| Systems | Freight is a separate line item on the invoice. | Each Systems line will have a separate freight line item, and will be invoiced together with the associated Systems when |

| | | |
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| | | it ships. |
| Premier Support Renewals | Invoiced separately at each renewal year and cannot be combined with any other LOB for invoicing. | For example, ACS services will be invoiced separately. |
| Premier Support Renewals | Itemized by product supported | One line item for each product supported. Invoices could contain several lines items and be multiple pages in length. |
| Premier Support Renewals - Systems | One install/site location per invoice and per Purchase Order | Customers requiring separate invoice per install site must issue separate P.O. POs and renew each contract separately. It is not possible to have service lines with multiple ship-to locations on a single invoice. |
| Consulting | Invoiced separately and cannot be combined with any other LOB for invoicing. | |
| Consulting | Expense/activity Report attached | This is a system generated report, and is attached to the invoice automatically (excludes electronic invoice delivery which can be supplemented with iReceivables access for report retrieval). |
| Consulting | Copies of Time Sheets sent, where required | Where required by law, copies of Time Sheets are sent with invoice (excludes electronic invoice delivery which can be supplemented with iReceivables access for report retrieval). |
| Consulting | Copies of expense receipts – sent if requested | Originals are retained with Oracle. Copies of expense receipts can be sent as part of the collections process, if requested by the customer. <u>Copies of receipts are not sent automatically.</u> |
| Education & Learning Credits | Invoiced separately and cannot be combined with any other LOB for invoicing. | |
| Education – onsite training | Invoiced separately and cannot be combined with any other LOB for invoicing. | |
| Advanced Customer Support (ACS) – undetermined period | Invoiced separately and cannot be combined with any other LOB for invoicing. | |
| ACS – fixed period/combined with LFYS order | Invoiced together with LFYS in Year 1, and separately upon renewal. | The ACS renewal in subsequent years, also, cannot be combined with any other LOB for invoicing. |
| OnDemand/Cloud | Invoiced separately and cannot be combined with any other LOB for invoicing. | Separate invoices are possible where customers issue alternative methods of payment (i.e., new PO) for additional services. |
| Cloud Metered Services- Usage | Invoiced separately and cannot be combined with any other LOB | Timing of issuance of the invoice is determined by the terms of the Cloud |

| | | |
|-----------------------------------|--|---|
| Based (Pay as you go) | for invoicing. | Metered Services offering. Could be in advance, in arrears or delayed for a specified period of time as per promotion. |
| Cloud Metered Services – Overages | Invoiced in arrears, separately and cannot be combined with any other LOB for invoicing. | Timing of issuance of an invoice is determined by the actual period in which usage has exceeded the agreed upon prepaid amount. |

EXCEPTIONS TO INVOICING FORMATS:

| LOB/Type | Description | Comments |
|-------------------------------|---|--|
| License, Systems and Services | Countries that require separate invoicing for services and product. | Malaysia, Thailand, Philippines, China, Taiwan, Poland, Romania, Slovakia, Slovenia, Puerto Rico, Peru, Brazil, Venezuela, and Costa Rica. |
| Multiple Ship To | Transactions submitted with Multiple Ship To addresses will result in multiple invoices by Ship To address. In addition, multiple invoices will result for varying delivery dates and purchase order numbers. | |

NON STANDARD INVOICING

The following list, although not exhaustive, constitutes non standard invoicing and is not permitted:

| Description | Definition |
|---|--|
| Multiple LOB, bundled invoicing | Any request to bundle multiple lines of business on a single invoice. For example, Systems and ACS. |
| Multiple LOB, bundled into a single line item | Any request to bundle multiple lines of business into a single line item on an invoice. For example, Systems and Installation. |
| Invoice Splitting | Any request to split invoicing for a customer's internal divisions or departments. |
| Advanced Invoicing | Requests to invoice in advance of: <ul style="list-style-type: none"> • Delivery • Signing of contract • Issuance of a purchase order or ordering document, unless Purchase Order Exemption Form is on file • Booking of an order • Expenses being incurred |
| Manual invoice | Any request to process an invoice manually or that deviates from our standard automated processing. |
| Accounting period cutoff | Any requirement to withhold invoicing due to cutoff dates for receiving invoices in customer's accounting period. Includes any requirement to ensure invoice is dated within the accounting period (generally same month) in which it was |

| | |
|---|---|
| | issued. |
| One to one ratio invoice to PO | Any requirement to ensure there is only one invoice per customer P.O., regardless of the products and services on the customer's P.O. and regardless of delivery of said products and/or services. Often this is referred to as "P.O. matching." |
| P.O. matching | Any requirement to match a customer's P.O. (Descriptions, terms, comments, etc). Oracle's process is to ensure we book orders as per the Oracle Ordering Document, not customer's P.O. Customer's P.O. should match the Oracle Ordering Document, not the other way around. |
| Printing data elements on invoice not available at time of order submission | Any requirement to include/print additional information on invoice not available to us at time of order submission and booking (e.g. Protocol #, Goods Receipt #). |
| Invoice attachments | Any requirement to attach additional documentation to invoice not available to us at time order submission and booking (e.g. warehouse acceptance certificate, acceptance certificate, POD, Packing Slip). |
| Printing customer line item number on invoice | Any requirement to add customer P.O. line item number (CLIN) to the line description on the invoice. |
| Arrears invoicing - Commercial | In arrears invoicing of services is allowed for government accounts only as required by law. All other accounts, services are invoiced in advance. |
| Government monthly in arrears invoicing | Where required by law, standard in arrears invoicing for government is quarterly in arrears. Monthly in arrears is considered non standard. |
| Self Billing | Any request to enter billing of services via manual entry into a web portal or data in lieu of a system generated invoice. Self-billing is a customer procurement model. With self billing, the customer in effect issues an invoice to themselves. |
| Dual Entry | Any request for dual entry of project activity of time and expense. |

STANDARD INVOICE DELIVERY METHODS

It is Oracle's policy to deliver invoices to the "Bill To" stated in the Contract or on the Customer's Purchase Order. Electronic invoices are delivered to pre-defined setups however; it is the Customer's Purchase Order which denotes the physical "Bill To" address" that is to be used for booking and paper delivery on all transactions. Oracle cannot deliver invoices to any 3rd party, individual, company, or different company address from the stated "Bill To" on the Customer's Contract or Purchase Order. Oracle cannot deliver multiple copies of invoices to multiple or single locations. There are no exceptions to this policy. Any request to bill a 3rd Party entity other than the customer/contracting entity is not permitted. It is further Oracle's policy that all invoices and/or invoice extracts/files must be originated and delivered from Oracle's Global Order-to-Cash employees only.

| Method | Description |
|--------|-------------|
|--------|-------------|

| | |
|-------------------------|--|
| Paper | Sent via standard priority mail globally. All invoices will be delivered to the address identified as the Bill-To on the Contract or the Customer's Purchase Order. |
| Self Service | Via Oracle's iReceivables product: <ul style="list-style-type: none"> • Registration is required • Contact the Collections contact noted on your invoice |
| Automated PDF via email | Invoices automatically delivered to the email address(es) identified in the customer's set-up. Contact the Collections contact noted on your invoice for the full list of countries currently supported. |
| Electronic | Via electronic file transfer. Subject to approval. Contact the Collections contact noted on your invoice for more information. |

NON STANDARD INVOICE DELIVERY METHODS

The following list, although not exhaustive, constitutes non standard invoice delivery and is not permitted:

| Method | Description |
|--|--|
| Self Billing | Any request to enter into a Self Billing agreement is not permitted. The single source of truth for any invoice MUST be the Oracle system of record. |
| Via sales or any other third party or individual not named on the customer's P.O. or contract. | Any request to send invoices via a sales representative or any other third party or individual is strictly prohibited. |

DEFINITIONS

| Term | Definition |
|---|--|
| Detailed Invoice | Oracle's standard invoicing format is to invoice in detail line-by-line, including product line descriptions, serial numbers, where appropriate, etc. |
| Multiple LOB, bundled invoicing | Typically involves bundling multiple LOBs not ordinarily invoiced together onto a single invoice. For example, bundling ACS and Education onto a single invoice. |
| Multiple LOB, bundled into a single line item | Typically involves combining multiple LOBs into a single line item on a single invoice. |
| Advanced Invoicing | Involves invoicing in advance of product or service delivery, and other mandatory criteria being met. |
| Manual Invoicing | Any request that would cause Oracle to deviate from its predefined, standard automated processes. |

| | |
|-----------------------|--|
| Invoice Data Elements | The data elements that will be contained on the invoice. |
| LFYS | License and First Year Support |
| ACS | Advanced Customer Support |
| LOB | Line of business. For example License, Systems, Consulting, ACS, etc. |
| POEF | Purchase Order Exemption Form. Used for customers who do not issue a Purchase Order as a standard business practice. |

Data Processing Agreement for Oracle Services

("Data Processing Agreement")

Version June 26, 2019

1. Scope and Applicability

1.1 This Data Processing Agreement applies to Oracle's Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Services Agreement. Unless otherwise expressly stated in Your Services Agreement, this version of the Data Processing Agreement shall be effective and remain in force for the term of Your Services Agreement.

1.2 In addition, any Processing of Personal Information subject to Applicable European Data Protection Law is subject to the additional terms of the [European DPA Addendum](#) set out in Exhibit 1 and the Oracle Processor Code referenced therein.

2. Responsibility for Processing of Personal Information and Your instructions

2.1 You are a Controller and Oracle is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

2.2 Oracle will Process Personal Information solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 In addition to Your instructions incorporated into the Services Agreement, You may provide additional instructions in writing to Oracle with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. Oracle will promptly comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

2.4 Oracle will follow Your instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. To the extent Oracle expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Oracle's obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

2.5 Unless otherwise specified in the Services Agreement, You may not provide Oracle with any sensitive or special Personal Information that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Data Processing Agreement or Services Agreement.

3. Privacy Inquiries and Requests from Individuals

3.1 If You receive a request or inquiry from an Individual related to Personal Information processed by

Oracle for the provision of Services, You can either (i) securely access Your Services environment that holds Personal Information to address the request, or (ii) to the extent such access is not available to You, submit a “service request” via My Oracle Support (or other applicable primary support tool or support contact provided for the Services, such as Your project manager) with detailed written instructions to Oracle on how to assist You with such request.

3.2 If Oracle directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, Oracle will advise the Individual to identify and contact the relevant controller(s).

4. Oracle Affiliates and Third Party Subprocessors

4.1 To the extent Oracle engages Third Party Subprocessors and/or Oracle Affiliates to Process Personal Information, such entities shall be subject to the same level of data protection and security as Oracle under the terms of the Services Agreement. Oracle is responsible for the performance of the Oracle Affiliates’ and Third Party Subprocessors’ obligations in compliance with the terms of this Data Processing Agreement and Applicable Data Protection Law.

5. Cross-border data transfers

5.1 Without prejudice to any applicable regional data center restrictions for hosted Services specified in Your Services Agreement, Oracle may Process Personal Information globally as necessary to perform the Services.

5.2 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable Data Protection Law, such transfers shall be subject to (i) for transfers to Oracle Affiliates, the terms of the Oracle Intra-Company Data Transfer and Mandate Agreement, which requires all transfers of Personal Information to be made in compliance with Applicable Data Protection Law and all applicable Oracle security and data privacy policies and standards globally; and (ii) for transfers to Third Party Subprocessors, security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement and Applicable Data Protection Law.

6. Security and Confidentiality

6.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services:

- For **Cloud Services**: Oracle’s Hosting & Delivery Policies, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>;
- For **NetSuite (NSGBU) Services**: NetSuite’s Terms of Service, available at: <http://www.netsuite.com/portal/resource/terms-of-service.shtml>;
- For **Global Customer Support Services**: Oracle’s Global Customer Support Security Practices available at: <https://www.oracle.com/support/policies.html>;

- For **Consulting and Advanced Customer Support (ACS) Services**: Oracle's Consulting and ACS Security Practices available at: <http://www.oracle.com/us/corporate/contracts/consulting-services/index.html>.

6.2 All Oracle and Oracle Affiliates employees, as well as any Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Oracle policies concerning protection of confidential information.

7. Audit Rights

7.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits.

7.2 If a third party is to conduct the audit, the third party must be mutually agreed to by You and Oracle (except if such third party is a Regulator). Oracle will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Oracle or otherwise be bound by a statutory or legal confidentiality obligation.

7.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oracle will review the proposed audit plan and provide You with any concerns or questions. Oracle will work cooperatively with You to agree on a final audit plan.

7.4 The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oracle's health and safety or other relevant policies, and may not unreasonably interfere with Oracle business activities.

7.5 Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of Your Services Agreement. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement.

7.6 Each party will bear its own costs in relation to the audit, unless Oracle promptly informs you upon reviewing Your audit plan that it expects to incur additional charges or fees in the performance of the audit that are not covered by the fees payable under Your Services Agreement, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

7.7 Without prejudice to the rights granted in Section 7.1 above, if the requested audit scope is addressed in a SOC, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

8. Incident Management and Breach Notification

8.1 Oracle has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorized disclosure or access to

Personal Information transmitted, stored or otherwise Processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if a Personal Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Personal Information Breach, mitigate any possible adverse effects and prevent a recurrence.

8.2 Oracle will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours. As information regarding the Personal Information Breach is collected or otherwise reasonably becomes available to Oracle, Oracle will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Personal Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of Personal Information that were the subject of the Personal Information Breach. You agree to coordinate with Oracle on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Personal Information Breach.

9. Return and Deletion of Personal Information

9.1 Upon termination of the Services, Oracle will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Oracle systems or Services environments, except as otherwise stated in the Services Agreement.

9.2 For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Oracle as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

10. Legal Requirements

10.1 Oracle may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

10.2 Oracle will promptly inform You of requests to provide access to Personal Information, unless otherwise required by law.

11. Definitions

“Applicable Data Protection Law” means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, which may include Applicable European Data Protection Law.

“Applicable European Data Protection Law” means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended; and (iii) the UK Data Protection Act 2018.

“Europe” means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Lichtenstein and Norway; (ii) Switzerland and (iii) the UK after it withdraws from the EU.

“Individual” shall have the same meaning as the term “data subject” or the equivalent term under Applicable Data Protection Law.

“Process/Processing”, “Controller”, “Processor” and “Binding Corporate Rules” (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

“Oracle Affiliate(s)” means the subsidiar(y)(ies) of Oracle Corporation that may Process Personal Information as set forth in Section 4.

“Oracle Intra-Company Data Transfer and Mandate Agreement” means the Oracle Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Oracle Corporation and the Oracle Affiliates.

“Oracle Processor Code” means Oracle’s Privacy Code for Processing Personal Information of Customer Individuals referenced in the European DPA Addendum.

“Oracle” means the Oracle Affiliate that has executed the Services Agreement.

“Personal Information” shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.

“Personal Information Breach” means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Personal Information transmitted, stored or otherwise Processed on Oracle systems or the Services environment that compromises the security, confidentiality or integrity of such Personal Information.

“Regulator” shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

“Services” or the equivalent terms “Service Offerings” or “services” means the Cloud, Advanced Customer Support, Consulting, or Global Technical Support services specified in the Services Agreement.

“Services Agreement” means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order, and (iii) the Service Specifications.

“Third Party Subprocessor” means a third party, other than an Oracle Affiliate, which Oracle subcontracts with and which may Process Personal Information as set forth in Section 4.

“You” means the customer entity that has executed the Services Agreement.

Other capitalized terms have the definitions provided for them in the Services Agreement.

Exhibit 1: European Data Processing Addendum for Oracle Services ("European DPA Addendum")

This European DPA Addendum supplements the Data Processing Agreement to include additional Processor terms applicable to the Processing of Personal Information subject to Applicable European Data Protection Law.

Except as expressly stated otherwise in the Data Processing Agreement, the Services Agreement, this European DPA Addendum or the Oracle Processor Code, in the event of any conflict between these documents, the following order of precedence applies (in descending order): (i) the Oracle Processor Code; (ii) this European DPA Addendum; (iii) the body of the Data Processing Agreement; and (iv) the Services Agreement.

1. Cross-Border Data Transfers – Oracle Processor Code

1.1 The Oracle Processor Code (Binding Corporate Rules for Processors) applies to the Processing of Personal Information by Oracle on Your behalf in its role as a Processor as part of the provision of Services under the Services Agreement and this European DPA Addendum, where such Personal Information is: (i) subject to any data transfer restrictions under Applicable European Data Protection Law; and (ii) processed by Oracle or an Oracle Affiliate in a country outside Europe.

1.2 The most current version of the Oracle Processor Code is available on <https://www.oracle.com/a/ocom/docs/corporate/bcr-privacy-code-051719.pdf>, and is incorporated by reference into the Services Agreement and this European DPA Addendum. Oracle has obtained EEA authorization for its Processor Code and will maintain such authorization for the duration of the Services Agreement.

1.3 Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with the Oracle Processor Code, the Data Processing Agreement and the Services Agreement.

2. Description of Processing

2.1 *Duration of processing activities.* Oracle may Process Personal Information during the term of the Services Agreement and to perform its obligations under Section 9 of the Data Processing Agreement, unless otherwise required by applicable law.

2.2 *Processing activities.* Oracle may Process Personal Information as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.

2.3 *Categories of Personal Information.* In order to perform the Services and depending on the Services You have ordered, Oracle may Process some or all of the following categories of Personal Information: personal contact information such as name, home address, home telephone or mobile number, fax

number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; IP addresses and online behavior and interest data.

2.4 Categories of Data Subjects. Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

2.5 Additional or more specific descriptions of Processing activities, categories of Personal Information and Data Subjects may be described in the Services Agreement.

3. Your Instructions

3.1 Your right to provide instructions to Oracle as specified in Section 2 of the Data Processing Agreement encompasses instructions regarding (i) data transfers as set forth in Section 1 of this European DPA Addendum; and (ii) assistance with Data Subject requests to access, delete or erase, restrict, rectify, receive and transmit (data portability), block access to or object to Processing of specific Personal Information or sets of Personal Information as described in Section 3 of the Data Processing Agreement.

3.2 To the extent required by the Applicable EEA Data Protection Law, Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable European Data Protection Law. You acknowledge and agree that Oracle is not responsible for performing legal research and/or for providing legal advice to You.

4. Notice and Objection Right to New Oracle Affiliates and Third Party Subprocessors

4.1 Subject to the terms and restrictions specified in this Section 4 of the European DPA Addendum and Section 4 of the Data Processing Agreement, You provide Oracle general written authorization to engage Oracle Affiliates and Third Party Subprocessors to assist in the performance of the Services.

4.2 Oracle maintains lists of Oracle Affiliates and Third Party Subprocessors that may Process Personal Information. These lists are available via [My Oracle Support](#), Document ID 2121811.1 (or other applicable primary support tool, user interface or contact provided for the Services, such as the [NetSuite Support Portal](#) or Your Oracle project manager). If You would like to receive notice of any intended changes to these lists of Oracle Affiliates and Third Party Subprocessors, You can (i) sign up per the instructions on My Oracle Support, Document ID 2288528.1; or (ii) Oracle will provide you notice of intended changes where a sign up mechanism is not available. For ACS and Consulting Services, any additional Third Party Subprocessors that Oracle intends to use will be listed in Your order for ACS or Consulting Services, or in a subsequent "Oracle Subprocessor Notice", which Oracle will send to you by e-mail as necessary.

4.3 Within fourteen (14) calendar days of Oracle providing such notice to You under Section 4.2 above, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Services, providing objective justifiable grounds related to the ability of such Third Party Subprocessor or Oracle Affiliate to adequately protect Personal Information in accordance with the Data Processing Agreement or Applicable European Data Protection Law in writing by submitting a "service

request” via (i) My Oracle Support (or other applicable primary support tool) or (ii) for ACS and Consulting Services, the project manager for the Services. You and Oracle will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Subprocessor’s or Oracle Affiliate’s compliance with the Data Processing Agreement or Applicable European Data Protection Law, or delivering the Services without the involvement of such Third Party Subprocessor. To the extent You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Services (i) upon serving thirty (30) days prior notice; (ii) without liability to You or Oracle and (iii) without relieving You from Your payment obligations under the Services Agreement up to the date of termination. If the termination in accordance with this Section 4.3 only pertains to a portion of Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

5. Information and Assistance

5.1 For hosted Services, Your audit rights under Section 7 of the Data Processing Agreement include the right to conduct inspections of the applicable Services data center facility that hosts Personal Information.

5.2 In addition, You may request that Oracle audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist You in obtaining a third-party audit report concerning the Third Party Subprocessor’s operations) to verify compliance with the Third Party Subprocessor’s obligations. You will also be entitled, upon written request, to receive copies of the relevant privacy and security terms of Oracle’s agreement with any Third Party Subprocessors and Oracle Affiliates that may Process Personal Information.

5.3 Oracle provides You with information and assistance reasonable necessary for You to conduct Your data protection impact assessments or consult with Your Regulator(s), by granting You electronic access to a record of Processing activities and any available privacy & security functionality guides for the Services. This information is available via (i) My Oracle Support, Document ID 111.1 or other applicable primary support tool provided for the Services, such as the [NetSuite Support Portal](#), or (ii) upon request, if such access to My Oracle Support (or other primary support tool) is not available to You.

6. Data Protection Officer

6.1 Oracle has appointed a Global Data Protection Officer and, in some European countries, a local Data Protection Officer. Further details on how to contact Oracle’s Global Data Protection Officer and, where applicable, the local Data Protection Officer, are available [here](#).

6.2 If You have appointed a Data Protection Officer, You may request Oracle to include the contact details of Your Data Protection Officer in the relevant Services order.

Exhibit E THE FOLLOWING EXHIBIT IS ATTACHED FOR REFERENCE PURPOSES ONLY AND SUBJECT TO CHANGE AT ORACLE'S SOLE DISCRETION.

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Privacy @ Oracle

Oracle Services Privacy Policy

This Oracle Services Privacy Policy (“Services Privacy Policy”) is organized into three sections:

I. The first section (Services Personal Information Data Processing Terms) describes the privacy and security practices that Oracle Corporation and its affiliates (“Oracle”) employ when handling Services Personal Information (as defined below) for the provision of Technical Support, Consulting, Cloud or other services (the “Services”) provided to Oracle customers (“You” or “Your”) during the term of Your order for Services. Additional terms may be specified in the relevant privacy and security practices for the Services You have ordered.

Services Personal Information Data Processing Terms Quick Links

Performance of the Services



Customer instructions



Rights of individuals



Security and confidentiality



Incident Management and breach notification



Subprocessors



Cross-border data transfers



Audit rights



Notifications to customers and users

Deletion or return of Services Personal Information



Services Personal Information is personal information that is provided by You, resides on Oracle, customer or third-party systems and environments, and is processed by Oracle on Your behalf in order to perform the Services. Services Personal Information may include, depending on the Services: information concerning family, lifestyle and social circumstances; employment details; financial details; online identifiers such as mobile device IDs and IP addresses, and first party online behavior and interest data. Services Personal Information may relate to Your representatives and end users, such as Your employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

II. The second section (System Operations Data Processing Terms) describes the privacy and security practices that apply to personal information that may be incidentally contained in Systems Operation Data that is generated by the interaction of (end-)users of our Services (“Users”) with the Oracle systems, tools and networks used to monitor, safeguard and deliver Services to our customer base.

Systems Operations Data may include access, event, diagnostic and other log files, as well as statistical and aggregated information that relates to the use and operation of our Services, and the systems and networks these Services run on.

Systems Operations Data Processing Terms Quick Links

Responsibility and purposes for processing personal information



Security



Sharing personal information



User choices



Cross-border data transfers



Notifications to customers and users



III. The third section (Communications and Notifications to Customers and Users) applies to both Services Personal Information and personal information contained in Systems Operations Data, describes how Oracle handles legally required disclosure requests, and informs You and Users how to communicate with Oracle's Global Data Protection Officer or file a complaint.

Systems Operations Data Processing Terms Quick Links

Legal requirements



Dispute resolution or filing a complaint



Global Data Protection Officer



The definitions of Services Personal Information and Systems Operations Data do not include Your or User **contact and related information** collected from the use of Oracle websites, or Your or User interactions with us during the contracting process. Oracle's handling of this information is subject to the terms of the [General Oracle Privacy Policy](#).

I. SERVICES PERSONAL INFORMATION DATA PROCESSING TERMS

Oracle treats all Services Personal Information in accordance with the terms of Sections I and III of this Policy and Your order for Services.

In the event of any conflict between the terms of this Services Privacy Policy and any privacy terms incorporated into Your order for Services, including an Oracle Data Processing Agreement, the relevant privacy terms of Your order for Services shall take precedence.

1. Performance of the Services

Oracle may process Services Personal Information for the processing activities necessary to perform the Services, including for testing and applying new product or system versions, patches, updates and upgrades, and resolving bugs and other issues You have reported to Oracle.

2. Customer instructions

You are the controller of the Services Personal Information processed by Oracle to perform the Services. Oracle will process your Services Personal Information as specified in Your Services order and Your documented additional written instructions to the extent necessary for Oracle to (i) comply with its processor obligations under applicable data protection law or (ii) assist You to comply with Your controller obligations under applicable data protection law relevant to Your use of the Services. Oracle will promptly inform You if, in our reasonable opinion, Your instruction infringes applicable data protection law. Oracle is not responsible for performing legal research and/or for providing legal advice to You. Additional fees may apply.

3. Rights of individuals

You control access to Your Services Personal Information by Your end users, and Your end users should direct any requests related to their Services Personal Information to You. To the extent such access is not available to You, Oracle will provide reasonable assistance with requests from individuals to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to processing of Services Personal Information on Oracle systems. If Oracle directly receives any requests or inquiries from Your end users that have identified You as the controller, we will promptly pass on such requests to You without responding to the end user.

4. Security and confidentiality

Oracle has implemented and will maintain technical and organizational measures designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Services Personal Information. These measures, which are generally aligned with the ISO/IEC 27001:2013 standard, govern all areas of security applicable to the Services, including physical access, system access, data access, transmission, input, security oversight, and enforcement.

Oracle employees are required to maintain the confidentiality of personal information. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

See [additional details](#) regarding the specific security measures that apply to the Services are set out in the security practices for these Services, including regarding data retention and deletion, available for review.

5. Incident Management and data breach notification.

Oracle promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or handling of Services Personal Information.

If Oracle becomes aware and determines that an incident involving Services Personal Information qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Services Personal Information transmitted, stored or otherwise processed on Oracle systems that compromises the security, confidentiality or integrity of such Services Personal Information, Oracle will report such breach to You without undue delay.

As information regarding the breach is collected or otherwise reasonably becomes available to Oracle and to the extent permitted by law, Oracle will provide You with additional relevant information concerning the breach reasonably known or available to Oracle.

6. Subprocessors

To the extent Oracle engages Oracle affiliates and third party subprocessors to have access to Services Personal Information in order to assist in the provision of Services, such subprocessors shall be subject to the same level of data protection and security as Oracle under the terms of Your order for Services. Oracle is responsible for its subprocessors' compliance with the terms of Your order for Services.

Oracle maintains lists of Oracle affiliates and subprocessors that may process Services Personal Information. Additional information is available to You via My Oracle Support (<https://support.oracle.com>) Document ID 2121811.1, or other applicable primary support tool provided for the Services.

7. Cross-border data transfers

Oracle is a global corporation with operations in over 80 countries and Services Personal Information may be processed globally as necessary in accordance with this policy and other relevant privacy terms specified applicable to Your Services. If Services Personal Information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take adequate measures designed to protect the Services Personal Information, such as ensuring that such transfers are subject to the terms of the EU Standard Contractual Clauses or other adequate transfer mechanism as required under relevant data protection laws.

In the event the Services agreement between You and Oracle references the [Oracle Data Processing Agreement for Oracle Services](#) (“DPA”), further details on the relevant data transfer mechanism that applies to Your order for Oracle Services are available in the DPA. In particular, for Services Personal Information transferred from the European Economic Area (“EEA”) or Switzerland, such transfers are subject to Oracle’s Binding Corporate Rules for Processors (BCR-P) or the terms of the EU Standard Contractual Clauses. For Services Personal Information transferred from the United Kingdom (UK), such transfers are subject to the UK Addendum or other appropriate transfer mechanism.

8. Audit rights

To the extent provided in your order for Services, You may at Your sole expense audit Oracle’s compliance with the terms of this Services Privacy Policy by sending Oracle a written request, including a detailed audit plan, at least two weeks in advance of the proposed audit date. You and Oracle will work cooperatively to agree on a final audit plan.

The audit shall be conducted no more than once during a twelve-month period, during regular business hours, subject to Oracle’s on-site policies and regulations, and may not unreasonably interfere with business activities. If You would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Oracle. Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is classified as confidential information under the terms of Your agreement with Oracle.

Oracle will contribute to such audits by providing You with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Services. If the requested audit scope is addressed in a SOC 1 or SOC 2, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report. Additional audit terms may be included in Your order for Services.

9. Deletion or return of Services Personal Information

Except as otherwise specified in an order for Services or required by law, upon termination of Services, Oracle will return or delete any remaining copies of Your production customer data, including any Services Personal Information, located on Oracle systems or Services environments. Additional information on data deletion functionality is provided in the applicable Services Descriptions.

II. SYSTEMS OPERATIONS DATA PROCESSING TERMS

1. Responsibility and purposes for processing personal information

Oracle Corporation and its affiliated entities are responsible for processing personal information that may be incidentally contained in Systems Operations Data in accordance with Sections II and III of this Policy. See the list of [Oracle entities](#). Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

We may collect or generate Systems Operations Data for the following business purposes:

- a) to help keep our Services secure, including for security monitoring and identity management;
- b) to investigate and prevent potential fraud or illegal activities involving our systems and networks, including to prevent cyber-attacks and to detect bots;
- c) to administer our back-up disaster recovery plans and policies;

- d) to confirm compliance with licensing and other terms of use (license compliance monitoring);
- e) for research and development purposes, including to analyze, develop, improve and optimize our Services;
- f) to comply with applicable laws and regulations and to operate our business, including to comply with legally mandated reporting, disclosure or other legal process requests, for mergers and acquisitions, finance and accounting, archiving and insurance purposes, legal and business consulting and in the context of dispute resolution.

Where relevant, our legal basis for processing Your personal information is as follows:

Oracle will process Systems Operations Data as may be necessary to help keep our Services secure; to investigate and prevent potential fraud or illegal activities involving our systems and networks; to administer our back-up disaster recovery plans and policies; and to confirm compliance with licensing and other terms of use.

Oracle will process Systems Operations Data as may be necessary for internal research for technological development and demonstration and to improve, upgrade, or enhance Oracle products and services based on our legitimate interests when such processing has a limited privacy impact on the individual.

Oracle may also process Systems Operations Data as necessary for compliance with our legal obligations and for required business operations as noted above.

2. Sharing personal information

Personal information contained in Systems Operations Data may be shared throughout Oracle's global organization for Oracle's business purposes. A list of Oracle entities is available as indicated above.

We may also share such personal information with the following third parties:

third-party service providers (for example IT service providers, lawyers and auditors) in order for those service providers to perform business functions on behalf of Oracle;

relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);

as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

When third parties are given access to personal information contained in Systems Operations Data, we will take the appropriate contractual, technical and organizational measures to ensure, for example, that personal information is only processed to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law. Oracle does not share or sell Systems Operations Data subject to this Privacy Policy with third parties for any commercial purposes.

3. Cross-border data transfers

If personal information contained in Systems Operations Data is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take measures designed to adequately protect information about Users, such as ensuring that such transfers are subject to the terms of the EU Standard Contractual Clauses or other adequate transfer mechanism as required under relevant data protection laws.

4. Security

Oracle has implemented appropriate technical, physical and organizational measures in accordance with the Oracle Corporate Security Practices designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access as well as all other forms of unlawful processing (including, but not limited to, unnecessary collection) or further processing.

5. Individual rights

To the extent personal information about You is contained in Systems Operations Data, You may request to access, correct, update or delete personal information contained in Systems Operations Data in certain cases, or otherwise

exercise Your choices with regard to Your personal information by filling out an [inquiry form](#). We will respond to your request consistent with applicable law.

If You are a California resident, You may request that Oracle disclose the following information:

- the categories and specific pieces of personal information we collected about You and the categories of personal information we sold, if applicable;

- the categories of sources from which we collected such personal information;

- the business or commercial purpose for collecting or selling personal information; and

- the categories of third parties to whom we sold or otherwise disclosed personal information, if applicable.

If You are a California resident, You may also request deletion of the personal information we collected under this Privacy Policy and opt-out of any future sale of personal information, if applicable. If You are an authorized agent making an access or deletion request on behalf of a Californian resident, please reach out to us via the [inquiry form](#) and indicate that You are an authorized agent. We will provide You with instructions on how to submit a request as an authorized agent on behalf of a Californian resident.

If You are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page, available [here](#).

III. COMMUNICATIONS AND NOTIFICATIONS TO CUSTOMERS AND USERS

1. Legal requirements.

Oracle may be required to provide access to Services Personal Information and to personal information contained in Systems Operations Data as required by law, such as to comply with a subpoena or other legal process, when we

believe in good faith that disclosure is necessary to protect our rights, protect Your or a User's safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside Your or a User's country of residence, for national security and/or law enforcement purposes.

Oracle will promptly inform You of requests to provide access to Services Personal Information, unless otherwise required by law.

2. Global Data Protection Officer

Oracle has appointed a Global Data Protection Officer who is also Oracle's Chief Privacy Officer. If You or a User believe that personal information has been used in a way that is not consistent with this Privacy Policy, or if You or a User have further questions, comments or suggestions related to Oracle's handling of Services Personal Information or personal information contained in Systems Operations Data, please contact the Data Protection Officer by filling out an [inquiry form](#).

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

For personal information collected INSIDE the EU/EEA, You may contact Oracle's external EU Data Protection Officer by filling out the [inquiry form](#) and selecting "Other Privacy Inquiry - Contact our DPO" in our drop down box or by written inquiry to.

Robert Niedermeier
Hauptstraße 4
D-85579 Neubiberg / München
Germany

For personal information collected INSIDE Brazil, written inquiries to the Brazilian Data Protection Officer may be addressed to:

Alexandre Sarte
Rua Dr. Jose Aureo Bustamante, 455
Vila São Francisco
São Paulo, BR

3. Filing a complaint

If You or a User have any complaints regarding our compliance with our privacy and security practices, please contact us. We will investigate and attempt to resolve any complaints and disputes regarding our privacy practices. Users also have the right to file a complaint with a [competent data protection authority](#).

4. Changes to this Services Privacy Policy

This Privacy Policy was last updated on August 5, 2022. However, the Services Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on this [website](#). In cases of material changes, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website) prior to the changes becoming effective.

Previous versions: [4/9/21](#) | [1/19/21](#) | [10/20/20](#) | [3/7/19](#) | [2/14/19](#)

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Privacy @ Oracle

Oracle General Privacy Policy

1. INTRODUCTION

This **General Oracle Privacy Policy** (also referred to as the ‘**Privacy Policy**’) provides information on the collection, use, and sharing (collectively referred to ‘**processing**’ or ‘**process**’) as of personal information by Oracle Corporation and its affiliates (“Oracle”, “we” or “us”) in connection with your use of Oracle websites, mobile applications, and social media pages that link to this Privacy Policy, your interactions with Oracle during in-person meetings at Oracle facilities or at Oracle events, and in the context of other online or offline sales and marketing activities. This Privacy Policy also explains the privacy rights you have in relation to these processing activities.

This Privacy Policy was last updated on August 3, 2022. However, the Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on this [website](#). In case there is an important change that we want to highlight to you, we will also inform you in another appropriate way (for example via a pop-up notice or statement of changes on our website). See the [previous version](#) of this Privacy Policy.

As used in this Privacy Policy, ‘personal information’ or ‘personal data’ means information that relates to an identified individual or to an identifiable individual. For example, this could include among other things your name, address, email address, business contact details, or information gathered through your interactions with us via our websites or at events. Personal information is also referred to as ‘**information about you.**’ For more detail about the types of information about you that we may process, please refer to [Section 4](#) below.



SCOPE OF THE PRIVACY POLICY

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This Privacy Policy applies to the processing of personal information by Oracle visitors and users of the various Oracle sites, attendees of Oracle events, customers and prospective customers and their representatives; subscribers to Oracle publications or newsletters; visitors to Oracle facilities and suppliers and business partners and their representatives.



WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

[See More](#)

Oracle Corporation and its affiliated entities are responsible for the processing of your personal information as described in this Privacy Policy.



WHICH CATEGORIES OF PERSONAL INFORMATION DO WE PROCESS?

[See More](#)

Oracle processes information about you that directly identifies you, such as name, email, and address, and information about you that may only indirectly identify you such as device identifiers or online activity when not associated with your name.



WHERE DO WE SOURCE YOUR PERSONAL INFORMATION?

[See More](#)

Oracle can process information about you collected directly from you both offline and online, including when you create an Oracle account to access Oracle products and services or attend an Oracle-sponsored event. Information about you may also be provided by third party sources, such as data aggregators who may not have a relationship with you or by third parties who collect information about you on behalf of Oracle such as when you download a whitepaper.



WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

[See More](#)

We use your personal information to respond to your requests; to deliver functionality on our sites; to administer our subscriptions; to market and tailor products and services to your or your company's interests; to engage in transactions with and process orders; to develop, improve the performance of, and secure our sites, products and services; and to comply with applicable laws such as to comply with an opt-out request.





HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

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Your personal information is shared for business and commercial purposes throughout Oracle's organization and with third parties such as distributors or resellers, event co-hosts and sponsors, service providers, and public, government, judicial and law enforcement entities.



WHAT ARE YOUR PRIVACY RIGHTS?

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You have privacy rights for the information we process about you. You can choose to opt-out of third party sharing, object to, or restrict our use of your personal information, delete, change or correct your personal information or access your personal information by filling out our [inquiry form](#). If your inquiry relates to an Oracle service account or support of Oracle products or services, please go to the [Contact Oracle](#) page for resources and contact information to administer service account data.



HOW TO CONTACT ORACLE IF YOU HAVE QUESTIONS, COMMENTS OR COMPLAINTS?

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If you believe your personal information has been used in a way that is not consistent with the Privacy Policy, please contact the Global Data Protection Officer.

2. SCOPE

This Privacy Policy applies to the processing of personal information by Oracle of:

visitors and users of the various Oracle sites, including our websites on [oracle.com](https://www.oracle.com), computer or mobile software applications and our social media pages that link to this Privacy Policy (collectively referred to as the **sites**);

attendees of Oracle events, such as Oracle OpenWorld, or Oracle-sponsored events;

customers and prospective customers and their representatives;

subscribers to Oracle publications and newsletters;

visitors to Oracle facilities; and

suppliers and business partners and their representatives.

The Privacy Policy does not apply to the following activities:

Personal information collected about you by Oracle customers. Oracle customers are responsible for their own personal information collection and processing practices, including when customers use Oracle products or services to process your personal information. To find out more about our customers' use of personal information about you, you are encouraged to review the relevant privacy policy of the company who collected your information from you. Please consult that company directly if you have any further questions about its use of information about you.

Personal information processed by Oracle to provide Cloud, Technical Support, Consulting/ACS or other services to Oracle customers. "Services personal information" is personal information processed by Oracle on behalf of a customer in order to provide and perform contracted services. If you are an Oracle customer and Oracle is processing personal information on behalf of your company, please refer to the Services Privacy Policy for information on how Oracle processes services personal information, available at <https://www.oracle.com/legal/privacy/services-privacy-policy.html>.

Personal information you provide on third party sites not controlled by Oracle. When interacting with our websites, you also have the ability to link or connect with non-Oracle websites, services, social networks, applications or other features. Enabling these features will lead to other parties than Oracle processing

information about you. Oracle does not have any control over these features of other parties. We encourage you to review the privacy policies of these parties before using these features.

3. WHO IS RESPONSIBLE FOR YOUR PERSONAL INFORMATION?

Oracle Corporation and its affiliated entities are responsible for processing your personal information described in this Privacy Policy. See the list of [Oracle entities](#). Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

4. WHICH CATEGORIES AND SPECIFIC PIECES OF PERSONAL INFORMATION DO WE PROCESS?

Oracle can process information about you collected directly from you both offline and online, including when you create an Oracle account to access Oracle products and services or attend an Oracle-sponsored event. Information about you may also be provided to Oracle by selected third party sources, such as data aggregators who may not have a direct relationship with you or by third parties who collect information about you on behalf of Oracle such as when you download an Oracle whitepaper.

Specific pieces of information about you that Oracle may collect and process depending on your interaction with Oracle, includes:

- name and physical address, email addresses, and telephone numbers;

- demographic attributes, when tied to personal information that identifies you;

- photographs that identify you and testimonials;

- transactional data, including products and services ordered, financial details and payment methods;

- company data such as the name, size and location of the company you work for and your role within the company as well as publicly available company information and activity associated with company data;

data from surveys conducted by Oracle or by third parties on behalf of Oracle and publicly available information, such as social media posts;

call recording and chat transcript data from Sales and customer support calls and live chat sessions or interviews;

unique IDs such as your mobile device identifier or cookie ID on your browser;

IP address and information that may be derived from IP address, such as geographic location;

information about a device you use, such as browser, device type, operating system, the presence or use of “apps”, screen resolution, and the preferred language;

certain location or geolocation information you provide directly or through automated means, if you choose to enable location based services from your device or Oracle app; and

behavioral data of the internet connected computer or device you use when interacting with the sites, such as advertisements clicked or viewed, sites and content areas, date and time of activities or the web search used to locate and navigate to a site.

Certain online information about you or device information may originate from the use of cookies and similar technologies (for example, pixel tags and device identifiers) on our sites or sites of third parties. For more information on cookies and similar technologies, please see [Section 11](#) below.

Please note that Oracle does not control the content that you may post to Oracle Communities forums or social networks; in some cases, such content may be publicly available on the Internet. You should carefully consider whether you wish to submit personal information to these forums or social networks and whether you wish to make your profile available to other users, and you should tailor any content you may submit accordingly.

5. WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

We may use personal information for the following business purposes:

to communicate and respond to your requests and inquiries to Oracle;

to create and administer an Oracle single sign-on (SSO) account (also referred to as an 'Oracle Account') and to deliver functionality on our sites and for their technical and functional management;

to engage in transactions with customers, suppliers and business partners and to process orders for Oracle products and services;

to analyze, develop, improve and optimize the use, function and performance of our sites and products and services;

to manage the security and operation of our sites, facilities, and networks and systems; and

to comply with applicable laws and regulations and to operate our business.

We may use personal information for the following commercial purposes:

to administer subscriptions of Oracle publications and newsletters;

to market our products and services or related products and services, and to tailor our marketing and sales activities to your or your company's interests; and

to provide select business-to-business services to Oracle customers using publicly available information about companies which may include personal information such as the name of a company's CEO that is publicly available.

These purposes are described below in further detail.

To communicate and respond to your requests and inquiries to Oracle

If you get in touch with us (such as by submitting contact forms on our sites, reaching out to us via Oracle Sales chat, attending Oracle events or other occasions, sending an email or by visiting social media platforms), we process

information about you to communicate with you and to respond to your requests or other inquiries. We can also process personal information to interact with you on third party social networks.

To create an Oracle SSO account and deliver functionality on our sites and for their technical and functional management

When you choose to register with us (such as to make use of our communities), we need to process the personal information provided by you so that we can create an Oracle account for you. Please note, this only applies to personal information controlled by Oracle, not personal information Oracle processes on behalf of our customers.

To engage in transactions with customers, suppliers and business partners and to process purchases of our products and services

If you place an order for our products and services, or if you provide services to Oracle, our employees, customers or partners as a supplier or business partner, Oracle processes information about you to engage in and administer the relevant transactions (such as by sending invoices and making payments), administer your order, and help you get started and adopt our products and services (e.g., by contacting you to activate your Cloud services credits). If you download products or services from our sites, Oracle uses information about you to confirm certain information about your order (for example, that you did not experience problems in the download process).

To analyze, develop, improve and optimize the use, function and performance of our sites and products and services

We may process personal information in order to analyze, develop, improve and optimize the use, function and performance of our sites and products and services, including for quality assurance and training purposes, as well as for marketing and sales campaigns. This includes processing personal information to conduct surveys to improve Oracle products and services. In case the sites permit you to participate in interactive discussions, create a profile, post comments, opportunities or other content, or communicate directly with another user or otherwise

engage in networking activities on Oracle sites, Oracle may process personal information when moderating these activities.

To manage the security of our sites, facilities, networks and systems

We may collect site use data for security and operations management to help keep our sites, facilities, networks and systems secure, or to investigate and prevent potential fraud, including ad fraud and cyber-attacks and to detect bots.

To comply with applicable laws and regulations and to operate our business

In some cases, we have to process personal information to comply with applicable laws and regulations. For example, to respond to a request from a regulator or to defend a legal claim. We may also process personal information in the performance and operation of our business, such as to conduct internal audits and investigations or for finance and accounting and archiving and insurance purposes.

To administer subscriptions of Oracle publications and newsletters

If you subscribe to our magazines (such as “Oracle” or “Profit”), we process information about you to administer your subscription to our magazines (including the renewal process) and newsletters.

To market our products, services, events, or related products and services and to tailor marketing and sales activities

Oracle may use information about you to notify you about new product releases and service developments, events, alerts, updates, prices, terms, special offers and associated campaigns and promotions (including via newsletters). Oracle may also use personal information to advertise Oracle’s products and services or related products and services, and also to have our distributors, resellers or partners notify you about our products or services or their related products or services (such as via joint sales or product promotions). We do our best to tailor your website

visit, marketing experience and our communications to your expressed interests. This happens, for example, if you sign up for an Oracle community or program like the Oracle Partner Network or Oracle Technology Network.

If you attend an event, Oracle may process information about you gathered in relation to the event and can share information about your attendance with your company. Oracle may also permit designated event partners or conference sponsors to send you up to two communications related to your event attendance. Please note that our partners or conference sponsors may directly request information about you at their conference booths or presentations, and their use of your information that you provide to them will be subject to their privacy policies.

We may also process your personal information to post testimonials on our sites, but will first obtain your consent to use your name and testimonial.

To provide select services to Oracle customers using publicly-available information which may include personal information such as the name of a company's CEO

For some business-to-business services, we may collect the publicly available names of company directors and officials to better understand the status of these companies and help inform our services which relate to providing customers information about other companies.

6. WHAT IS OUR BASIS FOR PROCESSING INFORMATION ABOUT YOU?

For personal information collected about you in the EU/EEA, the UK and other relevant jurisdictions, our basis for processing is the following:

We rely on our **legitimate interest** in processing contact and related information about you in order to communicate adequately with you and to respond to your requests.

In order to engage in transactions with customers, suppliers and business partners, and to process purchases and downloads of our products and services, we need to process information about you **as necessary to enter into or perform a contract** with you.

We process personal information for marketing and sales activities (including events) based on your **consent** where so indicated on our sites at the time your personal information was collected, or further to our **legitimate interest** to keep you updated on developments around our products and services which may be of interest to you.

We rely on our **legitimate interest** to analyze, develop, improve and optimize our sites, facilities, products and services, and to maintain the security of our sites, networks and systems.

In order **to comply with applicable laws and regulations**, such as to comply with a subpoena or other legal process, or to process an opt-out request.

7. FOR WHAT PERIOD DO WE RETAIN PERSONAL INFORMATION

Oracle maintains personal information for the following retention periods:

Information about you we collect to engage in transactions with our customers, suppliers and business partners, and to process purchases of our products and services, will be retained for the duration of the transaction or services period, or longer as necessary for record retention and legal compliance purposes.

If you have registered for an Oracle SSO account (Oracle Account) to access Oracle sites or to sign up for Oracle marketing materials, your account information will be retained for as long as you maintain an active account. Your account and account information will be deleted if you do not log in for 18 consecutive months. Oracle retains records of that deletion for 90 days.

If you opened an Oracle Cloud account, your account information will be retained for as long as you maintain an active account. After service termination, minimal account information will be held for records retention purposes. Please note the Oracle Privacy team cannot delete, correct, or access service account

data or terminate your contracted Oracle product or service account. Please refer to the [Contact Oracle](#) page for resources and contact information to administer service account data.

If you have registered for our newsletters and blogs, including Oracle magazine or Profit magazine, your subscription data will be retained for as long as you are subscribed to our distribution lists. Oracle retains records of that deletion for 30 days.

Contact information such as your email address or phone number collected online on our sites or offline from our interactions with you at Oracle events and conferences, and used for direct marketing and sales activities will be retained for as long as we have an active (customer) relationship with you. We treat you as an active contact if (i) you have interacted with Oracle or updated your contact details and preferences in the past 18 months; and (ii) you have not made a deletion request.

If you have reached out to us via Oracle Sales chat, we will delete all chat transcripts 90 days after the chat has concluded.

If you have reached out to us via our support line and you have not opted out of call recording, we will delete call recordings 60 days after the call has concluded unless otherwise specified during the call.

If you have visited an Oracle facility, the personal information needed to allow you to enter the facility will be held for one year after your last visit for records retention purposes.

Personal information needed to retain your opt-out preferences is retained for 20 years (or longer as necessary to comply with applicable law).

8. WHEN AND HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

Sharing within Oracle

As a global organization, information about you may be shared globally throughout Oracle's worldwide organization. See the list of [Oracle entities](#). Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

Oracle employees are authorized to access personal information only to the extent necessary to serve the applicable purpose(s) and to perform their job functions.

Sharing with third parties

We may share personal information with the following third parties for a business purpose:

Third-party service providers (for example, credit card processing services, order fulfillment, analytics, event/campaign management, website management, information technology and related infrastructure provision, customer service, e-mail delivery, auditing, and other similar service providers) in order for those service providers to perform business functions on behalf of Oracle;

Relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);

As required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

We may share personal information with the following third parties for a commercial purpose:

Oracle distributors or resellers for further follow-up related to your interests, specific partners that offer complementary products and services or with third parties to facilitate interest-based advertising; and

Event partners or conference sponsors for Oracle events such as when you scan your badge at a sponsored booth.

When third parties are given access to personal information, we will take appropriate contractual, technical and organizational measures designed to ensure that personal information is processed only to the extent that such processing is necessary, consistent with this Privacy Policy, and in accordance with applicable law.

9. HOW IS PERSONAL INFORMATION HANDLED GLOBALLY?

Oracle is a global corporation with operations in over 80 countries and personal information is processed globally as necessary in accordance with this policy. If personal information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take adequate measures designed to protect the personal information, such as ensuring that such transfers are subject to the terms of the EU Model Clauses or other adequate transfer mechanism as required under relevant data protection laws. Additional country-specific information on data transfers may be provided if you sign up for an Oracle SSO account (Oracle Account) or register for an event.

10. HOW IS YOUR PERSONAL INFORMATION SECURED?

Oracle has implemented appropriate technical, physical and organizational measures designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, as well as all other forms of unlawful processing.

11. WHAT COOKIES AND SIMILAR TECHNOLOGIES DO WE USE ON OUR SITES?

Cookies and similar technologies (e.g., pixels tags and device identifiers) are used by Oracle and our advertising technology partners to recognize you and/or your device(s) on, off and across different services and devices for the purposes specified in [Section 5](#) above.

When do we use cookies and similar technologies?

Cookies are small text files that contain a string of characters and uniquely identify a browser on a device connected to the Internet. We place cookies in your browser when you visit Oracle sites and non-Oracle sites that host our plugins or tags. Depending on your jurisdiction, you may be presented with different consent options, including the option to reject all non-essential cookies, prior to Oracle placing cookies on your browser. Visitors from all jurisdictions are provided with functionality to opt out of non-required cookies using the [cookie preferences tool](#).

We use cookies and other technologies on all our sites to ensure the best possible and secure experience on our sites and to provide you with tailored information on products and services. Oracle also uses cookies or similar technologies on its sites to collect online information such as your mobile device ID, IP address, and other information about your device, as well as behavioral data of your device usage on our sites (e.g. pages viewed, links clicked, documents downloaded).

How can I manage my cookie preferences?

If you are a visitor to our sites, you can use our [cookie preferences tool](#) to opt out of cookies that are not required to enable core site functionality, such as advertising and functional cookies.

You can also access the [Oracle Data Cloud opt-out tool](#) to opt out of interest based advertising by Oracle and other participating advertising technology companies serving interest-related ads to you on behalf of Oracle. Please note that the Oracle Data Cloud opt-out tool will only work on the Internet browser on which they are deposited, and they will only function only if your browser is set to accept third-party cookies.

If you do not want to receive cookies, you can also change your **browser settings** on your computer or other device you are using to access our services. Most browsers also provide functionality that lets you review and delete cookies, including Oracle cookies.

12. WHAT ARE YOUR PRIVACY RIGHTS?

You can exercise your privacy rights in accordance with applicable laws as specified on our [Privacy Choices page](#), or by filling out our [inquiry form](#). You have multiple privacy rights, subject to applicable law, in respect of the information we process about you:

Opt-out of our use or sharing of your personal information

You may withdraw consent you have previously provided for the processing of information about you, including for email marketing by Oracle.

Delete personal information

You can ask us to erase or delete all or some of the information about you.

Change or correct personal information

You can edit some of the information about you by. You can also ask us to change, update or fix information about you in certain cases, particularly if it is inaccurate.

Object to, or limit or restrict use of personal information

You can ask us to stop using all or some of the information about you (for example, if we have no legal right to keep using it) or to limit our use of it (for example, if the information about you is inaccurate).

Right to access and/or have your information provided to you

You can also ask us for a copy of information about you and can ask for a copy of information about you provided in machine readable form if you reside in the EU, California or other jurisdiction that provides you this right as a matter of law.

If you are authorized to make an access or deletion request on behalf of a data subject, please reach out to us via the inquiry form and indicate that you are an authorized agent. We will provide you with instructions on how to submit a request as an authorized agent on behalf of a data subject.

In the event you have previously created an account for a certain [Oracle portal](#), you can access and manage your personal information stored in these portals (i) by clicking the links and following the corresponding instructions, and (ii) taking the actions within each portal with regards to your personal information, such as updating your

contact details, deleting certain entries or records, or downloading a copy of your profile. Please note that these actions are available to the extent permitted by each portal's functionality.

If your inquiry relates to your company's service account or support of Oracle products or services, please note the Oracle Privacy team cannot delete, correct, or access service account data or terminate your contracted Oracle product or service account. Please go to the [Contact Oracle](#) page for resources and contact information to administer service account data.

13. DO YOU COLLECT SENSITIVE INFORMATION AND INFORMATION FROM CHILDREN?

Sensitive personal information

We ask that you do not send us, and do not share any sensitive personal information (for example, government-issued IDs, information related to racial or ethnic origin, political opinions, religion or other beliefs, health, genetic, or biometric data, criminal background or trade union membership).

Children's privacy

As a company focused on serving the needs of businesses, Oracle's sites are not directed to minors and Oracle does not promote or market its services to minors, except in very limited circumstances as part of specific educational outreach programs with parental permission. If you believe that we have mistakenly or unintentionally collected personal information of a minor through our sites without appropriate consent, please notify us through our inquiry form so that we may immediately delete the information from our servers and make any other necessary corrections. Additionally, please use this same form to request removal of content or information that was posted to our sites when the registered user was under the age of 16. Please note that such requests may not ensure complete or comprehensive removal of the content or information, as, for example, some of the content may have been reposted by another user.

14. WHAT ARE YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)?

If you are a California resident, you may request that we:

1. disclose to you the following information covering the 12 months preceding your request:

the categories and specific pieces of personal information we collected about you and the categories of personal information we sold (see [Section 4](#));

the categories of sources from which we collected such personal information (see [Section 4](#));

the business or commercial purpose for collecting or selling personal information about you (see [Section 5](#)); and

the categories of third parties to whom we sold or otherwise disclosed personal information (see [Section 8](#)).

2. delete personal information we collected from you (see [Section 12](#)); or
3. opt-out of any future sale of personal information about you (see [Section 12](#)).

We will respond to your request consistent with applicable law. If you are an authorized agent making an access or deletion request on behalf of a Californian resident, please reach out to us via the [inquiry form](#) and indicate that you are an authorized agent. We will provide you with instructions on how to submit a request as an authorized agent on behalf of a Californian resident.

If you are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page, available [here](#).

15. DATA PROTECTION OFFICER

Oracle has appointed a **Global Data Protection Officer**. If you believe your personal information has been used in a way that is not consistent with the Privacy Policy or your choices, or if you have further questions, comments or suggestions related to this Privacy Policy, please contact the Global Data Protection Officer by filling out an [inquiry form](#).

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

For personal information collected about you in the EU/EEA or other relevant regions, the EU Data Protection Officer can be contacted by filling out an inquiry form and selecting “Contact Oracle’s external EU DPO” in the dropdown menu. Written inquiries may be addressed to:

Robert Niedermeier
Hauptstraße 4
D-85579 Neubiberg / München
Germany

For personal information collected from individuals INSIDE Brazil, written inquiries to the Brazilian Data Protection Officer may be addressed to:

Alexandre Sarte
Rua Dr. Jose Aureo Bustamante, 455
Vila São Francisco
São Paulo, BR

16. FILING A COMPLAINT

If you have any complaints regarding our compliance with this Privacy Policy, please contact us. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this Privacy Policy and in accordance with applicable law. You also have the right to file a complaint with a competent [data protection authority](#).

17. ORACLE CORPORATE HEADQUARTERS

Oracle's corporate headquarters are located at:

2300 Oracle Way
Austin, TX 78741
USA

Tel: +1.737.867.1000

Previous versions: [05/05/22](#) | [04/05/21](#) | [01/19/21](#) | [01/04/21](#) | [10/20/20](#) | [12/23/19](#) | [3/25/19](#)

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Privacy @ Oracle

Oracle Advertising Privacy Policy

1. INTRODUCTION

This **Oracle Advertising Privacy Policy** (also referred to as the '**Privacy Policy**' or the '**Oracle Data Cloud Privacy Policy**') informs consumers ('**you**' or '**your**') on the collection, use, sharing, and selling (collectively referred to as '**processing**' or '**process**') of your personal information in connection with Oracle's provision of Oracle Advertising services designed to help Oracle's customers' and partners' online and offline marketing activities ('**Oracle Advertising**'). This Privacy Policy also explains your privacy rights in relation to these processing activities.

This Privacy Policy was last updated on September 23, 2022. However, the Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on this [website](#). In case there is an important change that we want to highlight to you, we will also inform you in another way (for example, via a pop-up notice or statement of changes on our website). View a [previous version](#) of this Privacy Policy.

As used in this Privacy Policy, 'personal information' or 'personal data' means information that relates to an identified individual or to an identifiable individual. For example, this could include among other things your name, address, email address, past purchase behavior or information regarding your online interests. Personal information about you that Oracle may process is also referred to as '**information about you.**' For more detail about the types of information about you that Oracle Advertising may process, please refer to [Section 4](#) below.



SCOPE OF THE PRIVACY POLICY

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The Privacy Policy applies to Oracle's processing of information about you that has been provided to Oracle Advertising by our data suppliers.



WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

Oracle Corporation and Oracle America, Inc. are responsible for the processing of information about you as described in this privacy policy.

[See
More](#)



WHICH CATEGORIES OF PERSONAL INFORMATION DO WE PROCESS?

[See
More](#)

Oracle may process online personal information that may indirectly identify you, as well as offline information that may directly identify you.



WHERE DO WE SOURCE YOUR PERSONAL INFORMATION?

[See
More](#)

Oracle obtains data from third party sources, including from advertising agencies, website operators, retail stores, and third party data providers.



WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

[See
More](#)

We use personal information about you to enable Oracle Advertising customers and partners to market products and services to you, to develop and improve Oracle products and services, and for security and compliance purposes.



HOW CAN WE SHARE OR SELL YOUR PERSONAL INFORMATION?

See
More

Your personal information is shared throughout Oracle's organization and sold or shared to third parties such as Oracle Advertising customers and partners, service providers, and others as described in [Section 9](#).



WHAT ARE YOUR PRIVACY RIGHTS?

See
More

You have privacy rights for the information we process about you. You can request to opt-out of third party sharing or selling, and object to our use of your personal information for online behavioral marketing and advertising purposes, delete your personal information, or access your personal information (See [Section 13](#))



HOW TO CONTACT ORACLE IF YOU HAVE ANY QUESTIONS, COMMENTS OR COMPLAINTS?

See
More

If you believe your personal information has been used in a way that is not consistent with the Privacy Policy, please contact the Global Data Protection Officer at the address below.

2. SCOPE

The Privacy Policy **applies** to Oracle's **processing of information about you provided to Oracle Advertising by our third-party data suppliers** to help enable Oracle Advertising customers and partners to market products and services to you based on your interests.

The Privacy Policy does **not apply** to the following activities:

Data collected in connection with the Oracle AddThis tools. In some regions, Oracle may also process information about you provided to Oracle Advertising by website publisher partners using the Oracle AddThis

tools. For information about Oracle's data collection and use practices in connection with the Oracle AddThis tools, please refer to <https://www.oracle.com/legal/privacy/addthis-privacy-policy.html>.

First-party information collected about you by Oracle customers. Our customers are responsible for their own personal information collection practices and their use of the personal information for marketing and other purposes, including when they use Oracle Advertising services to send you online advertising. This includes any personal information processed through Oracle Advertising's Moat or Grapeshot products on behalf of Oracle customers. To find out more about our customers' use of first-party information about you, you are encouraged to review the relevant privacy policy of the company who collected your information from you or is sending you advertising. Please consult that company if you have any further questions about its use of information about you.

Data collected for Oracle's own direct marketing purposes. For information about Oracle's processing activities with regard to your personal information collected on Oracle websites and applications, and used for Oracle's own direct marketing purposes, please refer to <https://www.oracle.com/legal/privacy/privacy-policy>.

3. WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

Oracle Corporation and Oracle America, Inc., having their registered address at 2300 Oracle Way, Austin, TX, 78741, USA, are responsible for processing your personal information in scope of this Privacy Policy.

4. WHICH CATEGORIES AND SPECIFIC PIECES OF PERSONAL INFORMATION DO WE PROCESS?

Information about you may in some cases directly identify you, while in other cases it may only indirectly identify you. Personal information that is collected **offline** and that can **directly** identify you may include, for example:

name, physical address, email addresses, and telephone numbers;

- demographic attributes, when tied to other information that identifies you;
- transactional data based on your purchases, when tied to other information that identifies you;
- company data such as the name, size, and location of the company you work for and your role within the company;
- data from marketing opt-in lists, consumer surveys, or publicly available information;
- derived latitude/longitude from a physical address.

Oracle Advertising only processes offline personal information about individuals located in the United States.

Personal information that is collected **online** and that may **indirectly** identify you may include, for example:

- unique IDs such as your mobile device identifier, or a cookie ID on your browser;
- a connected device identifier such as an ID from a smart television or streaming device (US only);
- IP addresses and information derived from IP addresses, such as geographic location;
- information about your device, such as browser, device type, operating system, the presence or use of “apps”, screen resolution, or the preferred language;
- obfuscated personal information such as hashed email addresses (direct identifiers are removed);
- demographic information such as gender, age, and income range when not tied to information that directly identifies you;
- behavioral data of the internet connected computer or device you use when interacting with websites, applications, or other connected devices, such as advertisements clicked or viewed, websites and content areas, date and time of these activities, or the web search used to locate and navigate to a website.

We may associate personal information about you with interest segments or profiles as part of the provision of Oracle Advertising services to our customers and partners:

Interest Segments are a specific group of consumers that share a common behavior or preference used for direct marketing by our customers. For example: in market for travel specials to Hawaii.

Profiles are a set of attributes about a specific consumer or device, or a set of multiple consumers or devices sharing common attributes used for marketing by our customers. For example: age bracket 25-55; adventurous traveler; surfing enthusiast; in market for travel specials to Hawaii.

5. FOR WHAT COMMERCIAL OR BUSINESS PURPOSE DO WE USE YOUR PERSONAL INFORMATION?

We use personal information for the following commercial purposes:

- a) to help enable Oracle Advertising customers and partners to market products and services to you based on your interests;
- b) to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services;

We use personal information for the following business purposes:

- c) to manage the security of our sites, networks and systems;
- d) to comply with applicable laws and regulations and to operate our business.

These purposes are described below in further detail.

a) To help enable Oracle Advertising customers and partners to market products and services to you based on your interests

We process personal information about you for marketing purposes to help enable Oracle Advertising customers and partners to advertise products and services to you via online and offline marketing activities based on your interests. “Marketing purposes” means the processing of offline and online personal information, as defined in Section 4: (i) to solicit or induce a purchase, rental, lease, or exchange of products or services directly to consumers or businesses via offline and online advertising campaigns; (ii) to develop market research or market surveys or to provide verification services to marketers; (iii) to create, communicate, deliver, and exchange offerings that have value for customers, clients, partners, and society at large; or (iv) to encourage safe practices and trends and the provision of factual information, including, by way of example, providing product or automotive recall notices.

More specifically, Oracle can process information about you:

- i. For online interest-based advertising delivered through Oracle Advertising partners that display online advertising to you on behalf of Oracle Advertising customers.

Example: a marketing professional working for a travel company wants to market the company’s travel specials to Hawaii to a specific group of individuals (also known as an **audience**) that may be interested in those specials. The marketing professional uses Oracle Advertising services to create an audience interested in travel to Hawaii. If you have visited a travel website previously and have expressed an interest in Hawaiian vacations, you may be placed in the travel company’s audience and subsequently see advertisements for a vacation to Hawaii on other websites (because a cookie has been placed on your browser) or, in the United States, via a connected device (due to an association between your IP address and device identifier).

- ii. For offline and online campaign measurement, analytics, and development of insights on behalf of our Oracle Advertising customers.

Example: a marketing professional working for a travel company wants to better understand if the company’s marketing campaign for travel specials to Hawaii contributed to an increase in their product sales. The marketing professional uses Oracle Advertising services to see how many display or videos ads were viewed,

and whether the ads were clicked on and a purchase was made.

iii. For enabling our Oracle Advertising customers to personalize their products and services, including site optimization, email personalization, and dynamic marketing and advertising optimization.

Example: if you have previously indicated an interest in travel to Hawaii, when you visit a travel company's website it can display tailored offers for Hawaiian vacations on their homepage.

iv. For linking Profiles and Interest Segments to enable Oracle Advertising customers and partners to connect your Interest Segments across the various browsers and/or devices you may use for the purposes described in this section.

Example: you are interested in vacations offered by a travel company and have clicked on their online advertising. You are logged into several devices (your desktop, smartphone, and tablet) using the same login. Oracle Advertising partners have indicated that you are likely the same user across those same devices. The travel company is able to display vacation offers to you (via a de-identified cookie ID) on these different devices.

v. For creating modelled online and offline "lookalike" audiences for Oracle Advertising customers' products and services.

Example: a marketing professional working for a travel company wants to find new potential customers who are, like you, likely to be interested in travel to Hawaii. Oracle Advertising services can help the travel company by looking for key characteristics between Profiles that have expressed an interest in traveling to Hawaii and other Profiles where a similar interest can be inferred based on these characteristics, such as an interest in travel to tropical islands.

vi. For enabling our Oracle Advertising customers to associate first-party information to certain Oracle Advertising identifiers in order to deliver marketing and advertising services to you.

Example: A travel company has its own lists of customers who have purchased travel arrangements with them,

with names, emails, and addresses. The travel company wants to be able to reach out to these customers with online advertising. The Oracle Advertising services can help the travel company by converting the company's own customer lists from identified names, emails, and addresses, to de-identified groups of cookie and device IDs provided by Oracle Advertising, in a process known in the advertising industry as "onboarding".

vii. For the United States only: to allow our customers to deliver catalogues to your physical address that may be of interest to you based on your previous offline purchase behavior.

b) For personal information collected outside the EU/EEA, to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services

We may process personal information for Oracle's own research and development purposes.

For example: to enhance data quality, develop new features and functionality, and for statistical analyses related to the performance and operation of Oracle Advertising services.

c) to manage the security of our sites, networks and systems

We can collect usage and systems operations data from Oracle Advertising services for security and operations management to help keep Oracle, customer, and partner networks and systems, as well as our products and services, secure. We may also collect usage and systems operations data to investigate and prevent cyber-attacks, malicious activity, or potential fraud, including ad fraud and to detect bots.

d) to comply with applicable laws and regulations and to operate our business

In some cases, we may process personal information to comply with applicable laws and regulations. For example, to respond to a request from a regulator or to defend a legal claim. We may also process personal information in the operation of our business. For example, to conduct audits and investigations, for finance and accounting, archiving, and insurance purposes.

6. CATEGORIES OF SOURCES OF PERSONAL INFORMATION

Oracle may process both offline and online information about you, including information from publicly available sources or third party data providers.

Offline information about you is obtained by Oracle from its offline partners such as brick-and-mortar retail stores, grocery stores and their associated loyalty card programs, payment card brands, catalog orders and consumer survey programs, and third parties who may not have a relationship with you and collect offline information from their offline partners.

Online information about you originates from your activities on sites operated by our online partners, such as advertising agencies and website operators (for example, online retail stores or travel sites). Oracle also obtains online information from third parties who may not have a direct relationship with you and who collect online information using cookies or similar technologies, such as pixels tags and device identifiers, as you browse the Internet and interact with websites. For more information on cookies and similar technologies used in connection with Oracle Advertising services, please refer to [Section 12](#) below.

Our online Oracle Advertising branded data partners are listed in our [catalogue](#). Please note that some of these partners only provide information about individuals in specific regions.

7. FOR INFORMATION ABOUT YOU COLLECTED IN THE EU/EEA, WHAT IS OUR LEGAL BASIS?

Oracle Advertising only collects limited third party data about users located in the EU/EEA, Switzerland, or the UK and only for legal compliance purposes, including for data minimization and to avoid using data from these regions. Specifically, upon initial collection, Oracle Advertising segregates, obfuscates, and purges the data from users in these regions so as to prevent using the data for the commercial purposes described above in [Section 5](#) of this Policy. Customers are responsible for their own first-party data collection and processing practices. Please see “First-party information collected about you by Oracle customers” under [Section 2](#) for more information.

8. FOR WHAT PERIOD DO WE RETAIN INFORMATION ABOUT YOU?

Oracle maintains information about you for the following retention periods:

a) **Online information** about you is retained for up to **13 months**.

Certain online information may be retained up to **18 months**. For example, Oracle customers' seasonal or cyclical interest-based advertising campaigns or internal analytics and model development may be retained for up to 18 months.

b) **Online information** about you for **linkage** purposes (cross device/cross-context technology) is retained for up to **12 months**.

c) **Offline information** about you may be retained for as long as relevant for the purposes for which it was collected (see [Section 5](#) above).

Personal information necessary to preserve opt-out preferences is retained for 20 years, unless you delete it or otherwise prevent its collection as further described in [Section 13](#) below.

9. WHEN AND HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

Sharing within Oracle

As a global organization, information about you can be shared globally throughout Oracle's worldwide organization for a business purpose(s). See a [list](#) of Oracle entities. Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

Oracle employees are authorized to access personal information only to the extent necessary to serve the applicable purpose(s) and to perform their job functions.

Sharing with or selling with third parties

We may share personal information with or sell personal information to the following third parties for a commercial purpose:

Oracle Advertising customers and partners, including digital marketers, ad agencies, web publishers, connected TV providers, demand side platforms, data management platforms, supply-side platforms, and social media networks; and

third-party service providers as necessary to perform Oracle Advertising services on behalf of Oracle.

We may share personal information with the following third parties for a business purpose:

relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer, or other disposition of all or any portion of our business, assets or stock, including in connection with any bankruptcy or similar proceedings; and

public and government authorities, including public and government authorities outside your country of residence (to the extent legally required to respond to their mandatory requests in connection with national security and/or law enforcement purposes).

When third parties are given access to personal information, we will take appropriate contractual, technical, and organizational measures designed to ensure that personal information is processed only to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law.

10. HOW IS PERSONAL INFORMATION HANDLED GLOBALLY?

Oracle is a global corporation with operations in over 80 countries, and personal information is processed globally as necessary in accordance with this policy. If personal information is transferred to an Oracle recipient in a country

that does not provide an adequate level of protection for personal information, Oracle will take adequate measures designed to protect the personal information, such as ensuring that such transfers are subject to the terms of the EU Model Clauses or other adequate transfer mechanism as required under relevant data protection laws.

11. HOW IS INFORMATION ABOUT YOU SECURED?

Oracle has implemented appropriate technical, physical, and organizational measures designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, as well as other forms of unlawful processing.

12. WHAT COOKIES, PIXEL TAGS AND OTHER SIMILAR TECHNOLOGIES DO WE USE?

Cookies and similar technologies (e.g., pixel tags and device identifiers) are used by Oracle and our advertising technology partners to recognize you and/or your device(s) on, off, and across different services and devices for the purposes specified in [Section 5](#) above.

Cookies are small text files that contain a string of characters and uniquely identify a browser on a connected device. We or our Oracle Advertising partners may use cookies to, among other things, track user trends and collect information about how you use our customers' sites or interact with advertising. Most browsers are initially configured to accept cookies by default. You may, however, be able to change your browser settings to cause your browser to refuse third-party cookies or to indicate when a third-party cookie is being sent. Check your browser's "help" files to learn more about handling cookies.

Pixel Tags (also called web beacons or clear GIFs) are invisible 1 x 1 pixels that are placed on webpages that use this technology for marketing and measurement purposes. When you access these webpages, pixel tags generate a generic notice of the visit. Pixel tags can be used with cookies or alone. When used with cookies, pixel tags can track activity on a site by a particular device and provide relevant online advertising to you. When you turn off cookies or

have opted out of cookies, pixel tags simply detect a unique website visit and how you interacted with the advertising, but do not track an individual to provide relevant online advertising.

You can opt out of cookies using the opt-out tools in the next section.

13. WHAT ARE YOUR PRIVACY RIGHTS?

Pursuant to the E.U. General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), and other applicable laws and regulations, individuals in certain jurisdictions may have data subject rights enabling them to request to opt-out of third party sharing or selling, delete or remove, or request to access and receive a copy of their personal information in Oracle's possession or for which Oracle is otherwise responsible.

Opt-out and object to our use of information about you

Oracle offers multiple ways for you to opt out of third party sharing or selling and object to our use of information about you:

Oracle Advertising Opt-out. Access the [Oracle Advertising opt-out tool](#).

Please note that if you use this opt-out tool, Oracle will opt you out of Oracle's use of information about you for Oracle Advertising services involving both first-party use of your information as well as any third-party sharing or selling of your information. See [Section 2](#) above for more information on the distinction between first-party and third-party information.

The Oracle Advertising opt-out will prevent Oracle from delivering third-party audiences to connected devices such as smart televisions or streaming devices; however, you can also visit your device's settings menu or privacy policy for information on how to opt-out directly with your connected devices.

AdTech Industry Opt-Out. You may also opt-out of third-party sharing or selling by Oracle Advertising services by using the opt-out tools provided by the following industry groups:

Digital Advertising Alliance (DAA): <http://www.aboutads.info/choices/>

Network Advertising Initiative (NAI): <http://optout.networkadvertising.org>

European Interactive Digital Advertising Alliance (EDAA): <http://www.youronlinechoices.eu/> and <http://www.edaa.eu/>

Mobile Opt-Out. While the opt-out methods described above often also work for mobile web browsing, mobile ‘app’ environments do not accept cookies. You may want to consider installing the AppChoices App provided by the Digital Advertising Alliance (DAA) to exercise opt-out control for specific companies, including Oracle, when in a mobile app environment. See [more information](#) on how to download and configure the AppChoices App relevant for your mobile platform. You can also visit the NAI’s website for [more information](#) and instructions on opting out on mobile devices.

Audience Matched Advertising Opt-Out. Oracle Advertising provides “Audience Matched Advertising” where Oracle Advertising uses hashed emails to create tailored digital advertising to provide Oracle Advertising online services. The NAI provides an email-based opt-out to opt-out of this activity. Please visit the NAI’s website for [more information](#) and instructions on opting out of Audience Matched Advertising.

Do Not Track. Oracle honors “Do Not Track” browser settings, meaning we will not track your browser for marketing purposes while you have “Do Not Track” turned on in your browser settings.

Please note that if you opt-out using any of the first three opt-out tools, you may still temporarily see interest-based advertising from Oracle Advertising customers due to advertising campaigns from those customers already underway. However, you will be opted-out of all future advertising campaigns from customers that use Oracle Advertising services.

Also note that the first three opt-out tools are currently cookie-based and prevent Oracle from using, sharing, or selling your personal information for interest-based advertising on the browser on which they are installed. As a result, these opt out tools will only function if your browser is set to accept third-party cookies and may not function where cookies are sometimes automatically disabled or removed (e.g., certain mobile devices and operating systems). If you delete cookies, change your browser settings, switch browsers or computers, or use another

operating system, you will need to opt out again. Oracle does not use persistent, unique identifiers to revive a previously opted-out profile or deleted cookie.

If you want to opt-out of Oracle's use of information about you for Oracle Advertising services, and do not want to receive third-party cookies, you can also change your browser settings on your computer or other device you are using to connect to the internet. Most browsers also provide functionality that lets you opt-out of all advertising cookies, including Oracle cookies.

Delete information about you

You can erase or delete all **online information** about you by opting out of Oracle Advertising services using the [Oracle Advertising opt-out tool](#) above.

If you would like to submit a request to have **offline information** about you, if any, erased or deleted, you can use this [form](#).

Access information about you

In order to exercise your right to access your **online information** processed by Oracle Advertising, you can use the [Oracle Advertising Registry](#) ('Registry') to view the online segments Oracle has associated with your device. By accessing this Registry, you can view the types of third-party interest segments that are shared with or sold to Oracle Advertising customers. Please note that the interest segments you see within the Registry is information from the profile associated with the specific browser, computer, or device that you are using to visit the Registry. You may see different segments when viewing the Registry from a different browser, computer, or device. For a complete picture of the segments associated with all of your browsers and devices, we therefore recommend using these different browsers and devices when accessing the Registry.

To request access to your **offline** information, please visit the Oracle Advertising access site, available at <https://datacloudoptout.oracle.com/request-your-data>. While the majority of offline access requests can be

handled quickly, complex requests may take more research and time. In such cases, you will be contacted regarding the nature of the request and appropriate next steps within 45 days from the date of receipt of your request. Upon visiting the Oracle Advertising access site, you will be asked to verify your identity to submit your request. If you cannot verify your request via the online portal, you can submit a written request via postal mail to the Oracle Global Data Protection Officer at the address below with a copy of a government-issued ID or other proof of identity for verification purposes. We cannot provide access to offline data unless Oracle can verify the identity of the individual making the request. Oracle Advertising only processes offline data on residents within the United States.

We cannot provide offline first-party information that is collected and maintained by our customers. If you have questions in regards to first-party information, Oracle recommends that you contact directly the company that collected it from you.

We will respond to your request consistent with applicable law. Oracle will not discriminate against consumers who have exercised the deletion, opt-out, or access rights provided to them in this Privacy Policy.

Deceased Do Not Contact Registration with the DMA. We recognize that receiving mail for a deceased loved one can be difficult for family members, friends, or caretakers. You can opt-out your loved one using the Oracle Advertising opt-out tool; however, Oracle's opt-out tool is limited to only Oracle's use and sharing of your loved one's personal information. We recommend using the DMA Deceased Do Not Contact Registration to remove the names of your deceased loved ones from commercial marketing lists for all companies that ingest this list, available here: <https://www.ims-dm.com/cgi/ddnc.php>.

14. DOES ORACLE ADVERTISING COLLECT SENSITIVE PERSONAL INFORMATION?

Oracle does not create any online interest segments that reflect personal information that we consider sensitive. We also have operational procedures in our platform designed to prevent our partners and customers from using personal information provided to them by Oracle to create interest segments that we consider sensitive. While the

types of personal information considered sensitive may vary among consumers and applicable law, we treat the following types of personal information as sensitive:

precise health, biometric, or genetic information, such as a certain sensitive medical condition like cancer or diabetes;

pregnancy, such as pregnancy choices, pregnancy termination, reproductive rights, and traveling to exercise reproductive rights;

certain aspects linked to personal life, such as religious, political, or sexual orientation;

interest in "adult" activities, such as drug use, an interest in weapons, or pornographic material; and

information considered sensitive based on applicable law.

In addition, Oracle prohibits all segments in the EU/EEA, Switzerland, and the UK that fall into any of the following categories: health/biometric/genetic, sex life or sexual orientation, race or ethnicity, religious /philosophical beliefs, political affiliations and opinions, any information related to children under 16, criminal offenses or convictions, or membership in a union. Similar or additional restrictions may apply in other regions.

We do not allow Oracle Advertising customers or partners to use data provided to them by Oracle: (i) to make decisions related to an individual's eligibility for employment, credit, healthcare, insurance, tenancy, or education purposes; (ii) to make decisions solely by automatic means where the decision has a significant effect on the individual; or (iii) in any way that may or does discriminate against any person or promote bigotry, racism, or harm. For these purposes, Oracle considers harm to be inclusive of the use of data provided by Oracle to target vulnerable individuals or groups with fraudulent or deceptive marketing campaigns or to be used in any manner that causes vulnerable individuals harm.

As noted above, Oracle Advertising does not create interest segments that reflect sensitive medical conditions. For a list of Oracle Data Cloud's non-sensitive health and wellness segments, please see [this link \(PDF\)](#).

15. DOES ORACLE ADVERTISING COLLECT PERSONAL INFORMATION FROM CHILDREN?

We do not intentionally collect or share personal information of children under 16 years of age or allow the creation of segments targeting children under 16 years of age. Further, we prohibit our Oracle Advertising partners from providing Oracle with personal information from sites directed to children under the age of 16 or from consumers whose age these companies know to be under the age of 16.

16. IS ORACLE A MEMBER OF ANY INDUSTRY ORGANIZATIONS?

Oracle is a member of, and adheres to, the self-regulatory principles of the following industry organizations:

- the [Data Marketing & Analytics \(ANA\)](#)
- the [Direct Marketing Association UK \(DMA UK\)](#);
- the [Network Advertising Initiative \(NAI\)](#);
- the [Interactive Advertising Bureau \(IAB\)](#);
- the [Digital Advertising Alliance \(DAA\)](#);
- the [Digital Advertising Alliance of Canada \(DAAC\)](#); and
- the [European Digital Advertising Alliance \(EDAA\)](#).

As a member of these organizations, Oracle works with industry-leading companies to address important privacy and consumer protection issues in offline direct marketing and online advertising.

The NAI has created a compliance program that incorporates attestation reviews, a consumer complaint process, sanctions and annual reporting to help ensure that member companies keep their promises to you and abide by the [NAI's Self-Regulatory Code of Conduct](#).

17. WHAT ARE YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)?

If you are a California resident, you may request that we:

1. disclose to you the following information covering the 12 months preceding your request:

- the categories and specific pieces of personal information we collected about you and the categories of personal information we sold (see [Section 4](#));

- the categories of sources from which we collected such personal information (see [Section 6](#));

- the business or commercial purpose for collecting or selling personal information about you (see [Section 5](#)); and

- the categories of third parties to whom we sold or otherwise disclosed personal information (see [Section 9](#)).

2. delete personal information we collected from you (see [Section 13](#)); or
3. opt-out of any future sale of personal information about you (see [Section 13](#)).

Oracle will not discriminate against you if you exercise these rights under the CCPA.

We will respond to your request consistent with applicable law. If you are an authorized agent making an access or deletion request on behalf of a Californian resident, please reach out to us via the [inquiry form](#) and indicate that you are an authorized agent. We will provide you with instructions on how to submit a request as an authorized agent on behalf of a Californian resident.

If you are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page, available [here](#).

18. HOW TO CONTACT ORACLE IF YOU HAVE QUESTIONS, COMMENTS, OR COMPLAINTS?

Oracle has appointed a **Global Data Protection Officer**. If you believe your personal information has been used in a way that is not consistent with the Privacy Policy or your choices, or if you have further questions, comments, or suggestions related to this Privacy Policy, or if you wish to exercise your right to access to your offline personal information as described in [Section 13](#) above, please contact the Global Data Protection Officer by filling out an [inquiry form](#).

Written inquiries to the Data Protection Officer may be addressed to:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

19. FILING A COMPLAINT

If you have any complaints regarding our compliance with this Privacy Policy, please contact us. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this Privacy Policy and in accordance with applicable law. You also have the right to file a complaint with a competent data protection authority if you are a resident of a European Union member state.

20. ORACLE CORPORATE HEADQUARTERS

Oracle's corporate headquarters are located at:

2300 Oracle Way
Austin, TX 78741
USA

Tel: +1.737.867.1000

Previous versions: [5/5/22](#) | [10/31/21](#) | [4/13/21](#) | [1/4/21](#) | [10/20/20](#) | [6/11/20](#) | [12/24/19](#) | [7/26/19](#) | [1/17/19](#) | [5/25/18](#) | [2/13/18](#)

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Privacy Policies Menu

Dyn Internet Performance Tools Privacy Policy

1. INTRODUCTION AND SCOPE

This Privacy Policy for Dyn Internet Performance Tools (“Privacy Policy”) provides information on the collection, use, sharing and processing of personal information by Oracle America, Inc. (“Oracle”, “we” or “us”) in connection with your use of Dyn’s [Recursive DNS service](#) and [Updater Client](#) (“Internet Performance Tools”). For more information on Oracle’s personal information collection and use practices in connection with these tools, see section 4, “WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?”

This Privacy Policy does not apply to personal information collected by customers of Oracle when they use the Internet Performance Tools on their websites and collect information about you for their own purposes. To find out more about how our customers may collect and use information about you on their websites, please review the privacy policy of the company who collected your information, and consult them if you have any further questions.

This Privacy Policy also does not apply to personal information Oracle collects in connection with your interactions with the www.oracle.com website, which is subject to the terms of the terms of [Oracle’s Privacy Policy](#).

This Privacy Policy was last updated on May 5, 2022. However, the Privacy Policy can change over time, for example to meet changing business or legal requirements. The most up-to-date version can be found on this [website](#). In case there is an important change that we want to highlight to you, we will also inform you in another appropriate way (for example, via a pop-up notice or statement of changes on our website).



SCOPE OF THE PRIVACY POLICY

[See
More](#)

The Privacy Policy applies to Oracle’s processing of consumers’ personal information by Oracle in connection with your use of Dyn’s Internet Performance Tools.



WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

[See
More](#)

Oracle America, Inc. is responsible for the processing of your personal information as described in this Privacy Policy.



WHICH CATEGORIES OF PERSONAL INFORMATION DO WE PROCESS?

[See
More](#)

Oracle may process online personal information about you that may indirectly identify you.



WHERE DO WE SOURCE YOUR PERSONAL INFORMATION?

[See
More](#)

Any time you use or interact with the Internet Performance Tools, as described below in Section 4, information is automatically generated and collected by Oracle.



WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

[See
More](#)

We use personal information about you to enable your use of the Internet Performance Tools, to collect data on site performance; to develop and improve Oracle products and services; and for security and compliance purposes.



HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

[See More](#)

Your personal information is shared throughout Oracle's organization, with third parties, and, when legally required, with public and government authorities.



WHAT ARE YOUR PRIVACY RIGHTS?

[See More](#)

We provide information on your rights regarding the information we process about you.



HOW TO CONTACT ORACLE IF YOU HAVE ANY QUESTIONS, COMMENTS, OR COMPLAINTS?

[See More](#)

If you believe your personal information has been used in a way that is not consistent with the Privacy Policy, please contact the Global Data Protection Officer.

2. WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

Oracle America, Inc., having its registered address at 2300 Oracle Way, Austin, TX, 78741, USA, is responsible for processing your personal information in scope of this Privacy Policy.

For personal information sourced in the EU/EEA, Oracle America, Inc.'s EU representative is Oracle EMEA Limited, having its registered address at East Point Business Park, Fairview, Dublin 3, Ireland.

For personal information sourced in the UK, Oracle America, Inc.'s UK representative is Oracle Corporation UK Ltd, having its registered address at Oracle Parkway, Thames Valley Park (TVP), Reading, Berkshire, RG6 1RA, UK.

3. WHICH CATEGORIES AND SPECIFIC PIECES OF PERSONAL INFORMATION DO WE PROCESS AND FROM WHICH SOURCES?

Oracle's Internet Performance Tools are designed to improve the way you experience the Internet by monitoring the performance of your internet connected devices and services you use to access the Internet. Any time you use or interact with the Internet Performance Tools as described below in Section 4, information is automatically generated and collected by Oracle. Personal information is information collected online by the Internet Performance Tools and may indirectly identify you, which includes:

- IP address and port

- Country, State, and City

- IP address of recursive DNS provider

- Time and date of query

- Domain queried

- Query details (e.g., TTL, query type, DNS flags, DNSSEC info)

- Query response

Information related to your device's performance when accessing and utilizing the internet, including time to resolve DNS, time spent making request, time spent downloading the response, and the total time between the response and the site loading (collectively referred to as "Internet Performance").

Oracle does not collect direct identifiers (such as first and last name, address, or email address) through the use of the Internet Performance Tools and will not associate—and does not allow our third party partners to associate—the indirect identifiers listed above with direct identifiers.

4. WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

Oracle uses the information collected by the Internet Performance Tools for the following purposes, which are described in further detail below:

- a) to enable the Recursive DNS service for users who choose to use that service;
- b) to enable the Dyn Updater Client to update IP address for Remote Access services;
- c) to collect data on site performance via RUM beacons;
- d) to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services;
- e) to manage and assess the security of our sites, networks and systems and to allow our third party partners to manage and assess the security of sites, networks, and systems; and
- f) to comply with applicable laws and regulations and to operate our business.

a) to enable the Recursive DNS service for users who choose to use the service

We collect information to enable the Recursive DNS service for users who want an alternative to existing DNS recursive resolvers. For example, if you have noticed that your internet performance has been lagging on your internet connected device, you may enable the Dyn Recursive DNS service on your device by pointing to Dyn recursive resolvers to try to improve internet performance.

b) to enable the Dyn Updater Client to update IP address for Remote Access services;

Oracle's Remote Access service allows you to choose a unique hostname (e.g., MyHome.dyndns.org) and link it to any IP-compatible device (such as a router, webcam, security camera, DVR, thermostat, computer, or file storage) to create your own unique Remote Access subdomain. The Dyn Updater Client works in conjunction with Remote

Access services to keep your dynamic IP address up to date. The Updater Client allows Oracle to recognize that your dynamic IP address has changed and automatically update your IP address for your Remote Access subdomain to enable continued, uninterrupted remote access to your device.

c) to collect data on Internet Performance via RUM beacons;

Oracle's RUM Beacons are a technology that executes a series of small file requests when users connect and interact with the Internet. This technology may be deployed in one of a number of ways. Oracle might deploy the RUM Beacon as a "web beacon" (or "single-pixel" or "clear" GIFs) embedded in our website that is invisible to users. For example, when you visit an Oracle site that deploys RUM Beacons, your browser will send requests for test files to different locations on the Internet to determine Internet Performance to various datacenters across the globe, allowing Oracle to determine the best data center to serve content from for your Internet Service Provider. Oracle deploys its RUM Beacons as part of your use of Oracle's Updater Client, as described above. When you download the Updater Client, it will send requests for test files to different locations on the internet to provide Oracle with Internet Performance information.

d) to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services

We process the information collected from the Internet Performance Tools for internal research for technological development and demonstration and to improve, upgrade, or enhance Oracle products and services. We also use the information for statistical analyses related to the performance and operation of the Internet Performance Tools.

e) to assess and manage the security of Oracle sites, networks and systems and to allow our third party partners to assess and manage the security of sites, networks, and systems

We process personal information for managing security and operations to help keep our networks and systems as well as our products and services secure, or to investigate and prevent cyber-attacks or potential fraud. We may share the data with our third party partners to allow our partners to assess and manage the security of sites, networks, and systems, or to investigate and prevent cyber-attacks or potential fraud. Please see section 7 for our sharing practices with our partners.

f) to comply with applicable laws and regulations and to operate our business

In some cases, we may process personal information to comply with applicable laws and regulations. For example, to respond to a request from a regulator or to defend a legal claim. We may also process personal information in the operation of our business. For example, to conduct audits and investigations, for finance and accounting, archiving and insurance purposes.

5. FOR EUROPEAN UNION (EU) RESIDENTS, WHAT IS OUR BASIS FOR PROCESSING INFORMATION ABOUT YOU?

For personal information collected about you in the EU/EEA, our basis for processing is the following:

Information about you collected to enable your use of the Internet Performance Tools are **necessary for the performance of the applicable terms of service or license agreement**.

Oracle will process information about you as may be necessary for internal research for technological development and demonstration and to improve, upgrade, or enhance Oracle products and services based on our **legitimate interests** when such processing has a limited privacy impact on the individual.

Oracle will process information about you as may be necessary to detect, prevent, or predict malicious, deceptive, fraudulent, or illegal activity on Oracle sites, networks, and systems based on our **legitimate interests** in order for Oracle to safeguard such systems.

Oracle may also process personal information as necessary for **compliance with our legal obligations**.

6. FOR WHAT PERIOD DO WE RETAIN PERSONAL INFORMATION?

Oracle maintains personal information collected by the Internet Performance Tools for up to 12 months as of the moment it was first collected by the Internet Performance Tools. We may retain de-identified data (such as a hashed IP address incapable of being re-identified) for longer than 12 months.

7. WHEN AND HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

Sharing within Oracle

As a global organization, information about you can be shared globally throughout Oracle's worldwide organization for a business purpose. A list of Oracle entities is available [here](#). Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country. Oracle employees are authorized to access personal information only to the extent necessary to serve the applicable purpose(s) and to perform their job functions.

Sharing with third parties

We may share personal information with the following third parties for a commercial purpose:

Oracle partners such as internet security companies or retailers, for analytics on site security and site or internet performance. IP addresses are truncated by removing the last octet prior to sharing with internet security companies or retailers for the purposes described in Section 4(f) above.

We may share personal information with the following third parties for a business purpose:

third-party service providers as necessary to perform services on behalf of Oracle;

relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock, including in connection with any bankruptcy or similar proceedings; and

as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

When third parties are given access to personal information, we will take appropriate contractual, technical and organizational measures designed to ensure that personal information is processed only to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law.

8. WHAT ARE YOUR PRIVACY RIGHTS?

Sharing within Oracle

You can refuse certain web beacons by adjusting the settings on your browser, DNS updater, or email software. Disabling javascript will disable RUM Beacons integrated into websites and will impact your ability to use the Internet Performance Tools. Please refer to your browser software instructions or help screen to learn more about these functions.

Oracle does not collect direct identifiers (such as first and last name, address, or email address) through the use of the Internet Performance Tools and will not associate—and does not allow our third party partners to associate—the indirect identifiers collected by the Internet Performance Tools with direct identifiers. Thus, requests to access, amend, correct, or delete data collected via the Internet Performance Tools would create a burden or expense disproportionate to the risks to your privacy.

9. WHAT ARE YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)?

If you are a California resident, you may request that we:

1. disclose to you the following information covering the 12 months preceding your request:

the categories and specific pieces of personal information we collected about you and the categories of personal information we sold (see [Section 3](#));

the categories of sources from which we collected such personal information (see [Section 3](#));

the business or commercial purpose for collecting or selling Personal Information about you (see [Section 4](#)); and

the categories of third parties to whom we sold or otherwise disclosed personal information (see [Section 7](#)).

2. delete personal information we collected from you (see [Section 8](#)); or
3. opt-out of any future sale of personal information about you (see [Section 8](#)).

We will respond to your request consistent with applicable law.

If you are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748.

10. DOES ORACLE COLLECT PERSONAL INFORMATION FROM CHILDREN?

Oracle does not knowingly collect any personal information from, and does not tailor any services to, children under the age of 16.

11. HOW IS PERSONAL INFORMATION HANDLED GLOBALLY?

Oracle is a global corporation with operations in over 80 countries and personal information is processed globally as necessary in accordance with this policy. If personal information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information under applicable data protection law in the country where such information was collected, Oracle will take adequate measures designed to protect the personal information, such as ensuring that such transfers are subject to EU Model Clauses, Oracle's BCR-P, or other adequate transfer mechanism as required under relevant data protection laws.

12. HOW IS INFORMATION ABOUT YOU SECURED?

Oracle has implemented appropriate technical, physical and organizational measures designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, as well as all other forms of unlawful processing.

13. HOW TO CONTACT ORACLE IF YOU HAVE QUESTIONS, COMMENTS OR COMPLAINTS?

Oracle has appointed a **Global Data Protection Officer**. If you believe your personal information has been used in a way that is not consistent with the Privacy Policy or your choices, or if you have further questions, comments or suggestions related to this Privacy Policy, please contact the Global Data Protection Officer by filling out an [inquiry form](#).

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

If you would like to contact Oracle's external EU/EEA DPO, please fill out our [inquiry form](#) and select "Contact Oracle's external EU DPO" in the dropdown menu.

14. FILING A COMPLAINT

If you have any complaints regarding our compliance with this Privacy Policy, please contact us. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this Privacy Policy and in accordance with applicable law. You also have the right to file a complaint with a competent data protection authority if you are a resident of a European Union member state.

15. ORACLE CORPORATE HEADQUARTERS

Oracle's corporate headquarters are located at:

2300 Oracle Way
Austin, TX 78741
USA
Tel: +1.737.867.1000

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Privacy @ Oracle

Oracle Customer Data Research and Development Privacy Policy

1. INTRODUCTION

This **Oracle Customer Data Research and Development Privacy Policy** (also referred to as the **'Privacy Policy'** or **'policy'**) informs data subjects (**'you'**) on the collection and use (collectively referred to as 'processing' or 'process') of your personal information in connection with Oracle's artificial intelligence and machine learning ("**AI/ML**") activities in order to analyze, develop, and improve Oracle products and services, and for security and compliance purposes. This Privacy Policy also explains your privacy rights in relation to these processing activities.

This Privacy Policy was created on May 5, 2022. However, the Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs. The most up-to-date version can be found on this site. In case there is an important change that we want to highlight to you, we will also inform you in another appropriate way (for example, via a pop-up notice or statement of changes on our website).

As used in this Privacy Policy, **'personal information'** means information that relates to an identified individual or to an identifiable individual. For example, this could include among other things your name, address, email address, or information about your use of Oracle products and services, or your interactions with Oracle. Personal information about you that Oracle may process is also referred to as **'information about you.'** For more detail about the types of information about you that Oracle may process, please refer to section 4 below.



SCOPE OF THE PRIVACY POLICY

[See
More](#)

The Privacy Policy applies to Oracle's processing of information about you that has been provided to Oracle by Oracle customers for AI/ML activities.



WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

[See
More](#)

Oracle America, Inc. is responsible for the processing of information about you as described in this Privacy Policy.



WHICH CATEGORIES OF PERSONAL INFORMATION DO WE PROCESS?

[See
More](#)

Oracle may process personal information that may indirectly identify you, such as your IP address, as well as information that may directly identify you such as your name or email address.



WHERE DO WE SOURCE YOUR PERSONAL INFORMATION?

[See
More](#)

Oracle obtains information from Oracle customers when agreed to by contract with those customers.



WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

[See
More](#)

Oracle uses personal information to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services to provide our customers with a more intelligent experience; to manage the security of our sites, networks and systems and the products and services Oracle provides to our customers; and to comply with applicable laws and regulations and to operate our business.



HOW WILL WE SHARE OR SELL YOUR PERSONAL INFORMATION?

[See
More](#)

Your personal information may be shared throughout Oracle's organization as necessary for the purposes of processing. Your personal information is not sold to or shared with third parties.



WHAT ARE YOUR PRIVACY RIGHTS?

[See
More](#)

You have privacy rights for the information we process about you. You can object to our use of your personal information, delete or restrict your personal information, or access or correct your personal information.



HOW TO CONTACT ORACLE IF YOU HAVE ANY QUESTIONS, COMMENTS OR COMPLAINTS?

[See
More](#)

If you believe your personal information has been used in a way that is not consistent with the Privacy Policy, please contact the Global Data Protection Officer.

2. SCOPE

This Privacy Policy applies to Oracle's processing of personal information that Oracle has obtained from an Oracle customer when agreed to by contract with that customer to use such information for AI/ML processing for the purposes specified in this Privacy Policy. The following Oracle lines of business may process personal information under this policy: NetSuite.

3. WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

Oracle America, Inc., having its registered address at 2300 Oracle Way, Austin, TX, 78741, USA, is responsible for processing your personal information in scope of this Privacy Policy.

For personal information sourced in the EU/EEA, Oracle America, Inc.'s EU representative is Oracle EMEA Limited, having its registered address at East Point Business Park, Fairview, Dublin 3, Ireland.

For personal information sourced in the UK, Oracle America, Inc.'s UK representative is Oracle Corporation UK Ltd, having its registered address at Oracle Parkway, Thames Valley Park (TVP), Reading, Berkshire, RG6 1RA, UK.

4. WHICH CATEGORIES AND SPECIFIC PIECES OF PERSONAL INFORMATION DO WE PROCESS?

Personal information that can **directly** or **indirectly** identify you may include, for example:

Contact details: Name, email, phone number, mailing address, zip code;

Company and employment data: your employment with and role within a company, including information related to such company such as company name, size, location, as well as publicly available company information and activity;

Device information: Information related to a device interacting with Oracle products, services, and websites including IP address, browser, device type, operating system, the presence or use of “apps”, screen resolution, preferred language;

Interactions with Oracle services or products: Information related to the use of Oracle services and products, such as products and services purchased, subscriptions, features used or platform preferences, or performance of Oracle services or products;

Oracle may also collect customer and systems operations data, which may incidentally contain personal information:

Customer data: Data provided by Oracle customers (when agreed to by contract with the customer) such as transaction data, invoices or receipts, product inventory, and other customer-provided datasets;

Systems operations: Information related to the use, operation, and performance of Oracle systems such as log files, event files, and other trace and diagnostic files.

5. FOR WHAT COMMERCIAL OR BUSINESS PURPOSE DO WE USE YOUR PERSONAL INFORMATION?

In cases where the processing of personal information is not central to the purposes of processing for the below AI/ML activities, Oracle will limit the use of personal information when technically possible or feasible. ‘**Dataset**’ refers to a set of data that may contain this limited personal information.

We use personal information for the following business purposes:

to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services to provide our customers with a more intelligent experience.

to manage the security of websites, networks and systems and the products and services Oracle provides to our customers; and

to comply with applicable laws and regulations and to operate our business.

These purposes are described below in further detail.

to analyze, develop, improve, and optimize the use, function and performance of Oracle products and services to provide our customers with a more intelligent experience

Oracle will use these datasets for internal research for technological development and demonstration and to improve, upgrade, or enhance Oracle products and services to provide more intelligent, automated and predictive functionalities.

Example: Oracle provides our eCommerce platform customers with flagging functionality that enables customers to see that inventory is low for a certain good in the customer's product catalog. Using AI/ML processing under this Privacy Policy, Oracle can now help predict when the inventory may be low in the near future so the customer can take action before the inventory becomes low.

to manage the security of our sites, networks and systems and the products and services Oracle provides to our customers

Oracle processes datasets to detect, prevent, or predict malicious, deceptive, fraudulent, or illegal activity on Oracle sites, networks, and systems, as well as on Oracle products and services used by our customers. AI/ML activities, subject to this policy, allow Oracle to provide more intelligent and predictive functionalities to investigate, prevent, or predict malicious activity, fraud, or bad actors.

to comply with applicable laws and regulations and to operate our business

In some cases, we may process personal information to comply with applicable laws and regulations. For example, to respond to a request from a regulator or to defend a legal claim. We may also process personal information in the operation of our business.

Example: Oracle may process the datasets to conduct audits and investigations, for finance and accounting, archiving and insurance purposes, or to process individual rights requests.

6. CATEGORIES OF SOURCES OF PERSONAL INFORMATION

Personal information subject to this Privacy Policy is provided to Oracle from Oracle customers when agreed to by contract with the customer.

7. FOR INFORMATION ABOUT YOU COLLECTED IN THE EU/EEA, WHAT IS OUR LEGAL BASIS?

Oracle will process information about you as may be necessary for internal research for technological development and demonstration and to improve, upgrade, or enhance Oracle products and services based on our legitimate interests when such processing has a limited privacy impact on the individual.

Oracle will process information about you as may be necessary to detect, prevent, or predict malicious, deceptive, fraudulent, or illegal activity on Oracle sites, networks, and systems based on our legitimate interests in order for Oracle to safeguard such systems.

Oracle may also process personal information as necessary for compliance with our legal obligations.

8. FOR WHAT PERIOD DO WE RETAIN INFORMATION ABOUT YOU?

Oracle maintains personal information provided by Oracle customers for processing to achieve the intended purposes described in this Privacy Policy for only as long as necessary, which is approximately 3 months but no longer than 12 months. Oracle will maintain evidence of access, opt-out, or deletion requests as long as necessary to document Oracle's compliance with such requirements.

9. WHEN AND HOW CAN WE SHARE YOUR PERSONAL INFORMATION?

Sharing within Oracle

As a global organization, information about you can be shared with other Oracle entities globally throughout Oracle's worldwide organization as needed for the purposes of processing.

Oracle employees are authorized to access personal information only to the extent necessary to serve the applicable purpose(s) and to perform their job functions.

Sharing with or selling with third parties

We do not share or sell personal information subject to this Privacy Policy with third parties for any commercial purposes.

We may also share such personal information with the following third parties for a business purpose:

third-party service providers (for example, IT service providers, lawyers and auditors) in order for those service providers to perform business functions on behalf of Oracle;

relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);

as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

10. HOW IS PERSONAL INFORMATION PROTECTED GLOBALLY?

Oracle is a global corporation with operations in over 80 countries and personal information is processed globally as necessary in accordance with this policy. If personal information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information under applicable data protection law in the country where such information was collected, Oracle will take adequate measures designed to protect the personal information, such as ensuring that such transfers are subject to EU Model Clauses or other adequate transfer mechanism as required under relevant data protection laws.

11. HOW IS INFORMATION ABOUT YOU SECURED?

Oracle has implemented appropriate technical, physical and organizational measures designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access, as well as all other forms of unlawful processing.

12. WHAT ARE YOUR PRIVACY RIGHTS?

Pursuant to the E.U. General Data Protection Regulation (GDPR), the California Consumer Privacy Act (CCPA), the Brazilian General Data Protection Law (LGPD) and other applicable laws and regulations, individuals in certain jurisdictions may have data subject rights enabling them to opt-out of third party sharing or selling, delete or

remove, or request to access and receive a copy of their personal information in Oracle's possession or for which Oracle is otherwise responsible. Please see the [Privacy Choices](#) page for more information.

Oracle provides rights to individuals to access, amend, correct, or delete data for personal information that directly identifies such individuals, such as their name or email address.

We will respond to your request consistent with applicable law. Oracle will not discriminate against consumers who have exercised the deletion, opt-out, or access rights provided to them in this Privacy Policy.

13. WHAT ARE YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)?

If you are a California resident, you may request that we:

1. disclose to you the following information:

the categories and specific pieces of personal information we collected about you and the categories of personal information we sold (see [section 4](#));

the categories of sources from which we collected such personal information (see [section 6](#));

the business or commercial purpose for collecting or selling personal information about you (see [section 5](#)); and

the categories of third parties to whom we sold or otherwise disclosed personal information, if applicable (see [section 9](#)).

2. delete personal information we collected under this Privacy Policy (see [section 12](#)); or

3. opt-out of any future sale of personal information about you, if applicable (see [section 12](#)).

We will respond to your request consistent with applicable law. If you are an authorized agent making an access or deletion request on behalf of a Californian resident, please reach out to us via the [inquiry form](#) and indicate that you are an authorized agent. We will provide you with instructions on how to submit a request as an authorized agent on behalf of a Californian resident.

If you are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page, available [here](#).

14. DOES ORACLE PROCESS PERSONAL INFORMATION FROM CHILDREN OR OTHER SENSITIVE PERSONAL INFORMATION?

We do not knowingly process personal information of children under 16 years of age or personal information that is sensitive or “special” under applicable data protection laws.

Oracle will not use the personal information processed under this policy to make decisions related to an individual's eligibility for employment, credit, healthcare, or insurance purposes or to make decisions solely by automatic means where the decision has a legal or significant effect on the individual, or in any way that may or does discriminate against any person or promote bigotry, racism or harm.

15. HOW TO CONTACT ORACLE IF YOU HAVE QUESTIONS, COMMENTS OR COMPLAINTS?

Oracle has appointed a **Global Data Protection Officer**. If you believe your personal information has been used in a way that is not consistent with the Privacy Policy or your choices, or if you have further questions, comments or suggestions related to this Privacy Policy, or if you wish to exercise your right to access to your offline personal

information as described in this Privacy Policy, please contact the Global Data Protection Officer by filling out an [inquiry form](#).

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

16. FILING A COMPLAINT

If you have any complaints regarding our compliance with this Privacy Policy, please contact us by filling out an [inquiry form](#). We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this Privacy Policy and in accordance with applicable law. You also have the right to file a complaint with a competent data protection authority if you are a resident of a European Union member state.

17. ORACLE CORPORATE HEADQUARTERS

Oracle's corporate headquarters are located at:

2300 Oracle Way
Austin, TX 78741
USA

Tel: +1.737.867.1000

Previous version: [01/14/22](#)

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Privacy @ Oracle

AddThis Privacy Policy

1. INTRODUCTION

This AddThis Privacy Policy (also referred to as the “**Privacy Policy**”) informs consumers about the collection, use, sharing, and selling (collectively referred to as “**processing**” or “**process**”) of your personal information in connection with Oracle’s provision of the AddThis Tools. It also explains the privacy rights you have in relation to these processing activities.

Oracle (“**Oracle**”, “**we**”, “**us**”, “**Oracle Advertising**”) provides an AddThis suite of technologies to publishers for use on their websites (“**AddThis Tools**”). AddThis Tools provide website owners with the capability to enable users of their websites to share webpages, blogs, news, photos, videos, and other content with social networks and other destinations via a browser plug-in or website plug-in. With AddThis Tools, publishers can (i) enable users to share, follow, view, recommend and interact with the publisher’s content, and (ii) collect information from those users as a result of their visit. The AddThis Tools are available for download through AddThis.com or through selected third party sites.

When you interact with a website on which a publisher has installed AddThis Tools, your direct interactions are primarily with that publisher as a data controller. In our [AddThis Terms of Service](#) with the publisher, we require that the publisher informs you directly of how it collects and uses your personal information in this context, and gets your consent where appropriate. Oracle may then also receive information about you via your interactions with the publisher’s AddThis Tools, so this Privacy Policy informs you how we process that personal information.

This Privacy Policy was last updated on May 5, 2022. However, the Privacy Policy can change over time, for example to meet changing business or legal requirements. The most up-to-date version can be found on this [website](#). In case there is an important change that we want to highlight to you, we will also inform you in another appropriate way (for example, via a pop-up notice or statement of changes on our website).



SCOPE OF THE PRIVACY POLICY

See
More

This Privacy Policy applies to information received via the AddThis Tools available on a publisher's website, as well as information collected via those Tools.



WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

[See More](#)

Oracle America, Inc. is responsible for the processing of your personal information collected via the AddThis Tools as described in this Privacy Policy.



WHICH CATEGORIES OF PERSONAL INFORMATION DO WE PROCESS?

[See More](#)

The AddThis Tools collect personal information from the device used by you to interact with Publisher Sites.



WHERE DO WE SOURCE YOUR PERSONAL INFORMATION?

[See More](#)

Oracle receives personal information when you interact with a website on which a publisher has installed AddThis Tools. The publishers share your personal information with Oracle per our AddThis Terms of Service.



WHY AND HOW DO WE USE YOUR PERSONAL INFORMATION?

[See More](#)

We use personal information about you to enable Oracle customers and partners to market products and services to you, to provide personalized recommendations and messages, to link browsers and apps across devices, to sync unique identifiers with our partners, to develop and improve Oracle products and services, and for security and compliance purposes.



HOW CAN WE SHARE OR SELL YOUR PERSONAL INFORMATION?

[See More](#)

Your personal information is shared throughout Oracle's organization and sold to, or shared with, third parties such as Oracle Advertising customers and partners, and service providers.



WHAT ARE YOUR PRIVACY RIGHTS?

[See More](#)

You have privacy rights for the information we process about you. You can choose to opt-out of third party sharing or selling and object to our use of your personal information, delete your personal information, or access your personal information.



HOW TO CONTACT ORACLE IF YOU HAVE ANY QUESTIONS, COMMENTS OR COMPLAINTS?

[See More](#)

If you believe your personal information has been used in a way that is not consistent with the Privacy Policy, please contact the Global Data Protection Officer.

2. SCOPE

As described above, this Privacy Policy applies to information received by Oracle via AddThis Tools installed on a publisher's website ("**Publisher Site**"). "**Publisher**" means the owner or operator of a Publisher Site that incorporates and displays the AddThis Tools and makes the AddThis Tools available to you.

Oracle also provides publishers with a platform where they can perform analytics and customize their websites and/or applications to provide users with more relevant advertising ("**AddThis Platform**"). This Privacy Policy does not govern the use of the AddThis Platform by the Publisher (or any individual working for the Publisher). In addition, this Privacy Policy does not apply to personal information Oracle collects from Publishers on www.addthis.com ("**AddThis Site**") in order to register and administer a Publisher's account on the AddThis Site and provide the Publisher with access to the AddThis Platform. Oracle's Privacy Policy on <https://www.oracle.com/legal/privacy/privacy-policy.html> describes how we process such Publisher personal information.

3. WHO IS RESPONSIBLE FOR PROCESSING YOUR PERSONAL INFORMATION?

Oracle America Inc., is responsible for processing AddThis Data described in this Privacy Policy.

4. WHICH CATEGORIES AND SPECIFIC PIECES OF PERSONAL INFORMATION DO WE PROCESS AND FROM WHAT SOURCES?

The AddThis Tools collect information from the device used by you to interact with Publisher Sites ("**AddThis Data**"). Note that the AddThis Tools only collect limited information from users located in the EU/EEA, Switzerland or the UK (collectively referred to in this Privacy Policy as "Europe") and only for legal compliance and data

minimization purposes (i.e., to prevent ingestion of information from users in Europe for commercial purposes) as described below in Section 5 of this Policy.

AddThis Data is collected online and may indirectly identify you. It includes, for example:

- unique IDs such as a cookie ID on your browser;

- IP addresses and information derived from IP addresses, such as geographic location;

- information about your device, such as browser, device type, operating system, the presence or use of ‘apps’, screen resolution, or the preferred language;

- the date and time you visited a Publisher Site; and

- the referring URL and the web search you used to locate and navigate to a Publisher Site.

For personal information collected outside Europe, we may associate such information with interest segments or profiles as part of the provision of AddThis services to our customers and partners. “**Interest segments**” are a specific group of consumers that share a common behavior or preference used for marketing by our customers. “**Profiles**” are a set of attributes about a specific consumer or device, or a set of multiple consumers or devices sharing common attributes used for marketing by our customers.

Oracle may also collect email addresses on behalf of a Publisher to assist the Publisher in creating email lists as part of our AddThis List Building Tools service. More information about this service is available [here](#). Oracle is not responsible for the use and processing of your email address in connection with the AddThis List Building Tools service. We encourage you to read the privacy policies of the Publishers to understand how such Publishers use and share your email addresses.

5. FOR WHAT COMMERCIAL OR BUSINESS PURPOSE DO WE USE YOUR PERSONAL INFORMATION?

For personal information collected outside Europe, we use personal information for the following commercial purposes:

- a) to enable AddThis Tools functionality;
- b) to enable AddThis Publishers and Oracle Advertising customers and partners to market products and services to you;
- c) to provide personalized recommendations and messages;
- d) to link browsers and apps across devices;
- e) to sync unique identifiers; and
- f) to analyze, develop, and improve the AddThis Tools and Oracle products and services.

For personal information collected outside Europe, we use personal information for the following business purposes:

- g) to manage the security of our sites, networks, and systems; and
- h) to comply with applicable laws and regulations and to operate our business.

These purposes are further specified below.

Please note that with respect to Europe, AddThis collects only limited information from users located in Europe and other regions solely to comply with applicable laws and regulations by deleting information about these users for the legitimate interests of preventing the ingestion of personal information from users in Europe and other regions

for commercial purposes. These users in Europe can still avail themselves of the AddThis functionality but AddThis Data will not be collected from such users and used for Oracle's own commercial purposes.

a) Enable AddThis Tools functionality.

We use AddThis Data to process your request to share content via the AddThis Tools. We also use AddThis Data to customize the AddThis Tools to your usage patterns.

Example: You visit a website and use the AddThis sharing tool on the website to share an article to Facebook.

b) Enable AddThis Publishers and Oracle Advertising customers and partners to market products and services to you.

Publishers provide us with AddThis Data so that we can build Segments and Profiles to facilitate personalized interest-based advertising for you by Oracle and our Oracle Marketing & Data Cloud customers and partners.

Example: A marketing professional working for a travel company wants to reach a group of individuals (also known as an audience) who may be interested in its travel specials to Hawaii. The marketing professional uses AddThis Tools to create an audience interested in travel to Hawaii. If you have visited a travel website previously and have expressed an interest in Hawaiian vacations, you may subsequently see advertisements for a vacation to Hawaii because a cookie has been placed on your device that made you part of that travel company's audience.

c) Provide personalized recommendations and messages.

Publishers can use AddThis Data and insights provided by AddThis to personalize the Publisher Site.

Example: You visit a site and see content on the site that you find relevant to your interests. Using the example above, if you visit the travel company's site, you may see specials to Hawaii on the travel company's

homepage. You decide you want to receive additional information from the travel company via email communications and provide your email address to the travel company so they can send you offers and specials directly to your inbox.

d) Link browsers and apps across devices.

For linking Profiles and Segments to enable Oracle Advertising customers and partners to connect your interest segments across the various browsers and/or devices you may use for the purposes described in this section.

Example: You are interested in vacations offered by a travel company and have clicked on their online advertising. You are logged into several devices (your desktop, smartphone, and tablet) using the same login. Oracle partners have indicated that you are likely the same user across those same devices. The travel company is able to send vacation offers to you (via de-identified cookie ID) to these different devices.

e) Sync unique identifiers.

The AddThis Tools also incorporate Cookies and Pixels from Oracle partners to enable the synchronization of unique identifiers between Oracle and our third party partners to facilitate online behavioral advertising across the online advertising ecosystem. For a list of those third party partners, please visit:

<http://www.addthis.com/privacy/pixel-partners>. The 'Opt-Out' tool available below will opt you out of data collection by Oracle and cease the syncing of unique identifiers with our third party partners. Please see the **“What are your choices?”** section below for more information.

f) To analyze, develop, improve, and improve the AddThis Tools and Oracle products and services.

We can process AddThis Data for Oracle’s own research and development purposes. For example, to enhance data quality, develop new features and functionality and for statistical analyses related to the performance and operation of Oracle Advertising.

g) To manage the security of our sites, networks, and systems.

We can collect usage and systems operations data from the AddThis Tools for security and operations management to help keep Oracle, customer, and partner networks and systems, as well as our products and services, secure. We may also collect usage and systems operations data from the AddThis Tools to investigate and prevent cyber-attacks, malicious activity, or potential fraud, including ad fraud and to detect bots.

h) To comply with applicable laws and regulations and to operate our business.

In some cases, we may process AddThis Data to comply with applicable laws and regulations. For example, to respond to a request from a regulator or to defend a legal claim. We may also process AddThis Data in the operation of our business. For example, to conduct audits and investigations, for finance and accounting, archiving and insurance purposes.

6. WHAT COOKIES, PIXEL TAGS AND OTHER SIMILAR TECHNOLOGIES DOES ADDTHIS USE?

Cookies and similar technologies (e.g., pixels tags and device identifiers) are used by Oracle and our advertising technology partners to recognize you and/or your device(s) on, off and across different services and devices for the purposes specified in Section 5 above.

Cookies are small text files that contain a string of characters and uniquely identify a browser on a connected device. We or our partners use cookies to, among other things, track user trends and collect information about how you use Publishers' Sites or interact with advertising. Most browsers are initially configured to accept cookies by default. You may, however, be able to change your browser settings to cause your browser to refuse third-party cookies or to indicate when a third-party cookie is being sent. Check your browser's 'help' files to learn more about handling cookies.

Pixel Tags (also called web beacons or clear GIFs) are invisible 1 x 1 pixels that are placed on webpages that use this technology for marketing and measurement purposes. When you access these webpages, pixel tags generate a generic notice of the visit. Pixel tags can be used with cookies or alone. When used with cookies, pixel tags can track activity on a site by a particular device and provide relevant online advertising to you. When you turn off cookies or have opted out of cookies, pixel tags simply detect a unique website visit and how you interacted with the advertising but do not track an individual to provide relevant online advertising.

Redirect notice. When you use the AddThis Tools on a Publisher Site to share information and content the Publisher makes available on the Publisher Site (“**Publisher Content**”), you are redirected through the AddThis Site before you are directed to your destination website where you want to publish or share the Publisher Content (e.g., to share Publisher Content to a social media site such as Facebook).

7. WHAT ARE YOUR PRIVACY RIGHTS?

Pursuant to the California Consumer Privacy Act (CCPA), and other applicable laws and regulations, individuals in certain jurisdictions may have data subject rights enabling them to opt-out of third party sharing or selling, or request deletion of, or access to, their personal information in Oracle’s possession or for which Oracle is otherwise responsible.

Opt-out and object to our use of personal information. Oracle offers multiple ways for you to opt out of third party sharing or selling and object to our use of your personal information as described in this Privacy Policy.

AddThis Opt-out. If you prefer that Oracle and our third party partners do not receive your personal information via Cookies and Pixels for the purposes outlined in this Privacy Policy, you may opt out of collection at any time via the Oracle Advertising opt-out, available at <https://datacloudoptout.oracle.com/#optout>. Upon opting out, we will place an opt-out Cookie on your device. The opt-out Cookie tells the AddThis Tools not to include information from that device in AddThis Data.

AdTech Industry Opt-out. You may also opt out of third party sharing or selling by Oracle Advertising by using the opt-out tools provided by the following industry groups:

Digital Advertising Alliance ('DAA'): <http://www.aboutads.info/choices/>

Network Advertising Initiative ('NAI'): <http://optout.networkadvertising.org>

European Interactive Digital Advertising Alliance ('EDAA'): <http://www.youronlinechoices.eu/> and <http://www.edaa.eu/>

Do Not Track. Oracle honors "Do Not Track" browser settings, meaning we will not track your browser for marketing purposes while you have "Do Not Track" turned on in your browser settings.

Please note that if you opt out using the first two opt out tools, you may still temporarily receive marketing due to marketing campaigns already underway. However, you will be opted-out of all future marketing campaigns that use Oracle Advertising.

Also note that the first two opt out tools are currently cookie-based and prevent Oracle from using, sharing, or selling your personal information for interest-based advertising on the browser on which they are installed. As a result, the opt out will only function if your browser is set to accept third-party cookies and may not function where cookies are sometimes automatically disabled or removed (e.g., certain mobile devices and operating systems). If you delete cookies, change your browser settings, switch browsers or computers, or use another operating system, you will need to opt out again. Oracle does not use persistent, unique identifiers to revive a previously opted-out profile or deleted cookie.

Blocking Emails Shared via AddThis Tools. You may opt of sharing content (with other users for example) by email using the AddThis Tools. By using the AddThis Tools, You agree to abide by the general rules of conduct in the [AddThis Terms of Service](#). Oracle does not verify the email address you provide to share content via email. Oracle will delete the email address within 90 days of collection. To opt out of emails sent by you using AddThis Tools, please use the opt-out tool available at: <http://www.addthis.com/privacy/email-opt-out>.

Access personal information

In order to exercise your right to access your online information, you can use the [Oracle Advertising Registry](#) ("Registry") to view the online segments Oracle has associated with your device. Information available in the

Registry is not limited to the preceding 12 months, rather the Registry provides the entire view of online segments associated with the cookie on your browser. By accessing this Registry, you can view the types of third-party interest segments that are shared with or sold to Oracle Advertising customers. Please note that the interest segments you see within the Registry is information about you from the profile associated with the specific browser, computer or device that you are using to visit the Registry. You may see different segments when viewing the Registry from a different browser, computer or device. We therefore recommend using different browsers and devices when accessing the Registry.

Delete personal information

You can erase or delete the AddThis Data Oracle is processing about your device or remove segments in the [Registry](#) by opting out of AddThis services using the [opt-out tool](#).

8. WHAT ARE YOUR RIGHTS UNDER THE CALIFORNIA CONSUMER PRIVACY ACT (CCPA)?

If you are a California resident, you may request that we:

1. disclose to you the following information covering the 12 months preceding your request:

the categories and specific pieces of personal information we collected about you and the categories of personal information we sold (see [Section 4](#));

the categories of sources from which we collected such personal information (see [Section 4](#));

the business or commercial purpose for collecting or selling Personal Information about you (see [Section 5](#)); and

the categories of third parties to whom we sold or otherwise disclosed personal information (see [Section 9](#)).

2. delete personal information we collected from you (see [Section 7](#)); or

3. opt-out of any future sale of personal information about you (see [Section 7](#)).

We will respond to your request consistent with applicable law.

If you are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page, available [here](#).

9. WHEN AND HOW CAN WE SHARE ADDTHIS DATA?

Sharing within Oracle

As a global corporation, AddThis Data can be shared globally throughout Oracle's worldwide organization for business purposes, as specified in [Section 4](#). A list of Oracle entities is available [here](#). Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country. Oracle employees are authorized to access personal information only to the extent necessary to perform their job functions.

Sharing or selling with third parties

We may share or sell AddThis Data with the following third parties for a commercial purpose:

Oracle Advertising customers and partners, including digital marketers, ad agencies, web publishers, demand side platforms, data management platforms, supply-side platforms and social media networks. Oracle's use of AddThis Data by our Oracle Advertising customers and partners is described in the [Oracle Advertising Privacy Policy](#); and

third-party service providers as necessary to perform Oracle Advertising services on behalf of Oracle.

We may share or sell AddThis Data with the following third parties for a business purpose:

relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock, including in connection with any bankruptcy or similar proceedings; and

relevant third parties to protect our rights, protect your safety or the safety of others; investigate or prevent fraud or malicious activity; or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

10. FOR HOW LONG DO WE RETAIN ADDTHIS DATA?

Oracle maintains personal information for the following retention periods:

We retain AddThis Data for **13 months** as of collection. A 1% sample of AddThis Data ("**Sample Dataset**") is retained for a maximum of 24 months for business continuity purposes. Oracle hashes the direct and indirect identifiers (such as IP address and cookie ID) in the Sample Dataset. 'Hashing' means the personal information cannot be associated with an individual without the use of additional information.

11. HOW IS ADDTHIS DATA SECURED?

Oracle has implemented appropriate technical, physical and organizational measures designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access as well as all other forms of unlawful processing.

12. DO WE PROCESS SENSITIVE PERSONAL INFORMATION?

Oracle does not create any online interest segments that reflect personal information that we consider sensitive. While the types of personal information considered sensitive may vary among consumers and applicable law, we consider the following types of personal information to be sensitive:

precise health, biometric, or genetic information, such as a certain medical condition like cancer or diabetes;
certain aspects linked to personal life, such as religious, political, or sexual orientation;
interest in “adult” activities, such as drug use, gambling, an interest in weapon(s), or pornographic material; and
information considered sensitive based on applicable law.

We do not allow AddThis Data to be used for employment, credit, healthcare, or insurance eligibility purposes.

13. DOES ORACLE PROCESS ADDTHIS DATA FROM CHILDREN?

We do not intentionally collect or share AddThis Data of children under 16 years of age. Further, we prohibit our Publishers from providing Oracle with personal information from sites directed to children under the age of 16 or from consumers whose age these companies know to be under the age of 16.

14. IS ORACLE A MEMBER OF ANY INDUSTRY ORGANIZATIONS?

Oracle is a member of, and adheres to the regulatory principles of, several industry groups including the [Network Advertising Initiative \('NAI'\)](#), the [Digital Advertising Alliance \('DAA'\)](#), [European Digital Advertising Alliance \('EDAA'\)](#) and the [Interactive Advertising Bureau \('IAB'\)](#). Please visit these industry groups for more information on the advertising industry and for more opt-out choices.

15. LINKS TO OTHER SITES

AddThis Platform and AddThis Tools contain links to, and allow you to share content on, third party websites and services. By providing such links to third party websites or services or allowing sharing of content, we are not endorsing, authorizing or representing that we are affiliated with that third party, nor are we endorsing the third party's privacy or information security policies or practices. We encourage you to read the privacy policies of these third party websites and services to understand how such third parties collect, use and share information.

16. HOW IS ADDTHIS DATA HANDLED GLOBALLY?

Oracle is a global corporation with operations in over 80 countries and personal information is processed globally. If personal information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take measures designed to adequately protect information about you.

17. HOW DO I CONTACT ORACLE IF I HAVE QUESTIONS, COMMENTS OR COMPLAINTS?

For inquiries or complaints regarding this Privacy Policy, please contact Oracle's Data Protection Officer by filling out our [inquiry form](#) and providing sufficient detail to allow us to properly understand and respond to your request. Or you can contact us at the address below:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

18. FILING A COMPLAINT

If you have any complaints regarding our compliance with this Privacy Policy, please contact us first. We will investigate and attempt to resolve complaints and disputes regarding use and disclosure of personal information in accordance with this Privacy Policy and in accordance with applicable law. You also have the right to file a complaint with a competent data protection authority if you are a resident of a European Union member state.

19. ORACLE CORPORATE HEADQUARTERS

Oracle's corporate headquarters are located at:

2300 Oracle Way
Austin, TX 78741
USA
Tel: +1.737.867.1000

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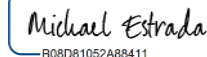
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