Cloud Service Provider Disclosure (SS 584:2020 MTCS)

The form is to be completed for each cloud service provided. For questions not applicable or not disclosed, indicate accordingly in the remarks.

Date of disclosure: 15th September 2025

Applicable cloud service(s): Fusion (HCM, SCM, ERP, Sales and Services) on OCI, FAaaS (Fusion as a service) and EPM.

Cloud Service Provider Contact Information

Company name: Oracle America Inc.

Primary address: 600 Oracle Parkway, Redwood City, CA, 94065

Web address: https://www.oracle.com/sg/corporate/

Contact name: Samer Abboud

Contact number: +65 6436 1000   Contact email: salesinquiry_sg@oracle.com

MTCS certificate number:

Company stamp: _____   Company representative signature: _____

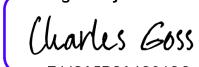**Certification Body Contact Information**

Company name: Schellman Compliance

Web address: Schellman.com

Contact name: Doug Kanney

Contact number: 1.866.254.0000 ext. 110

Contact email: doug.kanney@schellman.com

Signed by:

Charles Goss 11/3/2025

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Company stamp: _____   Lead auditor signature: Charles Goss

Cloud Service Provider Background

Overview of service offering:

Oracle's SaaS offerings are designed to be rapidly deployable to enable customers with shorter time to innovation; easily maintainable to reduce integration and testing work; connectable among differing deployment models to enable interchangeability and extendibility between cloud and on-premise IT environments; compatible to easily move workloads between on-premise IT environments and the Oracle Cloud; cost-effective by requiring lower upfront customer investment; and secure, standards-based and reliable.

Service model:

☐ Virtual machine instances owned by the cloud service customer

☐ Network facilities

☑ Compliance with applicable standards

Deployment model:

☐ Private cloud

☐ Community cloud

☐ Hybrid cloud

☑ Public cloud

Tier:

☐ Level 1

☐ Level 2

☑ Level 3

No.	Criteria	Description	Remarks
Legal and Compliance			
1.	Right to audit	The cloud service customer has the right to audit: ☐ Virtual machine instances owned by the cloud service customer ☐ Network facilities ☐ Compliance with applicable standards ☐ Technical controls ☐ Policies and governance ☐ Data centre facilities ☑ Others <u>See remarks</u> ☐ None Regulators recognized by Singapore law have the right to audit: ☐ Virtual machine instances owned by the cloud service customer ☐ Network facilities ☐ Compliance with applicable standards ☐ Technical controls ☐ Policies and governance ☐ Data centre facilities ☐ Others	This form is completed with the questions only related to Oracle SaaS cloud services that are in-scope. For the questions related to IaaS/PaaS, e.g. VMs, Network/DC facilities, please read in conjunction with the Oracle Cloud Infrastructure (OCI) disclosure form which is provided in the OCI MTCS audit. Customers may audit Oracle's compliance with its obligations under Data Processing Agreement up to once per year. In addition, to the extent required by Applicable Data Protection Law, Customer and their Regulator may perform more frequent audit. Audit scope is subject to agreed final audit plan. See Data Process Agreement - https://www.oracle.com/c orpora te/contracts/cloud-services/con tracts.html#data-processing " This document is provided for information purposes only and the contents hereof are subject to change without notice. This document is not warranted to be error-free, nor subject to any other warranties or conditions, whether expressed orally or implied in law, including implied warranties and conditions of merchantability or fitness for a particular purpose. We specifically disclaim any liability with respect to this document and no contractual

			obligations are formed either directly or indirectly by this document. This document may not be reproduced or transmitted in any form or by any means, electronic or mechanical, for any purpose, without our prior written permission."

		☐ None Audit / assessment reports that can be made available on request: ☐ Penetration test ☐ Threat and vulnerability risk assessment ☐ Vulnerability scan ☐ Audit reports (e.g. Statement on Standards for Attestation Engagements (SSAE) No. 16, Reporting on Controls at a Service Organization)	Oracle provides information about framework for which an Oracle line of business has achieved a 3rd party attestation or certification for one or more of its services in the form of "attestations." A list of attestation is available to view via Oracle Cloud Compliance page - https://www.oracle.com/cloud/compliance/#attestations Reports and certifications are available for download via Oracle SaaS Cloud console.

2.	Compliance	The following guidelines / standards / regulations are adhered to: ☑ Singapore Personal Data Protection Act ☑ ISO/IEC 27001 ☐ ISO 9000 ☐ ISO/IEC 20000 ☐ CSA Open Certification Framework ☑ PCI-DSS ☑ Others <u>See others</u>	A list of attestation is available to view via Oracle Cloud Compliance page - https://www.oracle.com/ cloud/compliance/ #attestations Reports and certifications are available for download via Oracle SaaS Cloud console. Oracle follows a modified approach for a selection of MTCS requirements for which compensatory controls have been defined as outlined in the statement of applicability.
Data Control			
3.	Data ownership	All data on the cloud service is owned by the cloud service customer except for: Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works The cloud service customer retains the ownership on the derived data or attributes of cloud usage except for the following: ☐ Advertising or marketing ☐ Statistics analysis on usage ☑ Others see others	Oracle customers retain all ownership and intellectual property rights in and to their content as defined in the Oracle Cloud Service Agreement - https://www.oracle.com/ a/ ocom/docs/corporate/clo ud -csa-jp-eng- v040119.pdf
4.	Data retention	Data deleted by the cloud service customer is retained as follows: ☑ Minimum data retention period is: 60 days ☐ Maximum data retention period is: _____ ☐ Deleted immediately Log data is retained for a period of: ☑ Minimum data retention period as follows: 90 days	

		☐ Maximum data retention period is: _____	
		☐ Not retained	
		Cloud service customer data is retained for a period of:	
		☑ Minimum data retention period is: 60 days_	
		☐ Maximum data retention period is: _____	
		☐ Not retained	
		The following types of data are available for download by the cloud service customer:	
		☐ Log data	
		☑ Others Customer users access logs provided in the apps	
5.	Data sovereignty	The primary data locations are:	
		☑ Singapore	
		☑ Asia Pacific _____	
		☐ Europe _____	
		☐ United States	
		☐ Others _____	
		The backup data locations are:	
		☑ Singapore	
		☑ Asia Pacific _____	
		☐ Europe _____	
		☐ United States	
		☐ Others _____	
		No. of countries in which data centres are operated: 25 countries https://www.oracle.com/in/cloud/public-cloud-regions/	
		The cloud service customer's data stored in the cloud environment will never leave the locations specified in item 5:	
		☐ Yes	
		☑ Yes, except as required by law	
		☐ Yes, except as noted: _____	

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☐ No

Cloud service customer's consent is required prior to transferring data to a location not specified in item 5 or a third party:

☐ Yes

☑ Yes, except as required by law

☑ Yes, except as noted: <u>SaaS cloud contracts</u>

☐ No

Note: Cloud service customers are responsible for determining the impact of data protection and data sovereignty laws on the locations where data is stored. In addition, cloud service customers should understand the risks associated with relevant laws that may allow for law enforcement or other government access to data in-transit or storage with Cloud Service Providers.

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<td>6.</td>
<td>Non-disclosure</td>
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☑ Non-disclosure agreement template can be provided by Cloud Service Provider

☐ Cloud Service Provider may use customer's NDA (pending legal review)

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<td colspan="4">Provider Performance</td>
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<td>7.</td>
<td>Availability</td>
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The committed network uptime is:

☑ <u>99.7</u> %

☐ Varies according to price plan

The committed system uptime is:

☑ <u>99.7</u> %

☐ Varies according to price plan

The cloud environment has the following single points of failure:

☐ _____

☑ none

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<td>8.</td>
<td>3rd party dependency</td>
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Highlight areas of critical dependency for service delivery:

<u>SaaS cloud services don't have critical dependency of 3rd party</u>

_____

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<td>9.</td>
<td>BCP / DR</td>
<td>☑ Disaster recovery protection</td>
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		☑ Backup and restore service ☐ Cloud service customer selectable backup plans ☑ Escrow arrangements ☐ No BCP / DR is available ☑ RPO Generally 1 hour, vary on services___ ☑ RTO Generally 12 hours, vary on services_ ☐ Others, please specify: _____ _____	The RPO and RTO for SaaS services are different from service to service, please refer to the SaaS Pillar document for more details.
10.	Liability	The following terms are available for the cloud service customers on failure of the provider to meet the service commitment: ☑ Network failure Liability: _____ ☑ Infrastructure failure Liability: _____ ☑ Virtual machine instance failure Liability: _____ ☐ Migrations Liability: _____ ☑ Unscheduled downtime Liability: Oracle_____ ☑ Database failure Liability: _____ ☐ Monitoring failure Liability: _____	Oracle Cloud Hosting and Delivery Policies describe the Oracle Cloud Services ordered by Customers, which include Service Level Agreement (SLA). Oracle Cloud Service Pillar documentation may include additional details or exceptions related to specific Oracle Cloud Services. The Oracle Cloud Service Pillar documentation, the Service Descriptions and the Program Documentation for Oracle Cloud Services are available at www.oracle.com/contracts. Unscheduled (unplanned) downtime is described in the Cloud Hosting and Delivery policies. Oracle follows a modified approach for a selection of MTCS requirements for which compensatory controls have been defined as outlined in the statement of applicability.
11.	Shared responsibility	☑ Communication of shared roles & responsibilities for which CSC needs to implement and manage for use of this cloud service URL (or attach file): Oracle CSA: https://www.oracle.com/a/ocom/docs/corporate/cloud-csa-sg-eng-v040119.pdf_	
Service Support			
12.	Change management	The Cloud Service Provider has established the following for changes, migrations, downtime, and other potential interruptions to cloud services:	

		☑ Communication plan and procedures for proactive notification ☑ Assistance in migration to new services when legacy solutions are discontinued ☑ Ability to remain on old versions for a defined time period ☑ Ability to choose timing of impact	
13.	Self-service provisioning and management portal	Provide self-service provisioning and management portal for cloud service customers to manage cloud services: ☑ Yes ☐ No If yes, describe the functions of the self-service provisioning and management portal provided: ☑ Allow role-based access control (RBAC) ☐ Manage resource pools (e.g. VMs, storage, and network) and service templates ☐ Track and manage the lifecycle of each service ☑ Track consumption of services ☑ Health monitoring ☐ Others: _____ _____	
14.	Incident and problem management	Delivery mode of support: ☑ Access via email ☑ Access via portal ☑ Access via phone support ☐ Direct access to support engineers Availability of support: ☑ 24 x 7 ☐ During office hours support, please specify the hours of operations: _____ ☐ After office hours support, please specify the hours of operations: _____ Service response time:	

		Notification time of cloud service outage incident: *Oracle will notify you of a confirmed Personal Information Breach without undue delay but at the latest within 24 hours*	
		Communication channel used for notification of cloud service outage incident: *My Oracle Support Portal, cloud console and email notifications*	
		The following are available to cloud service customers upon request:	
		☐ Permanent access to audit records of customer instances	
		☑ Incident management assistance	
		Incident response time: Within 24 hours_____	
		Mean time to repair on detection of faults: _____	
15.	Billing	The following billing modes are available (please elaborate granularity of charges and measurement): ☑ Pay per usage _____(up to per min/hour/day/month for compute/storage for IaaS/PaaS, and per cloud service customer per hour/day/month/year for SaaS) ☑ Fixed pricing _____(up to yearly/monthly/daily) ☐ Other pricing model _____ ☑ Not disclosed ☐ Available billing history: _____months	SaaS cloud services have different billing models. Please refer to the Oracle SaaS service description document for details.
16.	Data portability	Importable VM formats: N/A_____ Downloadable formats: JSON/XML/other open formats (to specify) JSON, XML, ZIP, TXT,CSV,XML,HTML,etc _____ Supported operating systems: Linux_____ Language versions of supported operating systems: English_____ Supported database formats: Oracle Exadata_____ Policy/guide available: Yes_____ API: ☑ Common REST and SOAP API_____ ☐ Customized _____ Upon service termination or prolonged outage, data is available through:	

		☐ Physical media ☑ Standard methods as described above ☐ Other methods _____ _____	
17.	Interoperability	Use of industry standards and availability of APIs to support interoperability: ☑ Transport supported (e.g. REST based HTTPS/MQTT) HTTPS__ ☑ Format supported (e.g. JSON/XML) <u>JSON, XML</u>_____ ☑ APIs supported <u>REST, SOAP, ICS, FA</u>_____ ☐ Other methods _____ _____ Guide available https://docs.oracle.com/en/cloud/saas/financials/21c/api.html _____	
18.	Access	Type of access to the service is through: ☑ Public access ☑ Private access (e.g. VPN, dedicated link) ☐ IPv6 access is supported ☐ Other access methods _____ _____ _____ Public access speed (shared bandwidth) in Mbps: _____ Bandwidth requirements vary based on the customer needs and different in services, please consult your service representative.	
19.	User management	☑ Identity management ☑ Role based access control ☑ Federated access model ☑ Integration with Identity management solutions ☐ Others _____	

| 20. | Lifecycle | The cloud service customer may select the following for service upgrades and changes:

☑ Automatic provisioning

☑ Cloud service customer customizable provisioning | |

Security Configurations			
21.	Security configuration enforcement checks	Security configuration enforcement checks are performed: ☐ Manually ☑ Using automated tools How often are enforcement checks being performed to ensure all security configurations are applied? Continuously	Oracle Cloud Guard is an Oracle Infrastructure service that helps customers monitor, identify, achieve and maintain a strong security posture on Oracle Cloud. Please see details about Cloud Guard - https://docs.oracle.com/e nus/iaas/cloud-guard/using/i ndex.htm
22.	Multi-tenancy	☐ Distinct physical hosts ☐ Distinct physical network infrastructure ☑ Virtual instance grouping ☑ Cloud service customer definable security domains ☑ Cloud service customer customizable firewall ☑ Cloud service customer definable access policies	
23.	Hybrid cloud provision	Ability to monitor, track, apply and enforce CSC's security & privacy policies on its cloud workloads: ☑ Data protection and encryption key mgmt. enforcement geolocation-based/resource pools and secure migration of cloud workloads ☑ Key mgmt. and keystore controlled by CSC ☑ Persistent data flow segmentation before and after geolocation-based/resource pools secure migration ☑ Compliance enforcement for regulated workloads between on-premises private and hybrid/public cloud ☐ Others _____	
Service Elasticity			

| 24. | Capacity elasticity | The following capacity elasticity options are available: ☐ Programmatic interface to scale up or down ☐ Mean time to start and end new virtual instances _____ ☐ Alerts to be sent for unusual high usage ☐ Minimum performance during peak periods _____ ☐ Minimum duration to scale up computing resources _____ ☐ Minimum additional capacity guaranteed per account | Please refer to Oracle Cloud Infrastructure service offerings and responses to MTCS. |

		_____(number of cores and GB memory)	
25.	Network resiliency and elasticity	The following network resiliency and elasticity options are available: ☑ Redundant Internet connectivity links ☑ Redundant Internal connectivity ☑ Selectable bandwidth up to _____Mbps ☑ Maximum usable IPs _____ ☑ Load balancing ports **_Multiple_____** ☑ Load balancing protocols **_HTTP/1.1___** ☑ Anti-DDOS protection systems or services ☑ Defence-in-depth mechanisms, please specify: **_DNS&BGP, SIEM, threat and vul mgmt, NIDS, FW, ACL, IRP, OEM___** _____ _____ ☑ Network traffic isolation, please specify: **_OCI native isolation_** _____ ☑ Shared or dedicated bandwidth, please specify: **_Shared load balancer network_** _____ ☑ QoS traffic control services ☑ Alerts to be sent for unusual high usage ☑ Minimum performance during peak periods **_varies based_** ☑ **_on services. Please consult your service representative_** Minimum period to scale up network throughput **_varies based_** **_on services. Please consult your service representative_**	
26.	Storage redundancy and elasticity	The following storage redundancy and elasticity options are available: ☑ Redundant storage connectivity links within each data centre ☑ Redundant storage connectivity links between data centres belonging to the same cloud ☑ Storage traffic isolation, please specify: **_Customer tenancy in Fusion is separated by VCNs and private subnets. Others may vary from design. Please consult your service representative._** _____ ☑ Shared or dedicated storage network bandwidth, please specify: **_Varies based on services, please consult your service representative._** ☐ Quality of service storage traffic control services ☑ Maximum storage capacity for entire cloud, please specify: **_Oracle_**	

		Cloud provides up to 51.2 TB of capacity per instance	

		☑ Maximum storage capacity for single cloud service customer, please specify: ***varies based on service contracts. Please refer to Oracle Fusion Cloud service descriptions at https://www.oracle.com/assets/oracle-fusion-cloud-service-desc-1843611.pdf*** ☑ Maximum expandable storage, please specify: ***varies based on service contracts. Please refer to Oracle Fusion Cloud service descriptions at https://www.oracle.com/assets/oracle-fusion-cloud-service-desc-1843611.pdf*** ☑ Alerts to be sent for unusual high usage ☑ Minimum storage I / O performance during peak periods ***Varies based on services, please consult your service representative.*** ☑ Minimum period to scale up storage I / O throughput ***Varies based on services, please consult your service representative.***	