

NETSUITE SERVICE DATA SECURITY ADDENDUM

For the Cloud Service procured on the applicable Estimate/Order Form (the “NetSuite Service”), Oracle shall maintain commercially reasonable administrative Safeguards designed for the protection, confidentiality, and integrity of Customer Data. All such Safeguards shall be commensurate with the importance of the Customer Data being protected, but in no event less protective than safeguards that Oracle uses to protect its own information or data of similar importance, or as required by applicable law. As of the effective date of the applicable Estimate/Order Form, such Safeguards are described below in this Addendum¹; provided, however, that Customer acknowledges and agrees that such Safeguards described in this Addendum are not comprehensive and such Safeguards may change during the term of the applicable Estimate/Order Form, as applicable third party security audits, compliance standards and/or certifications evolve/change over time, provided that any such changes to Safeguards will not materially decrease the overall security of the NetSuite Service during the term of the applicable Estimate/Order Form. For the term of the Agreement, Oracle shall comply with all obligations regarding Customer Data under the applicable Estimate/Order Form, including, without limitation, Oracle’s obligations to maintain commercially reasonable Safeguards as provided herein.

1. Security Policy. Oracle has, and will maintain, a security policy for its security organization that requires security training and privacy training as part of the training package for Oracle security personnel, as documented in Oracle’s ISO 27001 and PCI DSS certifications.
2. Oracle Security Organization. Oracle has, and will continue to have, a dedicated security organization that is responsible for the ongoing monitoring of Oracle’s security infrastructure, the review of Oracle products and services, and for responding to security incidents.
3. Data Storage and Handling. Storage medium or any equipment with storage capability, including mobile media, used to store Customer Data will be secured and hardened in accordance with industry standard practices, such as:
 - a. Oracle will maintain a reasonable asset management policy to manage the life cycle (commissioning, operating, maintaining, repairing, modifying, replacing and decommissioning/disposal) of such media.
 - b. Decommissioned media containing Customer Data will be destroyed in accordance with NIST 800-88 Revision 2 at the Moderate level of sensitivity (or similar data destruction standard).
 - c. Customer Data will be logically segmented from Oracle and other Oracle customers’ data.
 - d. Database fields in the NetSuite Service designated for credit card data information and social security numbers will be encrypted, and Oracle will not process such Customer Data in test, development, or non-production environments.
4. Data Transmission. Customer’s access to the NetSuite Service is through a secure communication protocol specified by Oracle. Oracle will use strong cryptography and security protocols consistent with industry standards, as documented in the User Guides for the NetSuite Service.
5. Incident Response. Oracle will monitor a variety of communication channels for known incidents, and Oracle’s security team will react promptly to such known incidents. In the event of a Security Incident, Oracle will: (i) notify Customer in accordance with Oracle’s obligations under applicable law or regulatory requirement, to the extent an applicable security breach law applies to such Security Incident; and (ii) perform a penetration test after corrective actions are implemented, if applicable, with a test results summary to be provided to Customer, and such test results to be deemed Oracle Confidential Information.

Oracle’s incident response plan is further described and audited in Oracle’s SOC 1 / ISAE 3402 Type II report and Oracle’s SOC 2 Type II report, and further audited in Oracle’s annual ISO 27001 certification review process as applicable to the NetSuite Service. Incidents involving Personal Information shall be managed according to the provisions set forth within the Oracle Data Processing Agreement.

6. Change Management. Oracle maintains a change management policy to ensure changes to the organization, business processes, information processing facilities and systems that affect information security are controlled.
7. Server Operating Systems. Oracle servers will use a hardened operating system implementation customized for the NetSuite Service. Oracle will maintain a risk-based prioritized patch management policy.
8. Access Control and Privilege Management. Oracle employs systems and processes to limit physical and logical access based on least privileges and segregation of duties to ensure critical data can only be accessed by authorized Oracle personnel.
9. User Accounts. Customer will have control over the creation, deletion, and suspension of User roles within the NetSuite Service, as documented in the NetSuite Service User Guides. The NetSuite Service allows Customer to perform administrative functions.
10. Oracle Responsibilities and Policy Controls. Oracle will implement measures to ensure Customer Data is processed only in accordance with the instructions provided by the Customer.

¹For clarity, the Safeguards set forth in this Addendum do not apply to any Third-Party Applications and may not apply to optional services subsequently ordered or activated by Customer that are subject to different terms.

11. Password Policy. As documented in the User Guides for the NetSuite Service, Customer can apply its own password and authentication policies via the NetSuite Service's configurable policy settings and when using the single sign on functionality in the NetSuite Service.
12. Network Connectivity Security Requirements. Oracle will protect its infrastructure with multiple levels of secure network devices. All remote access to the NetSuite Services environments by Oracle personnel that have access to Customer Data must be through one or a combination of the following: virtual private network, multi-factor authentication, mutual authentication, client trust scoring, or other authentication methods with an equal or higher level of security.
13. Audits and Certifications. The following security audits and certifications are relevant to the NetSuite Service, as set forth below:
 - a. PCI DSS. Payment Card Industry Data Security Standard (PCI DSS) is a worldwide information security standard for organizations that handle branded credit cards such as Visa, Master Card, American Express, etc. The PCI standards are mandated by the card brands and run by the Payment Card Industry Security Standards Council. During the Term, Oracle shall maintain PCI DSS compliance at the Level 1 Service Provider level for the portions of the Oracle NetSuite Service that store, process and transmit credit card data. (Any changes made to the Oracle Service by or on behalf of Customer may affect Customer's compliance with PCI DSS requirements and Customer shall be solely responsible for ensuring that any such changes are compliant with PCI DSS requirements.)
 - b. SOC Report Attestations. The American Institute of CPAs (AICPA) has established System and Organization Controls (SOC) frameworks for evaluating and reporting on the effectiveness of a service organization's controls that address specific user needs. With respect to the NetSuite Service, Oracle shall ensure performance of annual third-party attestation reports completed in accordance with the AICPA and IFAC Standards for Assurance Engagements:
 - i. Oracle shall ensure performance of an annual SOC 1 / ISAE 3402 Type II report.
 - ii. Oracle shall ensure performance of an annual SOC 2 Type II report, for the Security, Availability, and Confidentiality attributes.
 - iii. Any material findings that lead to a qualified opinion on the SOC reports will be promptly addressed with the development and implementation of a corrective action plan by Oracle's management.
 - c. ISO 27001. ISO 27001 is a leading international standard published by the International Organization for Standardization (ISO) and the International Electrotechnical Commission (IEC) for measuring information security management systems (ISMS). This standard specifies the requirements for establishing, implementing, operating, monitoring, reviewing, maintaining, and improving a documented ISMS.

Oracle shall ensure performance of a third-party certification audit of Oracle's ISMS against the requirements of the ISO 27001 standard.
 - d. No more than once per year, Customer may submit a request for a copy of Oracle's final: a) SOC 1 / ISAE 3402 Type II report; b) SOC 2 Type II report; and (c) ISO 27001 certificate and Statement of Applicability (SOA). Any such reports, certificates and supporting documentation provided by Oracle in connection with this Section are deemed Oracle Confidential Information.
 - e. If similar third-party audits, standards and/or certifications become available in the future, Oracle may choose to perform such audit and/or certify to such established industry standard selected by Oracle in place of those in this section.
 - f. If Customer has purchased NetSuite New Starter Edition this entire section does not apply to Customer's purchase of those NetSuite New Starter Edition services.
14. Data Center Environment and Physical Security. The following is a general description of Oracle's various data center environments and efforts to ensure physical security in these environments.
 - a. Physical Security Staffing. Each Oracle data center is staffed by onsite security personnel and monitored by a security organization responsible for continuous physical security functions.
 - b. Physical Security Access Procedures. Formal access procedures exist for allowing physical access to the data centers.
 - c. Physical Security Devices. Data centers employ electronic access control systems that are linked to a system alarm. Unauthorized activity and failed access attempts are logged by the access control system and investigated as appropriate.
 - d. Redundancy. Oracle's disaster recovery plan is described in Oracle's SOC 1 / ISAE 3402 Type II report and further audited in Oracle's SOC 2 Type II report and annual ISO 27001 certification review process. The data centers are designed with resiliency and redundancy. The redundancy is intended to minimize the impact of common equipment failures and environmental risks. Infrastructure systems have been designed to eliminate single points of failure. Oracle has in place a procedure for recovering Customer Data and restoring service to a secondary data center in the event the Primary DC is declared by Oracle to be inoperable due to a catastrophic disaster. Oracle implements measures to ensure customer data is protected from accidental destruction or loss.

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- e. Power. The data center electrical power systems are designed to be fully redundant and maintainable without interruption to continuous operations. Backup power is provided by various mechanisms including the use of batteries and generators. Backup power is designed to supply uninterruptible and consistently reliable power protection during utility brownouts, blackouts, overvoltage, undervoltage, and out-of-tolerance frequency conditions.
15. Risk Assessments. Oracle shall perform a risk assessment of the NetSuite Service every year. This assessment shall include an evaluation of risks to the confidentiality, integrity, and availability of Customer Data which resides on the NetSuite Service and a documented plan to correct or mitigate those risks in its security policy.
16. Handling of Personal Information. Oracle will process Personal Information as part of the provision of its services in accordance with its services agreement with the Customer and will be responsible for the compliance of its respective obligations under the applicable data protection laws. In handling and processing of Personal Information. Oracle shall implement and maintain appropriate technical and organizational security measures designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information.
17. Use of Services. The NetSuite Service may not be delivered to or accessed by Users in Venezuela, nor may the NetSuite Service or any output from the Services be used for the benefit of any individuals or entities in Venezuela including, without limitation, the Government of Venezuela.
18. Definitions.

“Primary DC” shall mean the primary data center in which Customer Data is stored.

“Safeguards” shall mean physical and technical safeguards.

“Security Incidents” shall mean an actual unauthorized disclosure, or reasonable belief that there has been an unauthorized disclosure, by Oracle of Customer Data containing unencrypted information to any unauthorized person or entity.

“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.

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