

Oracle Contract Checklist for Saudi Arabian Monetary Authority Rules on Outsourcing

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The information in this document was current as of June 2022

Overview

Oracle has developed this document as a part of its continuing efforts to help financial services customers in the Kingdom of Saudi Arabia meet their obligations, particularly under [Saudi Arabian Monetary Authority \(SAMA\) Rules on Outsourcing](#) relating to the use of Oracle Cloud Infrastructure (OCI) and Oracle Cloud Applications (SaaS)¹. We want to make it easier for you as a financial institution to identify the sections of the Oracle Cloud services contract that may help you address the requirements in the SAMA Rules on Outsourcing. In this document, you will find a list of specific requirements under the SAMA Rules on Outsourcing, along with a reference to the relevant section(s) of the Oracle Cloud services contract and a short explanation to help you conduct your review of the Oracle Cloud services. For further guidance, please read this document in conjunction with Oracle's Compliance Advisory addressing SAMA Rules on Outsourcing applicable to financial institutions.

The Oracle Cloud services contract includes the following customer-specific components, all of which are referenced in this document:

- **Oracle Cloud services agreement** – an Oracle Cloud Services Agreement (CSA) or Oracle Master Agreement (OMA) with Schedule C (Cloud)
- **FSA** – The Oracle Financial Services Addendum to the Oracle Cloud Services Agreement CSA or OMA with Schedule C
- **Ordering Document** – Oracle Cloud services order
- **Services Specifications** – Service-specific components, including the [Oracle Cloud Hosting and Delivery Policies](#) with applicable [Services Pillar Document\(s\)](#) and the [Oracle Data Processing Agreement \(DPA\)](#).

Regulation Background

SAMA is the central bank of the Kingdom of Saudi Arabia and the supervisory authority for banks, payment providers, insurance companies, finance companies and credit bureaus operating within the Kingdom. The SAMA Rules on Outsourcing apply to banks licensed under the Banking Control Law (Royal Decree No. M/5 dated 22/2/1386 H), including all branches of local and foreign banks and banking subsidiaries located in Saudi Arabia. The SAMA Rules on Outsourcing require these banks to appropriately manage risks arising from outsourcing, including ensuring their outsourcing arrangements are subject to appropriate due diligence, approval and ongoing monitoring. For more information, see <https://www.sama.gov.sa/en-US/RulesInstructions/Pages/BankingRulesAndRegulations.aspx>.

For more information on financial services regulations in other jurisdictions please visit <https://www.oracle.com/cloud/compliance/>.

¹ Oracle GBU SaaS, NetSuite, and Advertising SaaS services are not included in the scope of this document.

NO.	REFERENCE	REGULATION REQUIREMENT/DESCRIPTION	REFERENCE TO ORACLE CLOUD SERVICES CONTRACT	ORACLE EXPLANATION
Reporting Requirements				
1.	Article 13	Banks are required to notify SAMA of any breaches of legal or regulatory requirements in their outsourcing arrangements. In such event, SAMA may require the bank to modify or cancel the arrangement or re-integrate an outsourced function into the organization.	<ul style="list-style-type: none"> • FSA Section 8 • CSA Section 9 • OMA Schedule 9 • FSA Section 3 • FSA Section 3.1 • FSA Section 4 	<p>Section 8 of the FSA states that Oracle will comply with all applicable laws to the extent they are expressly applicable to Oracle’s provision of the cloud services under the services contract and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the cloud services.</p> <p>The parties’ termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable) and Section 3 of the FSA.</p> <p>Section 3.1 of the FSA, in particular, provides customers the right to terminate the affected cloud services if:</p> <ul style="list-style-type: none"> • Such termination is based on express instructions from customer’s financial services regulator • Oracle is in a breach of applicable law or regulation in providing the relevant cloud services <p>Provisions relating to data retrieval, transition period and transition assistance are set out Section 4 of the FSA.</p>
2.	Article 14	Banks are required to provide annual report of their outsourcing activities using the prudential return in Annex 1 as of the end of each year within 30 business days to be sent to BankingDataSection@SAMA.GOV.SA.	<ul style="list-style-type: none"> • Ordering Document 	<p>Ordered cloud services are documented in the Ordering Document.</p> <p>In addition, Oracle provides various materials through My Oracle Support and the Oracle Cloud Console that may assist customers in their outsourcing-related submissions to regulators. In addition, as required by applicable law or regulation, Oracle will provide customers and their regulators with necessary</p>

				information (including summaries of reports and documents) regarding the activities outsourced to Oracle.
Assessment of Outsourcing Options				
3.	Article 16	Banks must be able to demonstrate to SAMA that, in assessing the options for outsourcing a Material business function or activity to a third party, it has addressed the below items:	N/A	<p>Oracle provides information to assist its customers in conducting the necessary risk assessments and due diligence. These include Consensus Assessment Initiative Questionnaires (CAIQs), audit reports and other information regarding Oracle Cloud operational and security practices, which can be accessed at:</p> <ul style="list-style-type: none"> • OCI CAIQ: oracle.com/a/ocom/docs/oci-corporate-caiq.pdf • Oracle Fusion Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-fusion-cloud-applications.pdf • Oracle Enterprise Performance Management Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-epm-cloud-applications.pdf • Oracle Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-cloud-applications.pdf • Oracle Cloud Compliance: oracle.com/corporate/cloud-compliance/ • Audit Reports: Customers can obtain more information about available audit reports by contacting their Oracle sales representative.
4.	Article 16(a)	Prepared and analyzed a business case for outsourcing the Material business function or activity;	<ul style="list-style-type: none"> • CSA Section 17.5 • OMA Schedule C Section 14.3 	<p>Oracle provides resources that enables customers to assess the economic benefits of Oracle Cloud offerings, including the following:</p> <ul style="list-style-type: none"> • Modern Cloud Economics: oracle.com/cloud/economics/modern-cloud-economics/ • Why OCI: oracle.com/cloud/why-oci/ • SaaS Benefits: oracle.com/applications/what-is-saas/#link3 <p>Per Section 17.5 of the CSA or Section 14.3 of OMA Schedule C (as applicable), customers are solely responsible for determining whether the services meet</p>

				their technical, business or regulatory requirements before signing an order for services. Oracle will cooperate with customers to determine whether use of the standard services is consistent with those requirements.
5.	Article 16(b)	Analyzed the impact of the outsourcing on the overall risk profile and its impact on systems and controls within the bank;	See Article 16 above.	See Article 16 above for information that may be useful in helping customers analyze the impact outsourcing has, if any, on their risk profile.
6.	Article 16(c)	Undertaken a tender or other selection process for third-party service providers;	N/A	<p>Oracle enables customers to make informed decisions by providing information about OCI and SaaS services and how these services compare with competitor products. For more information, visit:</p> <ul style="list-style-type: none"> • Why Customers are Choosing OCI (Compare OCI to other cloud providers): oracle.com/cloud/why-oci/ • Product Comparisons (SaaS): oracle.com/applications/ • Applications Comparison Table (SaaS): oracle.com/applications/what-is-saas/comparison-saas/
7.	Article 16(d)	Undertaken a due diligence review of the chosen third-party service providers, and its financial, technical and ethical capabilities;	N/A	<p>Oracle provides products and services that address enterprise information technology (IT) environments. These include applications and infrastructure offerings that are delivered worldwide through various flexible and interoperable IT deployment models. Customers can find technical information, user guides and detailed information on the features and functionality of OCI and SaaS services in the applicable Program Documentation:</p> <ul style="list-style-type: none"> • OCI Program Documentation: docs.oracle.com/en-us/iaas/Content/home.htm • SaaS Program Documentation: docs.oracle.com/en/cloud/saas/

				<p>Oracle's customers include businesses of many sizes, government agencies, educational institutions, and resellers. Oracle markets and sells to customers directly through its worldwide sales force and indirectly through the Oracle Partner Network. Using Oracle technologies, our customers build, deploy, run, manage, and support their internal and external products, services, and business operations. Information about Oracle's business operations and organization structure is available on Oracle's website oracle.com/corporate and in its annual reports. As of fiscal year 2021, Oracle had \$40 billion total GAAP revenue and 133,000 employees serving 430,000 customers in 175 countries. For more information about Oracle's financials, visit: investor.oracle.com/financials/default.aspx.</p> <p>Oracle is committed to upholding the highest standards of business ethics and sound corporate governance practices and has implemented code of conduct policies along with a robust training program to ensure that its employees, suppliers, and contractors adhere to the highest ethical standards during their business dealings. For more information, visit:</p> <ul style="list-style-type: none"> • Oracle Corporate Governance: oracle.com/corporate/corporate-governance/ • Oracle values and ethics policies and standards: oracle.com/corporate/citizenship/values-ethics.html#equal
8.	Article 16(e)	Considered the risk arising from outsourcing multiple activities to the same third-party service provider;	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies Section 2 • Oracle PaaS and IaaS Public Cloud Services Pillar Document Section 2 • Oracle SaaS Public Cloud Services Pillar Document Section 2 	<p>Section 2 of the Oracle Cloud Hosting and Delivery Policies sets out Oracle Cloud Service Continuity Policy, which describes the following practices:</p> <ul style="list-style-type: none"> • Oracle Cloud Services High Availability Strategy states that Oracle Cloud services are deployed on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. • Oracle Cloud Services Backup Strategy states that Oracle periodically makes backups of customer's data for Oracle's sole use to minimize data loss in the event of an incident.

OCI

Section 2 of the [Oracle PaaS and IaaS Public Cloud Services Pillar Document](#) states that customers may be able to configure their ordered OCI services with disaster recovery capabilities. For any such post-provisioning configuration customers are responsible for designing and implementing a cloud architecture that meets their own requirements for availability, business continuity and disaster recovery. Customers are also responsible for designing, developing and implementing procedures for recovering their applications in accordance with their own recovery plans and periodically testing such plans to help meet availability commitments and requirements of their customers. For certain OCI services, the following options may be available to assist customers with their recovery planning:

- The use of geographically resilient data centers.
- The ability to port their virtual machines (VM) images and mirror their data to another provider to provide additional availability and failover.

For more information, see OCI CAIQ: oracle.com/a/ocom/docs/oci-corporate-caiq.pdf.

SaaS

Section 2 of the [Oracle SaaS Public Cloud Services Pillar Document](#) sets out disaster recovery services practices for SaaS public cloud services, which are intended to provide service restoration capability in the event of a major disaster, as declared by Oracle.

In addition, the following SaaS CAIQs may assist customers in conducting the necessary risk assessments and due diligence:

				<ul style="list-style-type: none"> • Oracle Fusion Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-fusion-cloud-applications.pdf • Oracle Enterprise Performance Management Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-epm-cloud-applications.pdf • Oracle Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-cloud-applications.pdf
9.	Article 16(f)	Involved the Board or its delegated authority or a Board committee, in approving the agreement;	<ul style="list-style-type: none"> • CSA Section 17.5 • OMA Schedule C Section 14.3 • CSA Section 6 • OMA Schedule C Section 6.1 	<p>Section 17.5 of the CSA or Section 14.3 of OMA Schedule C, states that prior to signing an order for services, customer is solely responsible for determining whether the services meet its technical, business or regulatory requirements. Customer’s responsibilities include obtaining approvals from its management and board of directors where required.</p> <p>Per Section 6.1 of the CSA or Section 6.1 of OMA Schedule C, customer represents that it has validly entered into the agreement and has the power and authority to do so.</p>
10.	Article 16(g)	Has put in place a comprehensive outsourcing agreement;	<ul style="list-style-type: none"> • Oracle Cloud services contract 	The respective rights and obligations of the parties are set out in writing in the Oracle Cloud services contract.
11.	Article 16(h)	Established procedures for monitoring performance under the outsourcing agreement on a continuing basis;	<ul style="list-style-type: none"> • Cloud Hosting and Delivery Policies Section 3.2.2 • CSA Section 11.1 • OMA Schedule C Section 11.1 • FSA Section 1 	<p>Section 3.2.2 of the Cloud Hosting and Delivery Policies states that Oracle will provide customers with access to a customer notifications portal for monitoring the availability of services.</p> <p>Section 11.1 of the CSA or Section 11.1 of the OMA Schedule C (as applicable) confirms that Oracle continuously monitors the services.</p> <p>See also Section 1 of the FSA, which sets out customer’s audit rights.</p>
12.	Article 16(i)	Addressed the renewal process for outsourcing agreements and how the renewal will be conducted; and	<ul style="list-style-type: none"> • Ordering Document 	The services period and renewal are covered in the Ordering Document.

13.	Article 16(j)	Developed contingency plans that would enable the outsourced business function or activity to be provided by an alternative third party service provider or brought in-house, if required.	<ul style="list-style-type: none"> • FSA Section 4 	Section 4 of the FSA provides customers with the ability to order transition services and transition assistance to facilitate the transfer or the re-incorporation of the concerned function back to the customer or to a third-party provider.
14.	Article 17	Banks are required to ensure that the process of awarding outsourcing contracts is free from any conflict of interest. Banks must declare to SAMA any affiliation or relationship with the third party service provider.	N/A	Oracle views ethical business conduct as a top priority and has implemented code of conduct policies along with a robust training program to ensure that its employees, suppliers, and contractors adhere to the highest ethical standards during their business dealings. See Oracle values and ethics policies and standards: oracle.com/corporate/citizenship/values-ethics.html#equal .
Contractual Arrangements				
15.	Article 18	Banks should document all their outsourcing arrangements through a written and legally binding agreement. As a minimum, the contract should incorporate the following:	<ul style="list-style-type: none"> • Oracle Cloud services contract 	Contractual terms governing the outsourcing relationship and obligations between the parties are documented in the written Oracle Cloud services contract.
16.	Article 18(a)	Scope of the Contract;	<ul style="list-style-type: none"> • Ordering Document 	The services ordered are described in the Ordering Document.
17.	Article 18(b)	Regulatory status (legal entity & registered) of the third party service provider	<ul style="list-style-type: none"> • Oracle Cloud services contract 	The Oracle contracting entity is identified in the Oracle Cloud services contract. Information about Oracle's business operations and organization structure is available on Oracle's website oracle.com/corporate and in its annual reports investor.oracle.com/sec-filings/default.aspx .
18.	Article 18(c)	Service levels and performance requirements;	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies Section 3.2 • Oracle PaaS and IaaS Public Cloud Services 	Sections 3.2 of the Oracle Cloud Hosting and Delivery Policies describes the target availability levels for cloud service as specified in Section 3.6 of the Oracle PaaS and IaaS Public Cloud Services Pillar Document and Section 3.2 of the Oracle SaaS Public Cloud Services Pillar Document .

			<p>Pillar Document Section 3.6</p> <ul style="list-style-type: none"> Oracle SaaS Public Cloud Services Pillar Document Section 3.2 	
19.	Article 18(d)	Audit and monitoring procedures;	<ul style="list-style-type: none"> FSA Section 1 DPA Section 7 Cloud Hosting and Delivery Policies Section 3.2.2 CSA Section 11.1 OMA Schedule C Section 11.1 	<p>Section 1 of the FSA sets out customer’s audit and access rights and supplements the audit and inspection rights granted to customers under Section 7 of the DPA.</p> <p>Section 3.2.2 of the Cloud Hosting and Delivery Policies states that Oracle will provide customers with access to a customer notifications portal for monitoring the availability of services.</p> <p>Section 11.1 of the CSA or Section 11.1 of OMA Schedule C (as applicable) explains that Oracle also continuously monitors the Cloud services.</p>
20.	Article 18(e)	Business continuity plans;	<ul style="list-style-type: none"> FSA Section 5 Oracle Cloud Hosting and Delivery Policies Section 2 	<p>Section 5 of the FSA confirms that Oracle will maintain a business continuity program with the objective of maintaining Oracle’s internal operations used in the provision of cloud services and will monitor, test and review the implementation and adequacy of the program annually.</p> <p>Section 2 of the Oracle Cloud Hosting and Delivery Policies describes Oracle’s service continuity strategy and data back-up strategy.</p>
21.	Article 18(f)	Default arrangements, termination clause and minimum periods to execute a termination provisions. The clause should take into account insolvency or any material changes.	<ul style="list-style-type: none"> CSA Section 9 OMA Schedule C Section 9 FSA Section 3 CSA Section 9.4 	<p>The parties’ termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable).</p> <p>Section 3 of the FSA provides additional termination rights, including the right to terminate the affected cloud services if:</p> <ul style="list-style-type: none"> there are material changes affecting the cloud services or Oracle which result in an adverse impact on the provision of the cloud services

			<ul style="list-style-type: none"> • OMA Schedule C Section 9.3 • FSA Section 4.2 • FSA Section 4.3 • Oracle Cloud Hosting and Delivery Policies Section 6.1 	<ul style="list-style-type: none"> • there are weaknesses regarding the management and security of customer's content or confidential information • Oracle has become insolvent or resolved to go into liquidation. <p>The notice periods applicable to termination of the services are set out in Section 9.4 of the CSA or Section 9.3 of the OMA Schedule C (as applicable) and in Section 3 of the FSA.</p> <p>Provisions relating to data retrieval, transition period and transition assistance are set out Section 4 of the FSA.</p>
22.	Article 18(g)	Pricing and fee structure;	<ul style="list-style-type: none"> • Ordering Document 	<p>The Ordering Document sets out the pricing and fees applicable to the purchased cloud service.</p>
23.	Article 18(h)	Dispute resolution mechanisms;	<ul style="list-style-type: none"> • FSA Section 10 	<p>Section 10 of the FSA addresses dispute resolution and the parties' respective obligations relating to services agreement.</p>
24.	Article 18(i)	Liability and indemnity;	<ul style="list-style-type: none"> • CSA Section 6 • OMA Schedule C Section 6 • CSA Section 7 • OMA Schedule C Section 7 • CSA Section 8 • OMA Schedule C Section 8 • FSA Section 3 	<p>Section 6 of the CSA or Section 6 of OMA Schedule C (as applicable) describes the warranties and exclusive remedies available under the Oracle Cloud services agreement.</p> <p>Section 7 of the CSA or Section 7 of OMA Schedule C (as applicable) describes the limitation of liability applicable to the services agreement.</p> <p>Section 8 of the CSA or Section 8 of OMA Schedule C (as applicable) describes the terms of indemnification applicable to services agreement.</p> <p>See also Section 3 of the FSA, which sets out the exclusive remedies for termination made pursuant to Section 3 of the FSA.</p>
25.	Article 18(j)	Confidentiality, privacy and security of information;	<ul style="list-style-type: none"> • CSA Sections 4 and 5 	<p>Sections 4 and 5 of the CSA or Sections 4 and 5 OMA Schedule C (as applicable) sets out Oracle's obligation to keep confidential and protect customer content.</p>

			<ul style="list-style-type: none"> • OMA Schedule C Sections 4 and 5 • Oracle Cloud Hosting and Delivery Policies Section 1 • DPA Section 6 	<p>Section 1 of the Oracle Cloud Hosting and Delivery Policies describes Oracle's information security practices including physical security safeguards, system and data access controls, encryption and training.</p> <p>Section 6 of the DPA sets out Oracle's obligation to implement and maintain appropriate technical and organisational security measures for the processing of personal information designed to prevent accidental or unlawful destruction, loss, alteration and unauthorised access or disclosure.</p> <p>See also Oracle Privacy Policies describing how Personal Information may be collected, used, shared and processed by different Oracle lines of business.</p>
26.	Article 18(k)	Ensuring access to SAMA and the Bank's internal and external auditors;	<ul style="list-style-type: none"> • FSA Section 1 • FSA Section 2 	<p>Section 1 of the FSA grants customers and their auditors full access to all relevant business premises and data used for providing the cloud services, as well as unrestricted rights of inspection and auditing related to the cloud services, in each case as specified in the FSA.</p> <p>Section 2 of the FSA grants customers' financial services regulators the same rights of access and auditing to the extent required by applicable law or regulation, and as specified in the FSA.</p>
27.	Article 18(l)	Compliance with all applicable regulatory and legal requirements;	<ul style="list-style-type: none"> • FSA Section 8 	<p>Section 8 of the FSA states that Oracle will comply with all applicable laws to the extent they are expressly applicable to Oracle's provision of the cloud services under the services contract and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the cloud services.</p>
28.	Article 18(m)	Contractual obligations of the third-party service provider in case of subcontracting all or part of the outsourcing;	<ul style="list-style-type: none"> • FSA Section 6.1 • DPA, Exhibit 1 Section 4 • DPA Section 4.1 • DPA Section 6.2 	<p>Section 6.1 of the FSA contains a general written authorization for Oracle to engage subcontractors that may assist in the performance of the services. If Oracle subcontracts any of its obligations under the services contract:</p> <ul style="list-style-type: none"> • it will enter into a written agreement with the subcontractor reflecting, to the extent required based on the specific role of the subcontractor, obligations that are consistent with Oracle's obligations under the relevant terms of the services agreement

- FSA Section 6.2

- any such subcontracting will not diminish Oracle’s responsibility towards the customer under the Services Agreement, and
- Oracle will provide appropriate governance and oversight of the subcontractor’s performance.

Section 4 of Exhibit 1 to the DPA contains a general written authorization for Oracle to engage Oracle affiliates and third party subprocessors to assist in the performance of the services. This section also sets out a customer’s right to object to the intended involvement of a new Oracle affiliate or third party subprocessor.

Section 4.1 of the DPA confirms that those entities will be subject to the same level of data protection and security as Oracle under the terms of the services agreement and Oracle remains responsible for the performance of their obligations in compliance with the DPA and applicable data protection law.

Section 6.2 of the DPA confirms that third party subprocessors 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.

Section 6.2 of the FSA include terms applicable to Oracle’s use of strategic subcontractors, and similar to the DPA, includes a right for a customer to object to the intended involvement of a new strategic subcontractor.

Oracle publishes a list of its strategic subcontractors and third party subprocessors to customers at:

- Strategic Subcontractors (Doc ID 2667492.2): support.oracle.com/portal/
- Third Party Subprocessors (Doc ID 2121811.1): support.oracle.com/portal/

In addition, a list of Oracle affiliates is available at oracle.com/corporate/oracle-affiliates.html.

29.	Article 18(n)	Mechanisms for reporting and escalation;	<ul style="list-style-type: none"> Oracle Cloud Hosting and Delivery Policies Section 5 	Section 5 of the Oracle Cloud Hosting and Delivery Policies describes the process for engaging Oracle Cloud support, which among other things provides assistance with technical service requests. Section 5.5 in particular describes the process for escalating service requests.
30.	Article 18(o)	Commitment of the third-party service provider to report to the bank any control weaknesses or adverse developments in its financial performance;	N/A	Oracle's common shares are traded on the NYSE Stock Market and Oracle is thus subject to standard information obligations on all matters relevant to the public market. As a publicly traded company, Oracle is not permitted to report material non-public information with a single customer. However, as required by applicable law, such information is reported by Oracle as part of our public company filings with the U.S. Securities and Exchange Commission (SEC). For more information about Oracle's SEC filings, visit: investor.oracle.com/sec-filings/default.aspx .
31.	Article 18(p)	Commitment of foreign third-party service provider that there are no regulatory impediments to the data and record access as per Article 33 and 34 of these rules.	<ul style="list-style-type: none"> FSA Section 8 See Articles 33 and 34 below 	Section 2.7 of the FSA expressly states Oracle will provide customer's financial services regulator with necessary information (including summaries of reports and documents) regarding the activities outsourced to Oracle where required, and as permitted by applicable law or regulation and as specified in the FSA. See also, Articles 33 and 34 below.
32.	Article 19	The contract should allow for renewal, renegotiation, default termination and early exit, to enable the bank to retain control over the outsourced function or activity and should include provisions that prohibit sub-contracting of the Material outsourcing under the contract without the prior approval of the Bank and no objection from SAMA.	<ul style="list-style-type: none"> CSA Ordering Document CSA Section 9 OMA Schedule C Section 9 FSA Section 3 FSA Section 6.1 FSA Section 6.2 	The standard term of the CSA is 5 years, which allows customers to negotiate once and order services many times against those same terms. Additionally, the CSA allows for the renewal of ordered services to continue under the original terms and conditions of the CSA. Renewal of ordered services is covered in the Ordering Document. Customers' termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable) and in Section 3 of the FSA . In addition, a customer may cease using the services at any time.

			<ul style="list-style-type: none"> DPA, Exhibit 1 Section 4 	<p>Section 6.1 of the FSA contains a general written authorisation for Oracle to engage subcontractors, including strategic subcontractors to assist in the performance of the services.</p> <p>Per Section 6.2 of the FSA a customer may object to the intended involvement of a strategic subcontractor in the provision of the cloud services and, if the matter cannot be resolved, the customer may terminate the relevant services.</p> <p>Section 4 of Exhibit 1 to the DPA contains a general written authorisation for Oracle to engage Oracle affiliates and third party subprocessors to assist in the performance of the services. This section also sets out a customer’s right to object to the intended involvement of a new Oracle affiliate or third party subprocessor, and to terminate the affected services if the matter cannot be resolved.</p>
33.	Article 20	The contract should also incorporate a clause for providing SAMA access to documentation and accounting records in relation to the outsourcing arrangements. The contract should require the third-party service provider to cooperate with SAMA.	<ul style="list-style-type: none"> FSA Section 2.5 	<p>Section 2.5 of the FSA expressly states that in relation to audit request by customer’s financial services regulator, Oracle will cooperate with the regulator and provide reasonable assistance in accordance with applicable law and as specified in the FSA, including:</p> <ul style="list-style-type: none"> full access to all relevant business premises (e.g., head offices and operation centers), including the full range of relevant devices, systems, networks, information and data used for providing the cloud services, including related financial information, personnel and Oracle’s external auditors
34.	Article 21	The contract should preferably include Saudi Arabia as the legal jurisdiction of the contract.	<ul style="list-style-type: none"> CSA Section 14 OMA General Terms Section 13 	The governing law and jurisdiction of the agreement is set out in Section 14 of the CSA or Section 13 of the OMA General Terms (as applicable).
35.	Article 22	Banks should institute a defined internal mechanism for receipt and resolution of any customer complaints regarding their outsourced services and the outsourcing contract should	<ul style="list-style-type: none"> Oracle Cloud Hosting and Delivery Policies Section 5 	Section 5 of the Oracle Cloud Hosting and Delivery Policies describes the Oracle Cloud Support Policy, which applies only for Oracle Cloud Services, and is provided by Oracle as part of such Oracle Cloud Services under Your Order,

		include appropriate clauses to ensure that the third party service provider will facilitate the resolution mechanism.	<ul style="list-style-type: none"> • DPA Section 3.2 	<p>which can be utilized by customers to raise issues relating to their cloud services. Oracle support for Oracle Cloud Services consists of:</p> <ul style="list-style-type: none"> • Diagnoses of problems or issues with the Oracle Cloud Services • Reasonable commercial efforts to resolve reported and verifiable errors in the Oracle Cloud Services so that those Oracle Cloud Services perform in all material respects as described in the associated Program Documentation • Support during Change Management activities described in the Oracle Cloud Change Management Policy • Assistance with technical service requests 24 hours per day, 7 days a week • 24 x 7 access to a Cloud Customer Support Portal designated by Oracle (e.g., My Oracle Support) and Live Telephone Support to log service requests • Access to community forums • Non-technical Customer service assistance during normal Oracle business hours (8:00 to 17:00) local time <p>Section 3.2 of the DPA sets out Oracle’s obligations with respect to requests or inquiries from individuals that have identified customer as the data controller.</p>
Material Outsourcing				
36.	Article 23	Proposals for all Material outsourcing should be submitted in writing for SAMA no objection, at least 15 business days for domestic banks and 30 days for foreign, of the proposed commencement of the outsourcing arrangement.	N/A	<p>Customers are responsible for notifying SAMA in a timely manner where they choose to use outsourcing services that are considered material.</p> <p>Oracle provides various materials through My Oracle Support and the Oracle Cloud Console that may assist customers in their dialogue with regulators. In addition, as required by applicable law or regulation, Oracle will provide customers and their regulators with necessary information (including summaries of reports and documents) regarding the activities outsourced to Oracle.</p>
Data Confidentiality and Security				

37.	Article 24	Banks should ensure that, prior to providing customer and financial data to a third-party service provider, the proposed outsourcing arrangement complies with the relevant statutory requirements related to confidentiality of its customers. In particular, with the provision of Article #19 of the Banking Control Law dated 22/2/1386 H, regulations and instructions issued by SAMA and other relevant local laws.	<ul style="list-style-type: none"> • CSA Sections 4 and 5 • OMA Schedule C Sections 4 and 5 	<p>Sections 4 and 5 of the CSA or Sections 4 and 5 OMA Schedule C (as applicable) sets out Oracle’s obligation to keep confidential and protect customer content.</p>
38.	Article 25	Banks should establish appropriate safeguards to protect the integrity and confidentiality of customer and financial data.	<ul style="list-style-type: none"> • DPA Section 6 • Oracle Cloud Hosting and Delivery Policies Section 1 • Oracle PaaS and IaaS Public Cloud Services Pillar Document Section 1 • Oracle SaaS Public Cloud Services Pillar Document Section 1 • CSA Section 4 • OMA Schedule C Section 4 • CSA Section 5 • OMA Schedule C Section 5 • DPA Section 8 	<p>The Oracle Cloud services contract addresses the integrity, privacy and safety of customer content as follows:</p> <ul style="list-style-type: none"> • Technical and organizational security measures: <ul style="list-style-type: none"> - Section 6 of the DPA (Security and Confidentiality) - Section 1 of the Oracle Cloud Hosting and Delivery Policies (Oracle Cloud Security Policy) - Section 1 of the Oracle PaaS and IaaS Public Cloud Services Pillar Document and Section 1 of the Oracle SaaS Public Cloud Services Pillar Document - Oracle’s Corporate Security Practices: oracle.com/corporate/security-practices/ • Confidentiality and protection of customer content: <ul style="list-style-type: none"> - Section 4 of the CSA or Section 4 of the OMA Schedule C (as applicable) – specifically, Oracle’s obligation to protect the confidentiality of “Your Content” for as long as it resides in the Services) - Section 5 of the CSA or Section 5 of the OMA Schedule C (as applicable) - Section 8 of the DPA (Incident Management and Breach Notification)

39.	Article 26	Upon termination of the outsourcing arrangement and contract, banks should ensure that any sensitive/confidential data is either retrieved from the third-party service provider or destroyed in a controlled manner, with any exceptions to be reported immediately to SAMA.	<ul style="list-style-type: none"> • CSA Section 9.5 • OMA Schedule C Section 9.4 • Oracle Cloud Hosting and Delivery Policies Section 6.1 • DPA Section 9.1 	<p>Section 9.5 of the CSA or Section 9.4 of OMA Schedule C (as applicable) states Oracle will make personal information and content available for retrieval by the customer at the end of the services period. This section also states Oracle will, except as may be required by law, delete, or otherwise render unrecoverable any of customer content that remains in the services at the end of such retrieval period.</p> <p>Section 6.1 of the Oracle Cloud Hosting and Delivery Policies states Oracle will make content available in a structured, machine-readable format for retrieval by the customer for a specified period post-termination (retrieval period). Upon expiry of the retrieval period, Oracle will delete the content from the services unless otherwise required by applicable law.</p> <p>Section 9.1 of the DPA confirms that, on termination of an arrangement, Oracle will promptly return or delete any remaining copies of personal information, except as otherwise stated in the Oracle Cloud services contract.</p>
Control and Monitoring of Outsourcing				
40.	Article 27	Banks should setup an internal structure to effectively control, monitor and manage all of their outsourcing activities, and to provide timely reports to senior management, depending on the level and complexity of the outsourcing activities.	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies Sections 1.12, 3.2.2, 4.1, 4.3 and 5.2.1 • FSA Section 6.2.2 • DPA Section 8.2 • DPA Exhibit 1 Section 4.2 • FSA Section 7 • FSA Section 1 	<p>The Oracle Cloud services contract sets out the various notifications that customers are entitled to receive, which will help enable them to monitor the outsourced services. These include the reporting and notification obligations, which are set out in the Oracle Cloud Hosting and Delivery Policies (see Sections 1.12, 3.2.2, 4.1, 4.3 and 5.2.1), the FSA (see Section 6.2.2) and the DPA (see Section 8.2 and Section 4.2 of Exhibit 1).</p> <p>Additionally, Section 7 of the FSA states that Oracle provides support for cloud services through a cloud customer support portal. Service notifications and alerts relevant to cloud services are posted on this portal and include notification of circumstances that can reasonably be expected to have a material impact on the provision of the services.</p>

				Customers can also monitor the services by exercising their audit and access rights set out in Section 1 of the FSA .
41.	Article 28	In case of poor performance by a third-party service provider, banks must account for potential additional costs, which may accrue if the bank decides to change the third party service provider, moving the activity in-house or even exiting the business. Banks should negotiate those probabilities and specify it in the contract.	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies Section 3.2.3 • CSA Section 9.4 • OMA Schedule C Section 9.3 • FSA Section 3.1 • FSA Section 4.2 • FSA Section 4.3 	<p>Section 3.2.3 of the Oracle Cloud Hosting and Delivery Policies states that customers may receive service credits if Oracle does not meet the relevant service levels in providing the services.</p> <p>Section 9.4 of the CSA or Section 9.3 of the OMA Schedule C (as applicable) states that if Oracle breaches a material term of the agreement (including the service warranty) or any order and fails to correct it within 30 days, the customer may terminate the agreement or relevant order.</p> <p>Section 3.1 of the FSA allows customers to terminate affected cloud services if:</p> <ul style="list-style-type: none"> • impediments affecting Oracle’s ability to perform the cloud services are identified; • there are material changes affecting the cloud services or Oracle which result in an adverse impact on the provision of the cloud services; or • there are weaknesses regarding the management and security of customer’s content or confidential information <p>Section 4.2 of the FSA states that Oracle will, upon written request, continue to make services under the contract available for up to an additional 12 months from termination subject to certain conditions.</p> <p>Section 4.3 of the FSA explains that if a customer requires assistance with a transition, Oracle will enter into good faith negotiations regarding the provision of transition assistance services.</p>
Risk Assessment				
42.	Article 30	In analyzing the business case, and the suitability of the third-party service provider, the level and extent of due diligence should depend on the nature of outsourcing	<ul style="list-style-type: none"> • CSA Section 6.1 • OMA Schedule C Section 6.1 	Per Section 6.1 of the CSA or Section 6.1 of OMA Schedule C , Oracle represents that it has validly entered into the agreement and has the power and authority to do so.

		<p>arrangement i.e. Material outsourcing will entail a more comprehensive exercise. At a minimum:</p> <ol style="list-style-type: none"> Banks should ensure that the third-party service provider has the ability, capacity and authorization to perform the outsourced function reliably and professionally. Banks must establish a method for periodically assessing the third-party service provider. The Bank must retain the necessary expertise to supervise the outsourced functions effectively. 	<ul style="list-style-type: none"> See Articles 16, 16(d) and 27 above. 	<p>See also, Articles 16, 16(d) and 27 above.</p>
Business Continuity Management				
43.	Article 31	<p>Banks should ensure that their business continuity is not compromised by any outsourcing arrangements. For all Material outsourcing, banks should have a separate contingency plan for each outsourcing arrangement, which outlines the procedures to be followed in the event that the arrangement is suddenly terminated or the third-party service provider is unable to fulfill its obligations under the outsourcing agreement for any reason.</p>	<ul style="list-style-type: none"> FSA Section 5 Oracle Cloud Hosting and Delivery Policies Section 2 Oracle PaaS and IaaS Public Cloud Services Pillar Document Section 2 Section 2 Oracle SaaS Public Cloud Services Pillar Document Section 2 	<p>Section 5 of the FSA indicates that Oracle maintains business continuity plans and testing pertaining to Oracle’s internal operations as utilized in the provision of Oracle Cloud services.</p> <p>Section 2 of the Oracle Cloud Hosting and Delivery Policies addresses Oracle Cloud Service Continuity Policy.</p> <p>See also, Section 2 of the Oracle PaaS and IaaS Public Cloud Services Pillar Document and Section 2 of the Oracle SaaS Public Cloud Services Pillar Document.</p> <p>Customers’ termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable) and in Section 3 of the FSA.</p> <p>Per Section 6.1 of the Oracle Cloud Hosting and Delivery Policies, Oracle will make content available in a structured, machine-readable format for retrieval by the customer for a specified period post-termination (retrieval period).</p>

			<ul style="list-style-type: none"> • CSA Section 9 • OMA Schedule C Section 9 • FSA Section 3 • Oracle Cloud Hosting and Delivery Policies Section 6.1 • CSA Section 9.5 • OMA Schedule C Section 9.4 • DPA Section 9.1 	<p>Unless otherwise required by applicable law, Oracle will delete the content upon expiry of the retrieval period.</p> <p>See also, Section 9.5 of the CSA or Section 9.4 of OMA Schedule C (as applicable) and Section 9.1 of the DPA.</p>
44.	Article 32	Banks should document within their business continuity plans, the availability of alternate third-party service providers, or the procedures and time for selecting an alternative third-party service providers. In addition, banks must set a procedure if they choose to bring the outsourced function in-house for each of their Material outsourcing contracts.	<ul style="list-style-type: none"> • FSA Section 4.2 • FSA Section 4.3 	<p>The FSA facilitates the transfer or the re-incorporation of the outsourced activity back to the customer or to a third-party provider by providing the following:</p> <ul style="list-style-type: none"> • <u>Extended services</u>: Section 4.2 of the FSA states that Oracle will, upon written request, continue to make services under the contract available for up to an additional 12 months from termination subject to certain conditions. • <u>Transition assistance services</u>: Section 4.3 of the FSA explains that if a customer requires assistance with a transition, Oracle will enter into good faith negotiations regarding the provision of transition assistance services.
Access to Outsourced Data				
45.	Article 33	Banks are required to ensure that for all outsourcing arrangements, SAMA has unrestricted and timely access to current and accurate records pertaining to the outsourcing	<ul style="list-style-type: none"> • FSA Section 2.1 • FSA Section 2.4 • FSA Section 2.5 	<p>Oracle enables its customers' financial services regulators, including SAMA, to carry out its supervisory functions. This is addressed in the Oracle FSA, as follows:</p>

		as per Article # 17 and 18 of the Banking Control Law dated 22/2/1386 H (11/6/1966).		<ul style="list-style-type: none"> • Section 2.1 further provides that a customer’s regulator may audit Oracle as required by applicable law and as specified in the FSA. • Section 2.4 explicitly acknowledges the information-gathering and investigatory powers of resolution authorities. <p>Also refer to Section 2.5 of the FSA, which expressly states that Oracle will cooperate with a customer’s regulator and provide reasonable assistance in accordance with applicable law and as specified in the FSA.</p>
46.	Article 34	Banks are also required to ensure that for all outsourcing arrangements, SAMA has unrestricted access to data pertaining to the outsourcing, if located at the premises of the third-party service provider; and SAMA and the Banks' auditors must be able to exercise those rights of access.	<ul style="list-style-type: none"> • FSA Section 1 • FSA Section 2 	Customers, their auditors and their financial services regulators have the right to audit Oracle’s compliance with its obligations under their cloud services agreement, in accordance with applicable law and as specified in the FSA. Such audit rights and related terms are covered in Sections 1 and 2 of the FSA .
Monitoring the Relationship				
47.	Article 35	<p>Banks must ensure they have sufficient and appropriate resources to manage and monitor the outsourcing relationship. The type and extent of resources required will depend on the materiality of the outsourced business function or activity. At a minimum, monitoring must include:</p> <p>a) Maintaining appropriate levels of regular contact with the third-party service provider. This will range from daily operational contact to senior management involvement; and</p>	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies Section 3.2.2 • CSA Section 11.1 • OMA Schedule C Section 11.1 • FSA Section 7 • Oracle Cloud Hosting and Delivery Policies Section 5 	<p>Section 3.2.2 of the Oracle Cloud Hosting and Delivery Policies states that Oracle will provide customers with access to a customer notifications portal for monitoring the availability of services.</p> <p>Section 11.1 of the CSA or Section 11.1 of the OMA Schedule C (as applicable) confirms that Oracle continuously monitors the services.</p> <p>Section 7 of the FSA states that Oracle provides support for cloud services through a cloud customer support portal. Service notifications and alerts relevant to cloud services are posted on this portal and include notification of circumstances that can reasonably be expected to have a material impact on the provision of the services.</p>

		b) A process for regular monitoring of performance under the agreement, including meeting criteria concerning service levels.		Section 5 of the Oracle Cloud Hosting and Delivery Policies describes the process for engaging Oracle Cloud support, which among other things provides assistance with technical service requests.
48.	Article 36	Banks should immediately report any breaches of legal and or regulatory requirements or any adverse developments and problems affecting the outsourcing arrangement to SAMA. The report should also include measures proposed and taken for continuity of the service.	<ul style="list-style-type: none"> • FSA Section 8 	Section 8 of the FSA states that Oracle will comply with all applicable laws to the extent they are expressly applicable to Oracle’s provision of the cloud services under the services contract and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the cloud services.
49.	Article 37	Where a Material outsourcing agreement is terminated, banks must notify SAMA immediately and provide a statement about the transition arrangements and future strategies for carrying out the outsourced material business function or activity.	<ul style="list-style-type: none"> • CSA Section 9 • OMA Schedule C Section 9 • FSA Section 3 • FSA Section 4 	<p>Oracle provides various materials through My Oracle Support and the Oracle Cloud Console that may assist customers in their dialogue with regulators. In addition, as required by applicable law or regulation, Oracle will provide customers and their regulators with necessary information (including summaries of reports and documents) regarding the activities outsourced to Oracle.</p> <p>The parties’ termination rights are set out in Section 9 of the CSA or Section 9 of the OMA Schedule C (as applicable) and Section 3 of the FSA.</p> <p>Provisions relating to data retrieval, transition period and transition assistance are set out Section 4 of the FSA.</p>
Audit Arrangements				
50.	Article 38	Banks’ internal audit function must audit Material outsourced activities on a regular basis and report to the Board or Board Audit Committee on compliance with the outsourcing policy.	<ul style="list-style-type: none"> • FSA Section 1 	Section 1 of the FSA sets out customer’s audit rights.

51.	Article 39	SAMA may request an appropriate external expert to provide an assessment of the risk management processes in place in regards to the outsourcing of a Material business function or activity. This could cover areas such as information technology systems, data security, internal control frameworks and business continuity plans.	<ul style="list-style-type: none"> • FSA Section 2 	Please refer to Section 2 of the FSA , which grants customer’s financial services regulator audit rights as required by applicable law and as specified in the FSA.
Documentation Requirements				
52.	Article 40	<p>Banks are required to keep a register of all their outsourcing arrangements. The documentation for each outsourcing arrangement should include at least the following information:</p> <p>With regard to the outsourcing arrangement</p> <ol style="list-style-type: none"> A reference number for each outsourcing arrangement; A brief description of the function that is outsourced; Whether it is considered Material or not, the reasons why it is considered as such and the date of the last respective assessment; and Whether or not personal and confidential data is processed, transferred or held by the third party service provider. <p>With regard to the third party service provider</p> <ol style="list-style-type: none"> Their name and registered address; and 	<ul style="list-style-type: none"> • Oracle Cloud services contract 	<p>The Oracle contracting entity is identified in the Oracle Cloud services contract.</p> <p>Oracle provides various materials through My Oracle Support and the Oracle Cloud Console that may assist customers in their dialogue with regulators. In addition, as required by applicable law or regulation, Oracle will provide customers and their regulators with necessary information (including summaries of reports and documents) regarding the activities outsourced to Oracle.</p> <p>Information about Oracle's business operations and organization structure is available on Oracle’s website oracle.com/corporate and in its annual reports investor.oracle.com/sec-filings/default.aspx.</p>

		<p>b) Location of third party service provider.</p> <p>In addition, the outsourcing register should include at least the following information with regard to the outsourcing of Material functions:</p> <p>a) The date of the last risk assessment and a brief summary of the main results;</p> <p>b) The individual or decision-making body or committee in the bank that approved the outsourcing arrangement;</p> <p>c) The commencement date and, as applicable, the expiry date and/or notice periods; and</p> <p>d) The date of the last and next scheduled audit, where applicable.</p>		
Outsourcing to Third-Party Service Providers Located Overseas				
53.	Article 41	<p>The outsourcing of activities by banks to third-party service providers located overseas exposes them to a number of additional risks including the foreign country's economic, political, regulatory, legal and infrastructure conditions. Furthermore, an outsourcing activity involving transmission to and retention of customer and financial data by a third-party service provider located overseas raises a number of risks. This includes potential breach of customer confidentiality (as stated in Article 19 of the Banking Control Law), and access to customer data by foreign regulatory and or judicial</p>	<ul style="list-style-type: none"> • See Articles 18(j), 24 and 25 above • DPA Exhibit 1 Section 1 • FSA Section 2.5 • FSA Section 2.7 	<p>See Articles 18(j), 24 and 25 above describing Oracle's obligation to keep customer content confidential and the measures Oracle takes to protect customer content.</p> <p>Section 1 of Exhibit 1 to the DPA sets out Oracle Processor Code for the cross-border transfers of data subject to applicable European data protection law. At customers' request, and to the extent required under applicable law, Oracle may contractually agree to apply the terms of Oracle Processor Code to non-European data transfers.</p> <p>Section 2.5 of the FSA expressly states that Oracle will cooperate with a customer's financial services regulator and provide reasonable assistance and information in accordance with applicable law and as specified in the FSA.</p>

		authorities, right of access by SAMA to the third-party service providers' overseas operations and any restrictions and or delays on timely provision of data to SAMA as required under Article 17 and 18 of the Banking Control Law.		See also Section 2.7 of the FSA , which states Oracle will provide customer's financial services regulator with necessary information (including summaries of reports and documents) regarding the activities outsourced to Oracle where required, and as permitted by applicable law or regulation and as specified in the FSA.
54.	Article 42	For any proposed outsourcing arrangements to a third-party service provider located overseas, banks are required to seek a written SAMA no objection and provide the following information to SAMA with their request:	N/A	Oracle provides various materials through My Oracle Support and the Oracle Cloud Console that may assist customers in their dialogue with regulators. In addition, as required by applicable law or regulation, Oracle will provide customers and their regulators with necessary information (including summaries of reports and documents) regarding the activities outsourced to Oracle.
55.	Article 42(a)	Details of the function to be outsourced;	<ul style="list-style-type: none"> Ordering Document 	The services ordered are described in the Ordering Document.
56.	Article 42(b)	Categorization of the function (Material and non-Material outsourcing);	See Articles 16, 16(a) and 16(b) above	See Articles 16, 16(a) and 16(b) above.
57.	Article 42(c)	Rationale for outsourcing (including why it cannot be done within KSA);	<ul style="list-style-type: none"> Ordering Document 	<p>Oracle has been present in Saudi Arabia for nearly three decades and is committed to driving digital transformation across the country's public and private sectors. In line with this commitment, Oracle established a Riyadh-based innovation hub, dedicated to driving implementation of the latest digital technologies within Saudi Arabia: oracle.com/middleeast/corporate/pressrelease/oracle-riyadh-innovation-hub-2019-04-29.html.</p> <p>In addition, Oracle operates within various regions across the globe, including in Jeddah, Saudi Arabia. Each region is composed of one or more physically isolated and fault-tolerant data centers (also named availability domains). Customers may choose Jeddah as their data center region during their initial Oracle account setup, either in the Ordering Document (SaaS) or during account setup (OCI). For more information, visit:</p>

				<ul style="list-style-type: none"> • Oracle Cloud Regions: oracle.com/cloud/architecture-and-regions • Oracle Cloud Region in Jeddah: oracle.com/middleeast/news/announcement/oracle-second-generation-cloud-region-2020-07-20/ • OCI Regions and Availability Domains: docs.oracle.com/iaas/Content/General/Concepts/regions.htm <p>Customers may wish to consider that Oracle Cloud services offerings, which include Oracle SaaS and Oracle OCI offerings, provide a comprehensive and integrated stack of applications and infrastructure services delivered via cloud-based deployment models. Oracle Cloud Services integrate the software, hardware and services on a customer's behalf in a cloud-based IT environment that Oracle deploys, upgrades, supports and manages for the customer. For more information, see Oracle Annual Report (10K) dated June 21, 2021 at: investor.oracle.com/sec-filings/default.aspx.</p>
58.	Article 42(d)	Details on the third-party service provider located overseas;	N/A	<p>Customers can visit the following sites to learn more about Oracle:</p> <ul style="list-style-type: none"> • Oracle corporate: oracle.com/corporate/ • Oracle Corporate Facts: oracle.com/corporate/corporate-facts.html • Oracle Investor Relations: investor.oracle.com
59.	Article 42(e)	Details on the nature and disposal of the data to be transferred (if applicable);	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies Section 6.1 • CSA Section 9.5 • OMA Schedule C Section 9.4 • DPA Section 9.1 	<p>Section 6.1 of the Oracle Cloud Hosting and Delivery Policies states Oracle will make content available in a structured, machine-readable format for retrieval by the customer for a specified period post-termination (retrieval period). Unless otherwise required by applicable law, Oracle will delete the content upon expiry of the retrieval period.</p> <p>See also, Section 9.5 of the CSA or Section 9.4 of OMA Schedule C (as applicable) and Section 9.1 of the DPA.</p>

60.	Article 42(f)	Legal opinion confirming that the outsourcing arrangement is in compliance with Banking Control Law and other regulations; and	<ul style="list-style-type: none"> • FSA Section 8 • CSA Section 17.5 • OMA Schedule C Section 14.3 	<p>Section 8 of the FSA states that Oracle will comply with all applicable laws to the extent they are expressly applicable to Oracle’s provision of the cloud services under the services contract and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the cloud services.</p> <p>Section 17.5 of the CSA or Section 14.3 of OMA Schedule C, states that prior to signing an order for services, customer is solely responsible for determining whether the services meet its technical, business or regulatory requirements.</p>
61.	Article 42(g)	Confirmation in writing by the Bank supported by a legal opinion confirming SAMA’s right of access to the outsourcing activity at the third-party service provider.	<ul style="list-style-type: none"> • FSA Section 2 • FSA Section 2.5 	<p>Section 2 of the FSA provides audit rights for the customer’s regulators.</p> <p>Section 2.5 of the FSA expressly states that Oracle will cooperate with a customer’s financial services regulator and provide reasonable assistance and information in accordance with applicable law and as specified in the FSA.</p>