

Oracle NetSuite Contract Checklist for the EU Digital Operational Resilience Act (DORA)

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The information in this document is current as of March 2025.

Overview

Oracle NetSuite has developed this document to help financial services customers operating in the European Union (EU) meet their regulatory obligations under the Digital Operational Resilience Act¹ (DORA) relating to the use of Oracle NetSuite Cloud Services. We want to make it easier for you as a financial entity to identify the sections of the Oracle NetSuite Cloud Services contract that may help you address those requirements.

In this document, you will find a list of specific requirements under DORA, along with references to the relevant sections of the Oracle NetSuite Cloud services contract and a short explanation to help you conduct your review of the Oracle Cloud Services.

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

- **Oracle NetSuite Cloud Services agreement** – the Oracle Subscription Services Agreement (SSA)
- **FSA** – the Oracle NetSuite Financial Services Addendum to the SSA
- **Estimate/ Order Form** – Oracle NetSuite Cloud Services ordering document
- **Oracle NetSuite Written Materials** – Service-specific components, including the [Service Descriptions](#), [Oracle NetSuite Hosting and Support Delivery Policies](#), and [Exceptions to the Oracle NetSuite Hosting and Support Delivery Policies](#)
- [Oracle Data Processing Agreement \(DPA\)](#).

Regulatory Background

DORA forms part of the digital finance strategy adopted by the European Commission in 2020. It establishes a harmonised regulatory framework on digital operational resilience for financial entities operating in the EU. It aims to ensure that financial entities can withstand, respond to, and recover from information and communication technology (ICT)-related disruptions and threats, such as cyber threats. DORA applies to all authorised financial entities operating in the EU, subject to limited exceptions. It also creates an oversight framework for ICT third-party service providers to the financial sector that are deemed critical.

As a regulation, DORA is legally binding in all EU member states and its provisions apply from 17 January 2025. The requirements are set out in the regulation itself and in a series of 'level 2' instruments including regulatory technical standards (RTS) and implementation technical standards (ITS), which define the requirements more concretely. As at the date of this document, some of the RTSs have not yet been adopted by the European Commission. Oracle NetSuite is monitoring the status of those RTSs and will evaluate them once they have been adopted.

For information on other financial services regulations and guidelines, including the EBA Guidelines on outsourcing arrangements, please visit <https://www.oracle.com/corporate/cloud-compliance/>.

¹ Regulation of the European Parliament and of the Council of 14 December 2022 on digital operational resilience for the financial sector and amending Regulations (EC) No 1060/2009, (EU) No 648/2012, (EU) No 600/2014, (EU) No 909/2014 and (EU) 2016/1011.

DORA Article 30 – Key contractual provisions

NO.	REQUIREMENT REFERENCE	DESCRIPTION	REFERENCE TO ORACLE CLOUD SERVICES CONTRACT	ORACLE EXPLANATION
Form of contract				
1.	Article 30(1)	The rights and obligations of the financial entity and of the ICT third-party service provider shall be clearly allocated and set out in writing. The full contract shall include the service level agreements and be documented in one written document available to the parties on paper, or in a document with another downloadable, durable and accessible format.	Oracle NetSuite Cloud Services contract Hosting and Support Delivery Policies Section III Cloud Services Service Descriptions	The respective rights and obligations of the parties are set out in writing in the Oracle NetSuite Cloud Services contract. A customer's full services contract is available as a single electronic file upon request. Service level agreements are set out in the Hosting and Support Delivery Policies. Specifically, Section III of the Hosting and Support Delivery Policies, which form part of the services contract, references the service availability commitment for cloud services, with exceptions. Additional service level objectives, if applicable, are specified in the relevant Cloud Services Service Descriptions.
Services and service levels				
2.	Article 30(2)(a)	The contractual arrangements on the use of ICT services shall include a clear and complete description of all functions and ICT services to be provided by the ICT third-party service provider.	Ordering Document Cloud Services Service Descriptions	The contracted services are described in the Ordering Document and in the relevant Cloud Services Service Descriptions.
3.	Article 30(2)(e)	The contractual arrangements on the use of ICT services shall include service level descriptions, including updates and revisions thereof.	Hosting and Support Delivery Policies Sections II and III Cloud Services Service Descriptions	Service level agreements are set out in the Hosting and Support Delivery Policies. Specifically, Section III of the Hosting and Support Delivery Policies, which form part of the services contract, references the service availability commitments for cloud services, with exceptions. Additional service level objectives, if applicable, are specified in the relevant Cloud Services Service Descriptions. Section II of the Hosting and Support Delivery Policies sets out the terms applicable to the support services provisioned to the customer in accordance with the level of support services the customer has procured.
4.	Article 30(3)(a)	The contractual arrangements on the use of ICT services supporting critical or important functions shall include full service level descriptions, including updates and revisions thereof with precise quantitative and qualitative performance targets within the agreed service levels to allow an effective monitoring by the financial entity of ICT services and enable appropriate corrective actions to be taken,	Hosting and Support Delivery Policies Section III	Section III of the Hosting and Support Delivery Policies references the service availability level for cloud service. Customers can monitor the availability of Oracle NetSuite cloud services by visiting the following site: https://status.netsuite.com/ .

		without undue delay, when agreed service levels are not met.		
Monitoring and notification				
5.	Article 30(3)(b)	The contractual arrangements for the provision of critical or important functions shall include notice periods and reporting obligations of the ICT third-party service provider to the financial entity, including notification of any development that might have a material impact on the ICT third-party service provider's ability to effectively provide the ICT services supporting critical or important functions in line with agreed service levels.	FSA Section 7 Hosting and Support Delivery Policies DPA	<p>Section 7 of the FSA states that Oracle NetSuite 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> <p>Oracle NetSuite has other reporting and notification obligations, which are set out in the Hosting and Support Delivery Policies and the DPA.</p> <p>Additionally, as a listed company Oracle is subject to standard disclosure obligations on matters relevant to the public market.</p>
Termination				
6.	Article 28(7)	<p>Financial entities shall ensure that contractual arrangements on the use of ICT services may be terminated in any of the following circumstances:</p> <ul style="list-style-type: none"> significant breaches by the ICT third-party service provider of applicable laws, regulations or contractual terms; circumstances identified throughout the monitoring of ICT third-party risk that are deemed capable of altering the performance of the functions provided through the contractual arrangement, including material changes that affect the arrangement or the situation of the ICT third-party service provider; ICT third-party service provider's evidenced weaknesses pertaining to the overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and confidentiality of data, whether personal or otherwise sensitive data, or non-personal data; where the competent authority can no longer effectively supervise the financial 	SSA Section 7.3 FSA Section 3.1	<p>Section 7.3 of SSA gives a customer the right to terminate if Oracle NetSuite breaches a material term of the service contract and fails to correct the breach within 30 days.</p> <p>Section 3.1 of the FSA gives a customer the right to terminate cloud services on 30 days' written notice if:</p> <ul style="list-style-type: none"> there are weaknesses regarding the management and security of the customer's content or confidential information, such termination is based on express instructions from the customer's financial services regulator, Oracle NetSuite is in breach of applicable law or regulation in providing the relevant cloud services, impediments affecting Oracle NetSuite's ability to perform the cloud services are identified, or there are material changes affecting the cloud services or Oracle NetSuite which result in an adverse impact of the provision of the cloud services.

		entity as a result of the conditions of, or circumstances related to, the respective contractual arrangement.		
7.	Article 30(2)(h)	The contractual arrangements on the use of ICT services shall include termination rights and related minimum notice periods for the termination of the contractual arrangements, in accordance with the expectations of competent authorities and resolution authorities.	SSA Section 7.3 FSA Section 3	The notice periods applicable to termination of the services are set out in Section 7.3 of the SSA and in Section 3 of the FSA.
8.	Article 30(3)(f)	The contractual arrangements for the provision of critical or important functions shall include exit strategies, in particular the establishment of a mandatory adequate transition period: <ul style="list-style-type: none"> during which the ICT third-party service provider will continue providing the respective functions or ICT services with a view to reducing the risk of disruption at the financial entity or to ensure its effective resolution and restructuring; allowing the financial entity to migrate to another ICT third-party service provider or change to in-house solutions consistent with the complexity of the service provided. 	FSA Sections 4.2 and 4.3	Section 4.2 of the FSA states that Oracle NetSuite 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. Section 4.3 of the FSA explains that if a customer requires assistance with a transition, Oracle NetSuite will enter into good faith negotiations regarding the provision of transition assistance services.

Subcontracting				
9.	Article 30(2)(a)	The contractual arrangements on the use of ICT services shall indicate whether subcontracting of an ICT service supporting a critical or important function, or material parts thereof, is permitted and, if so, the conditions applying to such subcontracting.	FSA Section 6.1 DPA Sections 5 and 7.2 SSA Section 14.2.3	<p>Section 6.1 of the FSA contains a general written authorisation for Oracle NetSuite to engage subcontractors that may assist in the performance of the services. If Oracle NetSuite 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. ○ 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. <p>Section 5 of the DPA contains a general written authorisation for Oracle to engage Oracle affiliates and third party subprocessors as necessary to assist in the performance of the services. That same section also 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 7.2 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.</p> <p>Also refer to Section 14.2.3 of the SSA.</p>
Audit, access and information				
10.	Article 30(3)(e)	<p>The contractual arrangements for the provision of critical or important functions shall include the right to monitor on an ongoing basis the ICT third-party service provider's performance, which entails the following:</p> <ul style="list-style-type: none"> • unrestricted rights of access, inspection and audit by the financial entity, or an appointed third-party, and by the competent authority, and the right to take copies of relevant documentation on-site if they are critical to the operations of the ICT third-party service provider, the effective exercise of which is not impeded or limited 	FSA Sections 1 and 2	<p>Section 1 of the FSA grants customers and their third-party auditors access to relevant business premises and data used for providing the cloud services, as well as rights of inspection and auditing related to the cloud services, in each case as specified in the FSA. It also sets out Oracle NetSuite's commitment to cooperate and provide reasonable assistance in relation to a customer audit.</p> <p>Section 2 of the FSA grants the same audit and access rights to customers' financial services regulators and sets out Oracle NetSuite's commitment to cooperate and provide reasonable assistance and information to such regulators in relation to their audits.</p> <p>Section 1.6 of the FSA states that if a customer is required by applicable law to take copies of relevant documentation during an on-site audit, Oracle NetSuite will provide such copies provided that doing so does not threaten the security or integrity of Oracle NetSuite networks or systems or other Oracle NetSuite customers' data.</p>

		<p>by other contractual arrangements or implementation policies;</p> <ul style="list-style-type: none"> the right to agree alternative assurance levels if other clients' rights are affected; the obligation of the ICT third-party service provider to fully cooperate during the onsite inspections performed by the competent authorities, the lead overseer, financial entity or an appointed third party; the obligation to provide details on the scope and procedures to be followed and frequency of such inspections and audits. 		<p>Section 1.5 of the FSA states that if the exercise of a customer's audit rights creates a threat or risk to Oracle NetSuite networks or systems or other NetSuite Oracle customers' service environments so that an audit request or right of access is denied, Oracle NetSuite will use commercially reasonable efforts to provide an alternative way to deliver a similar level of assurance regarding the topic of the audit request or right of access that does not create such a threat or risk.</p> <p>Section 1.3 of the FSA explains that the audit plan for a requested audit will describe the proposed scope, duration, and start date of the audit. Other procedures applicable to audits are set out in Sections 1 and 2 of the FSA.</p>
11.	Article 30(2)(g)	The obligation of the ICT third-party service provider to fully cooperate with the competent authorities and the resolution authorities of the financial entity, including persons appointed by them	FSA Section 2	Section 2 of the FSA grants the same audit and access rights to customers' financial services regulators and persons appointed by them, and sets out Oracle NetSuite's commitment to cooperate and provide reasonable assistance and information to such regulators in relation to their audits.
Location				
12.	Article 30(2)(b)	The contractual arrangements on the use of ICT services shall include the locations, namely the regions or countries, where the contracted or subcontracted functions and ICT services are to be provided and where data is to be processed, including the storage location, and the requirement for the ICT third-party service provider to notify the financial entity if it envisages changing such locations.	Ordering Document	<p>Customer can request for their data center region to be included in the Ordering Document.</p> <p>Customer data may be migrated to other location outside the geographical data center region, and Oracle will provide notice to the customer regarding the move.</p> <p>The locations of Oracle affiliates that may process personal information in connection with ordered cloud services are set out in the following list: https://www.oracle.com/corporate/oracle-affiliates.html</p> <p>The locations of Oracle's strategic sub-contractors and third-party subprocessors are available upon request.</p>
Data and security				
13.	Article 30(2)(c)	The contractual arrangements on the use of ICT services shall include provisions on availability, authenticity, integrity and confidentiality in relation to the protection of data, including personal data.	<p>DPA Sections 7 and 9</p> <p>SSA Section 8</p> <p>Hosting and Support Delivery Policies</p> <p>Sections I and III</p>	<p>The Oracle Cloud Services contract addresses the availability, integrity, and confidentiality of customer content as follows:</p> <ul style="list-style-type: none"> Technical and organisational security measures: <ul style="list-style-type: none"> Section 7 (Security and Confidentiality) of the DPA Section I (Oracle NetSuite Cloud Services Data Security Policies) of the Hosting and Support Delivery Policies

				<ul style="list-style-type: none"> ○ A summary of Oracle's Corporate Security Practices is set out in the following document: https://www.oracle.com/assets/corporate-security-practices-4490843.pdf • Confidentiality and protection of customer content: <ul style="list-style-type: none"> ○ Section 8 of the SSA specifically, Oracle's obligation to protect the confidentiality of "Your Content" for as long as it resides in the Services) ○ Section 9 (Incident Management and Breach Notification) of the DPA • Service Availability and Service Level Agreements: <ul style="list-style-type: none"> ○ Sections III of the Hosting and Support Delivery Policies <p>The Hosting and Support Delivery Policies are not applicable for services listed in the Exception to Hosting and Support Delivery Policies.</p>
14.	Article 30(2)(d)	The contractual arrangements on the use of ICT services shall include provisions on ensuring access, recovery and return in an easily accessible format of personal and non-personal data processed by the financial entity in the case of insolvency, resolution or discontinuation of the business operations of the ICT third-party service provider, or in the case of termination of the contractual arrangements.	FSA Section 4.1 DPA Section 10.1	<p>Section 4.1 of the FSA states that, upon termination or expiry of the services, Oracle NetSuite will provide reasonable assistance during the retrieval period to enable a customer to retrieve its content from the production environment, including assistance with understanding the structure and format of the export file. Any additional assistance may be agreed between the parties under a separate order.</p> <p>Section 10.1 of the DPA states that upon termination of the services, Oracle will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of personal information on Oracle systems or services environments, except as otherwise stated in the services contract.</p>
15.	Article 30(3)(d)	The contractual arrangements for the provision of critical or important functions shall include the obligation of the ICT-third party service provider to participate and fully cooperate in the financial entity's threat led penetration testing.	Consensus Assessment Initiative Questionnaire (CAIQ)	Oracle NetSuite conducts application penetration test quarterly and infrastructure penetration test annually. A commercial vulnerability scanning tool scans external IP addresses and internal nodes on a regular basis. Identified exploitable threats and vulnerabilities are investigated and tracked. In addition, Oracle completes third-party penetration tests annually for applicable services. Customers may request for the executive summary of Oracle NetSuite's penetration testing results through a self-service portal in their NetSuite Account Center.
Business continuity and operational resilience				
16.	Article 30(3)(c)	The contractual arrangements for the provision of critical or important functions shall include requirements for the ICT third-party service provider to implement and test business	FSA Section 5.1	Section 5.1 of the FSA confirms that Oracle will maintain a business continuity program with the objective of maintaining Oracle's internal operations used in the

		contingency plans and to have in place ICT security measures, tools and policies that provide an appropriate level of security for the provision of services by the financial entity in line with its regulatory framework.	Hosting and Support Delivery Policies Section I	<p>provision of cloud services and will monitor, test, and review the implementation and adequacy of the program annually.</p> <p>Section I of the NSGBU Hosting and Support Delivery Policies describes Oracle NetSuite's information security practices including physical security safeguards, system and data access controls, and training.</p>
17.	Article 30(2)(f)	The contractual arrangements on the use of ICT services shall include the obligation of the ICT third-party service provider to provide assistance to the financial entity at no additional cost, or at a cost that is determined ex-ante, when an ICT incident that is related to the ICT service provided to the financial entity occurs.	DPA Section 9	<p>A customer may report a security concern by creating a support case through their NetSuite customer access portal. NetSuite supports customers during security incident investigation upon request.</p> <p>Section 9 of the DPA reflects Oracle's commitment to notify customers of a security breach involving customer content transmitted, stored, or otherwise processed on Oracle systems or the cloud services environments and confirms that Oracle will take reasonable measures designed to identify the root cause(s).</p>
18.	Article 30(2)(i)	The contractual arrangements on the use of ICT services shall include the conditions for the participation of ICT third-party service providers in the financial entities' ICT security awareness programs and digital operational resilience trainings.	<p>Hosting and Support Delivery Policies Section I</p> <p>FSA Sections 5.1, 5.2 and 5.3</p>	<p>Section I of the Hosting and Support Delivery Policies describes Oracle NetSuite's information security practices including physical security safeguards, system and data access controls, and training.</p> <p>Section 5.1 of the FSA confirms that Oracle NetSuite 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 5.2 of the FSA states that Oracle NetSuite has, and will maintain, a security policy for its security organization that requires security training and privacy training for Oracle security personnel supporting the Cloud service. 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.</p> <p>Section 5.3 of the FSA states that Oracle NetSuite will support customer in assessing the validity of the scenario testing related to customer's operational resilience testing as required by applicable law, subject to additional fees at Oracle's then current rates and as agreed in a professional services order executed by the parties.</p>