















- For message packs consumed between 4-8, an additional two message packs will be added to the overall consumption per hour.
- For message packs consumed above eight, an additional three message packs will be added to the overall consumption per hour.

Any combination of message input, message output, concurrent users, or messages sizes may be utilized concurrently, but must not exceed the maximum quantity of 20,000 Messages Per Hour that You set when You create an instance for the Oracle Cloud Service.

**300 Gigabytes Per Hour:** is defined as 300 gigabytes of total indexed size of stored log data during a one hour period.

**500 Transactions Per hour:** is defined as 500 blockchain transactions attempted in an Oracle Blockchain Platform Cloud Service instance in an hour. A blockchain transaction is defined as a ledger query, an attempted endorsement transaction (irrespective of the outcome of the transaction – success or failure), or an attempted commit transaction (irrespective of the outcome of the transaction – success or failure) for each peer in the Oracle Autonomous Blockchain Cloud Service instance. A peer represents an entity (organization registered on the blockchain) executing blockchain transactions. One entity can have multiple peers. You specify the number of peers at the time of provisioning and You can dynamically start additional peers.

**5,000 Assets Per Month:** is defined as 5,000 assets per one month, where one (1) asset (an “Asset”) is one (1) item of any type (published or not published) stored in the Oracle Content Management asset repository. An asset stored in the asset repository can be either a file-based asset (e.g., a document, an image, a video) or a content item; a content item is a block of information created using a content type.

Every twenty (20) files of any type stored in the Oracle Content Management documents file repository counts as one (1) asset; Every one hundred (100) files of any type stored in an Oracle Content Management business asset repository counts as one (1) asset; And every two hundred (200) files of any type that has been archived counts as one (1) asset.

If the total number of assets utilized during a month exceeds the number of assets that are entitled per the 5,000 Assets Per Month quota, an additional fee for an additional 5,000 Assets Per Month will be charged during such one month period.

Only the current top level revision of any given file or asset is counted toward the assets counts.

If an Oracle Content Management instance has been provisioned and designated as a non-primary instance, only a single quantity of 5,000 Assets Per Month will be charged regardless of the total number of assets being replicated. A non-primary instance can be used for development, staging, QA or disaster recovery.

Each provisioned Oracle Content Management instance is charged a minimum of 5,000 Assets Per Month (i.e., the minimum charge is one 5,000 Assets pack per instance). You will be charged for the total count of 5,000 Assets packs per month used across all provisioned Oracle Content Management instances (primary and non-primary) within Your Cloud Services Account.

**Active Process User Per Hour:** is defined as a unique active user that interacts with the Oracle Cloud Service for any task where registered users could be Development, Design, Operations, Invocation or Participant users during a 1-hour period across the Designer or Workspace UIs. A user interacting with the Oracle Cloud Service through REST APIs will also be counted. Each single unique user accessing the Oracle Cloud Service multiple times in a one-hour period will be counted as only one Active Process User Per Hour.

**Active User Per Hour:** is defined as a unique active user that interacts with the Oracle Cloud Service through a specific channel (website, mobile app, API, SMS) during a 1-hour period. Active users are tracked through the use of audit logs, cookies, user ids, tokens, device ids, IP's or session id's. Access across multiple channels will be counted as multiple active users on an hourly basis. An active user is tracked for each instance of the Oracle Cloud Service.

For the purposes of the Oracle Identity Cloud Service, the interaction with the Service consists of, but is not limited to, specific actions or events performed within the Service (authentication, Single Sign On, user provisioning, step-up authentication, password management, etc.).

For the purposes of the Oracle Content Management and the Oracle Content and Experience Cloud Service - Classic, the Service tracks either named users or visitors based upon the role that a user is given in the Service; users with anonymous access to the Service will be tracked as visitors. Visitor access – whether for anonymous or registered visitors - across multiple channels during the same hour counts as multiple active visitor users. In addition, during the same hourly period, the Service also tracks:

- the number of API calls made to the Service by third party applications. If the number of API calls exceeds the number of API calls that are entitled per active user, a new active user will be added.
- the number of published assets. A published asset is either a file-based asset (e.g., a document, an image, or a video) or a content item (a block of information created using a content type) either of which has been published during the hourly period. If the number of published assets exceeds the number of published assets that are entitled per active user, a new active user will be added.
- outbound data transfer per active user per hour. Outbound data transfer is defined as the quantity during an hour of the Oracle Cloud Service of both the data You download directly from the Oracle Cloud Service plus the quantity of Outbound Data Transfer from the Oracle Cloud Service over the internet, including responses to Your client requests.

**AI Unit Per Hour:** is defined as a pre-configured set of infrastructure with a given performance level, billed per hour, dedicated to You for the purposes of hosting or fine-tuning generative AI models. You must maintain a minimum Services Period commitment of 744 hours per hosting cluster and 1 hour per fine-tuning cluster; once the minimum of either is exceeded, You will be billed on a per second basis. You will be charged for dedicated AI clusters units You have created until You delete the units.

**Annotated Data Records:** is defined as the number of data records that were assigned one or more labels. An annotated data record involves (a) creating one or more bounding boxes to an image, (b) classifying an entire image, document or text, or (c) highlighting part of text, video or speech with labels.

**API Calls:** is defined as the number of calls incoming from a client to the Oracle Cloud Infrastructure Threat Intelligence Service endpoint. A call may include GET or LIST commands to retrieve certain threat intelligence indicator data from the Oracle Cloud Infrastructure Threat Intelligence Service endpoint. Calls are metered on a per tenancy basis. Each search in the console or call to the API is considered an API call for the purposes of metering.

**Cluster Per Hour:** is defined as the number of cluster hours used as part of the Oracle Cloud Infrastructure Kubernetes Engine-Enhanced Cluster. It is billed per second and measured as the number of Oracle Cloud Infrastructure Kubernetes Engine - Enhanced Cluster enhanced clusters for a duration measured in seconds, rounded up to the nearest whole number with minimum of one minute. A cluster is an instance of the Oracle Cloud Infrastructure Kubernetes Engine - Enhanced Cluster that includes the control plane that implements core Kubernetes functionality and the cluster data plane comprised of worker nodes that runs the applications that You deploy in a cluster.

**Cluster Hour:** is defined as a pre-configured set of infrastructure with a given performance level, billed per hour, dedicated to You for the purposes of hosting or fine-tuning generative AI models. You must maintain a minimum Services Period commitment of 744 hours per hosting cluster and 1 hour per fine-tuning cluster; once the minimum of either is exceeded, You will be billed on a per second basis. You will be charged for dedicated AI cluster units You have created until You delete the units.

**Consumer User Per Month:** is defined as an identity that is not configured to access the Service through either a user interface or through a programmatic configuration during the billing period, but whose accesses are managed in the Service by Workforce Users (as defined below).

- For the purposes of Oracle Access Governance, non-Workforce Users (these would include, but are not limited to, customers, partners, citizens, and contingent freelance talent whose birth right accesses needs to be managed) shall be deemed to be Consumer Users.
- You will be billed for Consumer Users marked as “Active” in Oracle Access Governance on a monthly basis for the configured Consumer User count metered every hour.

**CPU Core Per Hour:** is defined as the total number of CPU cores of processor hours enabled for monitoring as part of the Oracle Cloud Infrastructure Database Management Service. The number of CPU cores shall be determined based upon the total number of CPU cores of the processor on the host, VM or Container on which the target is being monitored, and equals the current number of CPU cores on the system that includes sub-cores of multi-core CPUs, as well as single-core CPUs. The number of sockets multiplied by the number of CPU cores per socket will give the total count of CPU cores. Programs licensed on a CPU core basis may be accessed by your internal users (including agents and contractors) and by your third party users. Each partial CPU core per hour consumed will be billed as a full hour.

Notes:

1. Oracle Database Enterprise or Standard Edition processor count definition, policy and limits do not apply.

2. Multiple targets running on the same hosts, VMs, or Containers will be counted only once for licensing purposes.
3. CPU cores of each instance of Oracle Real Application Clusters must be counted.
4. If You are using a standby database and Dataguard is monitored and managed by the Oracle Cloud Infrastructure Database Management Service, then CPU cores of these instances must also be counted for licensing purposes.
5. On Exadata systems, CPU cores on all the database instance hosts must be counted for licensing purposes, however CPU cores of Exadata Storage Server need not be counted for licensing purposes.

**Desktop Per Month:** is defined as a unique desktop instance accessed by a single user that interacts with the Oracle Cloud Service through a specific channel (website, mobile app, API, SMS) during a one-month period. Desktops are grouped into pools and charged at pool creation, regardless of whether or not a user is accessing the desktop.

**ECPU Per Hour:** is based on the number of cores per hour elastically allocated from a pool of compute and storage servers.

- For the purposes of MySQL Database and MySQL HeatWave, ECPU Per Hour is a platform-independent measure of the work done per hour by the MySQL Database and MySQL HeatWave.

**Endpoint Per Hour:** is defined as the number of endpoints provisioned and made available for Your use per hour as part of the Oracle Cloud Service.

- For the purposes of MySQL HeatWave on AWS, endpoints are defined as the number of Ingress Private Endpoints or Egress Private Endpoints that are provisioned and made available for Your use per AWS AZ in one hour. You will be billed for each endpoint provisioned and made available for use during a part of an hour, with a one-minute minimum.

**Endpoint Per Month:** is defined as the number of endpoints (IP addresses or HTTP targets) monitored from up to 10 vantage points (from locations) for each protocol (HTTP, HTTPS, TCP, ICMP, etc) at either a high or low frequency rate of measurement (e.g., every 10 seconds versus every 30 seconds), during a given calendar month of the Service.

**Exadata TB (Terabyte) Storage Capacity Per Month:** is defined as the number of terabytes of Exadata storage reserved for Oracle Autonomous Data Warehouse or Oracle Autonomous Transaction Processing or reserved for cross-region resources or log staging, if applicable, during each month of the Services Period of the applicable Oracle Cloud Service. Each terabyte of Exadata storage space reserved for part of a month will be billed on an hourly basis.

**Execution Hour:** is defined as the number of execution hours used by Pipeline Operators as part of Oracle Cloud Infrastructure Data Integration. A scheduled run of a single task counts as a pipeline with a single Pipeline Operator execution. Each partial Execution Hour consumed is billed as a partial hour with a one-minute minimum. The first 30 hours of Execution Hour per tenant per month is free.

**Execution Pack Per Month:** is defined as up to 10,000 execution activities during each month of the Services Period, with one execution pack equaling up to 10,000 activities. An activity is any available element in the palette such as notifications, human tasks, service calls, start/end events, and gateways. An executed activity is defined as an activity that is executed at runtime when a transaction or payload is processed.

**Gateway Per Hour:** is defined as single state representation of one or many instances (called gateway nodes) of the gateway application component installation. A gateway is represented as a “Gateway” in the management service gateway table in the database and is shown as such in the user interface. A gateway is counted by counting the number of gateways in the “Gateways” tab in the management service user interface during a single hour. When a gateway node is registered to the management service, You have the option to register it to an existing gateway or to create a new gateway. When the last node is de-registered, You will have the option to delete the gateway and reduce the count of gateways.

**Gibibyte (GiB) Memory Per Hour:** is defined as 1 gibibyte of memory capacity in the server as a part of the Oracle Cloud Service.

**Gigabyte (GB) Data Capacity Per Hour:** for the purposes of Oracle CASB for IaaS and Oracle CASB for Custom Apps is defined as the volume of data generated, ingested, managed and analyzed from the Monitored Accounts and Monitored Apps per hour. Capacity may include but is not limited to development, test, quality assurance (QA), training, pre-production, production, high availability (HA), disaster recovery (DR) or any other environments that You deem necessary to be monitored by Oracle’s Cloud Service offering.

- For the purposes of Oracle CASB for Data Protection, Data Loss Prevention Retroactive Scan, Gigabyte (GB) of Data Capacity Per Hour is defined as the volume of data scanned per hour.

**Gigabyte (GB) of Data Processed:** is defined as the quantity of any transfer of data to or from the Load Balancer over the internet including responses to Your client requests during a calendar month.

- For the purposes of Oracle Cloud Infrastructure Network Firewall, Gigabyte (GB) of Data Processed is defined as every GB of data processed by the network firewall instance in a month.

**Gigabyte (GB) of Data Processed Per Hour:** is defined as the quantity of gigabytes of data processed from/to the Oracle Data Integration Platform Cloud Service (host or remote agents), which may include counting any combination of data throughput for data replication, batch data movement, data streaming or data cleansing operations. For the purposes of Oracle Cloud Infrastructure Data Integration, Gigabyte of Data Processed Per Hour is defined as the quantity of gigabyte of data input into Oracle Cloud Infrastructure Data Integration during a one hour period.

**Gigabyte (GB) of Data Transferred:** is defined as the quantity of gigabytes of data You transfer to/from the Oracle Cloud Service.

- For the purposes of MySQL, the quantity of gigabytes of data transferred to/from the Oracle Cloud Service and for which You will be charged include:

1. Out of Service transfers, where the traffic is across different Amazon Web Services (AWS) regions or between an AWS region and internet/other cloud ;
2. In and out of Service transfers, where the traffic is through the Ingress and Egress Private Endpoints; and
3. Within the Service transfers, where the traffic is between two managed MySQL instances in different Availability Zones within an AWS region, such as data replication between source and replica MySQL instances, between primary and read-replica MySQL instances, and between the MySQL instances within a MySQL High Availability cluster.

**Gigabyte (GB) of Good Traffic Per Month:** is defined as the data of the HTTP response egress traffic passed through the WAF as a reverse proxy from the origin server.

**Gigabyte (GB) Log Storage Per Month:** is defined as the number of GB of logs stored inside the Oracle Cloud Infrastructure Logging Cloud Service during a month of the Oracle Cloud Service. The minimum amount that will be billed is 1 MB.

**Gigabyte (GB) Memory Per Hour:** is defined as the number of GB memory hours allocated as part of an Oracle Application Container Cloud Service instance.

**Gigabyte (GB) of Packaged Video Content:** is defined as the number of gigabytes requested by a video player or content delivery network (CDN) service and packaged to Oracle Cloud Infrastructure Media Streams during a month.

**Gigabyte (GB) Per Hour:** is defined as 1 GB of memory capacity in the server as a part of the Oracle Cloud Service.

**Gigabyte (GB) Outbound Data Transfer Per Month:** is defined as the quantity during a calendar month of the Oracle Cloud Service of (a) the data You download directly from the Oracle Cloud Service and (b) the quantity of Outbound Data Transfer from the Oracle Cloud Service over the internet, including responses to Your client requests and (c) the data You transfer between Oracle Cloud Infrastructure regions.

**Gigabyte (GB) Performance Units Per Month:** is defined as per gigabyte storage performance characteristics for the Oracle Cloud Infrastructure block volume during a month of the Service. This metric must be purchased and is metered in increments of 10. You may adjust performance characteristics such as IOPS/GB, throughput/GB, and maximum IOPS for the Oracle Cloud Infrastructure block volume.

- For the purposes of Oracle Cloud Infrastructure – File Storage High Performance Mount Target, Gigabyte (GB) Performance Units Per Month is defined as per gigabyte storage performance characteristics for a file system during a month of the Service. This metric is purchased and metered in units of gigabytes and is adjusted based on throughput per second, such as gigabits per second.

**Gigabyte (GB) Storage Capacity Per Month:** is defined as a gigabyte (1073741824 bytes) of computer storage space used by a storage filer of the Oracle Cloud Service during a month of the Service. The metric may be subject to a minimum storage duration requirement.

- For the purposes of Oracle Cloud Infrastructure Database with PostgreSQL, Oracle Cloud Infrastructure Database Optimized Storage is a high-performance storage that is utilized for that service.
- For the purposes of Oracle Exadata Exascale VM Filesystem Storage and Oracle Exadata Exascale Smart Database Storage are utilized for that service.

**Gigabyte Storage Per Hour:** is defined as the number of gigabytes of data stored inside the Oracle Cloud Infrastructure Generative AI Agents Service's managed knowledge base during an hour. Each partial gigabyte per hour will be charged as a full gigabyte per hour.

**Gigabyte (GB) Storage Retrieved Per Month:** is defined as a gigabyte (1073741824 bytes) of computer storage retrieved during a month of the Oracle Cloud Service.

**GPU Monitoring Unit Per Hour:**

GPU Monitoring Unit Per Hour is defined as the quantity of GPU Monitoring Units required per hour to monitor a specific GPU Type as defined in the GPU Monitoring Units Table below. Each hour of use will be multiplied by the applicable GPU Monitoring Units per the specific GPU Type as set forth in the GPU Monitoring Units Table, which will be used to determine the price per hour for the specific GPU Type. Each partial **GPU Monitoring Unit Hour** consumed will be billed as a full hour.

Refer to the table below for the GPU Monitoring Units for each type of GPU:

GPU Type	GPU Monitoring Unit per GPU
NVIDIA H100	5
NVIDIA A100	2
NVIDIA A10	1
NVIDIA V100	2
NVIDIA P100	1

**HeatWave CapacityPer Hour:** is defined as a unit of 16 gigabyte memory hours allocated in MySQL HeatWave.

**Host CPU Core Per Hour:** is defined as the total number of cores of the processors used per hour underlying the physical host, VM, or container on which the target database or host is being monitored externally. All host CPU cores are counted, including cores underlying both primary and standby databases, and cores running each instance of RAC. If multiple Oracle database targets are running on the same processors of the physical hosts, VMs or containers, then the host CPU core will only be counted once. Each partial Host CPU Core hour consumed will be billed as a full hour.

**Host CPU Core Per Month:** is defined as the total number of cores of the processors used per month underlying the physical host, VM, or container on which the target database or host is being monitored externally. All host CPU cores are counted, including cores underlying both primary and standby databases, and cores running each instance of RAC. If multiple Oracle database targets are running on the same processors of the physical hosts, VMs or containers, then the host CPU core will only be counted once.

**Hosted Environment Per Hour:** is defined as the combination of systems and supporting resources provided as part of the Oracle Data Management Cloud Services (the Hosted Environment), the use of which is measured on a per hour basis. Each partial Hosted Environment hour consumed will be billed as a partial hour. The included amount of the following items vary per service and selected shape, and are as specified in the Service Descriptions for the applicable Cloud Service: minimum Services Period, base number (zero or more) of OCPU enabled, optional maximum OCPU capacity and local storage capacity.

**Hosted Environment Per Month:** is the combination of systems and supporting resources to which Oracle grants You access as part of the Oracle Cloud Services ordered by You, that is (i) configured for the Oracle-provided Software operating on it and for specific uses as part of the Oracle Public Cloud Services, and (ii) used by Oracle to perform the Oracle Cloud Services. The hosted environment consists of the production environment, and any non-production environment(s), as referenced in the applicable ordering document.

- For the purposes of Oracle NoSQL Database Cloud Service
  - You are provided a minimum of 420,000 read units per month
  - You are provided a minimum of 280,000 write units per month
  - You are provided a minimum of 17,500 GB storage per month

**Hosted Named User Per Hour:** is defined as an individual authorized by You to access the hosted Cloud Service in an hour, regardless of whether the individual is actively accessing the hosted Cloud Service at any given time.

**HSM Partition Per Hour:** is defined as one single-tenant Hardware Security Module (HSM) partition used on an Oracle Cloud Infrastructure Cloud Service where that Service is measured and billed on an hourly basis.

**Instance Per Hour:** is defined by each Cloud Service as follows:

- For the purposes of Oracle Autonomous Database – Developer, Oracle Autonomous Data Warehouse – Dedicated – Developer , Oracle Autonomous Transaction Processing – Dedicated – Developer, Oracle Autonomous Data Warehouse – Exadata Cloud@Customer – Developer and Oracle Autonomous Transaction Processing – Exadata Cloud@Customer – Developer , an instance is defined as a single, provisioned Autonomous Database. Autonomous Database instances are billed per hour, with partial hours rounded up to the nearest whole hour. Every hour the Autonomous Database instance is running, it is counted as an instance per hour.
- For the purposes of Oracle ZFS Storage – High Availability, an instance is defined as a bare metal (BM) or virtual machine (VM) instance in which the ZFS Storage Market Place image is deployed. Every hour the instance is running, it is counted as an instance per hour.
- For the purposes of Oracle Cloud Infrastructure - Web Application Firewall (“WAF”), an instance is defined as an active WAF policy attached to a web-application or a load balancer instance. Every hour the policy and the attachment are in active status is counted as an instance hour.
- For the purposes of Oracle Cloud Infrastructure Network Firewall, every hour the network firewall instance is in active status is counted as an instance per hour.

**Instance Per Month:** is defined as a single deployment of an Oracle Cloud Service provisioned by You.

**Inferencing Unit Hour:** is an hour an inferencing unit is dedicated for running a custom model. Any partial inferencing unit hours will be charged as a full hour. For the purposes of Oracle Cloud Infrastructure Language Cloud Service, an inference unit running a custom model provides a throughput equivalent to 500 characters per second and an inference unit running a healthcare model provides a throughput equivalent to 10,000 characters per second.

**Key Version Per Month:** is defined as one key version in a single-tenant accessible encryption key storage vault used on an Oracle Cloud Infrastructure Cloud Service where that Service is measured and billed on a monthly basis.

**Load Balancer Hour:** is the number of hours from when a given Load Balancer is launched until it is terminated. Each partial server-hour consumed will be billed as a full hour.

**Logging Analytics Storage Unit Per Month:** is defined as 300 gigabytes of logs stored during a month of the Oracle Cloud Service. The minimum amount that will be billed is 1 Logging Analytics Storage Unit.

**Logging Analytics Storage Unit:** is defined as a gigabyte (1,073,741,824 bytes) of logs stored inside Oracle Cloud Infrastructure Logging Analytics during a month of the Oracle Cloud Service. One Logging Analytics Storage Unit equates to 300 gigabytes of Log Storage per month. The minimum billing threshold is 1 Logging Analytics Storage Unit.

**MAC Server Per Hour:** is defined as a single, reserved capacity for Mac Server. MAC Server Per Hour includes connectivity to Your tenancy. Billing for Mac Server is per hour with a 3-year minimum commit period and will comply with the Apple macOS Software License Agreement.

**Mbps Per Hour:** is the bandwidth of the load balancer represented in Mbps per hour. This metric is only applicable to the Oracle Cloud Infrastructure Load Balancer Cloud Service.

**Memory Gigabyte Per Hour:** is defined as 1 gigabyte GB of memory capacity in the server as a part of the Oracle Cloud Service. A gigabyte is defined as a unit of information equal to one billion ( $10^9$ ).

**Migration Hour:** is defined as the amount of time that a migration is running, where 'running' is defined as a migration job being in a state of "in progress" or in a state of "waiting". Partial Migration Hours consumed are billed as partial hours with a one-minute minimum.

**Million Datapoints:** is defined as a count in the millions of the Oracle Cloud Infrastructure Monitoring Datapoints either ingested or retrieved for a Monitoring Metric.

**Million Delivery Operations:** is defined as the number of delivery operations in the millions performed by the Oracle Cloud Infrastructure Notifications Service, including retries to deliver messages to HTTPS endpoints. Each 8KB portion of delivered data is billed as 1 operation.

**Minute of Output Media Content:** is defined as the length of output media content that is processed by Oracle Cloud Infrastructure Media Flow Cloud Service during a one-minute period.. Each minute will be billed in 6 second increments.

**Monitored Service User Per Hour:** is defined as a user account in Your SaaS applications, which You are authorized to monitor each hour for each service with the Oracle CASB Service. Users account may include individual user accounts as well as accounts shared by multiple users of the monitored SaaS applications and are not limited to the employees, customers, partners, consultants, contractors and agents of You, and Your customers.

**Monitored Account Per Hour:** is defined as the account that You established with Your IaaS or PaaS provider that includes (1) the Your email address and password, (2) the control of resources available or created within the account, and (3) payment for the IaaS or PaaS activity related to those resources. Each Active IaaS/PaaS Monitored Account by use of the applicable Oracle Cloud Service. Active means account is configured and activated in Oracle CASB Cloud Service. For the purposes of Oracle CASB Cloud Service, an Oracle Cloud Infrastructure Compartment is considered to be equivalent to an account.

**Monitored App Per Hour:** is defined as any custom or tailor-made application or workload that is specifically developed and deployed by You on a PaaS or IaaS based infrastructure, either for internal or external use, that is configured and activated and that You monitor each hour with the applicable Oracle Cloud Service. A Monitored App may include but is not limited to development, test, quality assurance (QA), training, pre-production, high availability (HA), disaster recovery (DR) or other environments that You monitor with this Oracle CASB Cloud Service.

**Node Per Hour:** is defined as the number of node hours used as part of the Oracle Cloud Service. A node is a predefined combination of OCPU's (or vCPUs) and memory based on the shape. Each partial node hour consumed is billed as a partial hour, with a one-minute minimum.

- For the purposes of Oracle Cloud Infrastructure Search Service with OpenSearch – Node – Metered, a node is defined as the number of data node instances that can be part of a cluster system in one hour.
- For the purposes of Oracle Cloud Infrastructure Search Service with OpenSearch, a data node instance is defined as the number of Compute instances with an instance type of data node that can be part of a clustered system in one hour. A customer can have two data nodes within its cluster without any hourly metering. Only any additional data nodes after the second data node will be charged the Oracle Cloud Infrastructure Search Service with OpenSearch HA rate. For example, a two-data node cluster will not be metered. If a third data node is added, there would be a single data node per hour charge metered for the third data node. If a fourth data node is added, then two data node per hour charges will be incurred.
- For the purposes of Oracle Cloud Guard Workload Protection, a node instance is the number of Compute instances that are monitored by the workload protection agents in one hour.
- For the purposes of Oracle Cloud VMware Solution –a node is predefined combination of OCPU's (or vCPUs), memory and local NVMe storage where applicable based on the shape.

**NVMe Terabyte (TB) Per Hour:** is defined as 1 TB of NVMe storage capacity in the server as a part of the Oracle Cloud Service, where a TB is defined as 1000 gigabytes.

**OCPU Per Hour:** is defined as the number of Oracle Compute Unit (OCPU) hours used as part of the Oracle Cloud Service. An OCPU provides CPU capacity equivalent of one physical core of a processor with hyper-threading enabled. Each OCPU corresponds to two hardware execution threads, known as vCPUs. Each OCPU has a pre-defined amount of memory. Each partial OCPU Hour consumed will be billed as a full hour subject to the following exceptions.

- For the purposes of Oracle Cloud Infrastructure - Compute - Standard - A1, each OCPU is limited to providing CPU capacity equivalent to one physical core of a processor and corresponds to a single hardware execution thread or vCPU.
- For the purposes of Oracle Cloud Infrastructure - Compute - Standard – A2, each OCPU is limited to providing CPU capacity equivalent to two physical core of a processor or vCPU.
- For the purposes of Oracle Base Database Service on ARM, each OCPU is limited to providing CPU capacity equivalent to one physical core of a processor and corresponds to a single hardware execution thread or vCPU.
- For the purposes of Oracle Base Database Service on ARM, each OCPU is limited to providing CPU capacity equivalent to one physical core of a processor and corresponds to a single hardware execution thread or vCPU.
- For the purposes of Oracle Cloud Infrastructure - Compute - Standard - A1; Oracle Cloud Infrastructure - Compute - Standard - E4; Oracle Cloud Infrastructure - Compute - Standard - E3; and Oracle Cloud Infrastructure - Compute - Optimized - X9, all are available with flexible memory in Virtual Machine (VM) environments.
- For the purposes of Oracle Compute Cloud@Customer - Compute - Standard - E5, it is available with flexible memory in Virtual Machine (VM) environments.
  - For the purposes of Oracle Cloud Infrastructure Database with PostgreSQL, an OCPU is defined as each OCPU utilized in the Oracle Cloud Infrastructure Database with PostgreSQL service.
- For Oracle Compute Cloud@Customer - Compute - Standard - E5 virtual machine instances, partial OCPU and memory hours consumed are billed as partial hours with a one-minute minimum.
- For the following Services, partial OCPUs hours consumed are billed per second with a one-minute minimum:
  - Oracle Autonomous Data Warehouse
  - Oracle Autonomous Transaction Processing
  - Oracle Autonomous Data Warehouse – Dedicated
  - Oracle Autonomous Transaction Processing – Dedicated
  - Oracle Exadata Cloud@Customer – Autonomous Data Warehouse
  - Oracle Exadata Cloud@Customer – Autonomous Transaction Processing
- For the following Services, partial OCPUs hours consumed are billed as partial hours with a one-minute minimum:

- Oracle APEX Application Development
  - Oracle Autonomous JSON Database
  - Oracle Cloud Infrastructure – GoldenGate
  - Oracle Base Database Service
  - Oracle Exadata Database Service on Dedicated Infrastructure
  - Oracle Gen 2 Exadata Cloud@Customer
  - Compute Virtual Machine instances
  - Windows OS images
  - Compute Bare Metal instances
  - Oracle Platform Services hosted in Oracle Cloud Infrastructure. The full list of these services is available here: <https://docs.cloud.oracle.com/en-us/iaas/Content/General/Reference/PaaSPrereqs.htm#supported>
- For the purposes of Microsoft SQL server, partial OCPU hours consumed are billed as partial hours with a 744-hour minimum.
  - For the purposes of the Oracle WebCenter Portal Cloud Service, only the Oracle Java Cloud Service OCPUs running the Oracle WebCenter Portal Cloud Service instance must be counted. The Oracle WebCenter Portal Cloud Service requires a minimum number of one (1) OCPU and requires high memory virtual machines.
  - For the purposes of the Oracle Data Integrator Cloud Service, only the OCPUs running the Oracle Data Integrator Cloud Service must be counted. One (1) OCPU gives You up to one (1) Connection; more Connections require more OCPUs. A Connection is defined as a unique connection used to build integrations between applications or databases using the Oracle Data Integrator Cloud Service. A Connection is counted per unique application, data source, third party software, Oracle software, Web Service or REST endpoint to which the Oracle Data Integrator Cloud Service is connected. Applications, databases or Web Services that use the same url and credential are counted as one Connection. Files hosted on a file system do not count as a Connection.
  - For the purposes of the Oracle Integration Cloud Service – Standard, and the Oracle Integration Cloud Service – Enterprise, each Cloud Service tracks OCPUs that are in running status on an hourly basis.
  - For the purposes of the Oracle WebLogic Enterprise Edition for Oracle Cloud Infrastructure Kubernetes Engine - Enhanced Cluster and the Oracle WebLogic Suite for Oracle Oracle Cloud Infrastructure Kubernetes Engine - Enhanced Cluster, all the OCPUs running in the WebLogic node pool must be counted.
  - For the purposes of the Oracle Cloud Infrastructure Ops Insights for Oracle Autonomous Database Service and Oracle Cloud Infrastructure Ops Insights for Oracle Cloud Databases, OCPU Per Hour is defined as the total number of OCPU hours enabled for target database monitoring as part of the Service.

**OCPU Per Month:** is defined as the number of Oracle Compute Unit (OCPU) hours used as part of the Oracle Analytics Cloud Service in a calendar month. An OCPU provides CPU capacity equivalent to one physical core of an Intel Xeon processor with hyper-threading enabled. Each OCPU corresponds to two hardware execution threads, known as vCPUs.

**One Million IO Requests Per Month:** is defined as the maximum of one million IO requests during a calendar month of the Oracle Cloud Service of the type of Block Storage IO Requests You use in the Oracle Cloud Service.

**Partition Hour:** is defined as the number of Partition hours used as part of the Oracle Cloud Service. A Partition provides the capacity equivalent of 1 MB/s of data ingress, 2 MB/s of data egress and 1000 PUT operations per second.

**Performance Units Per Gigabyte Per Month:** is defined as per gigabyte storage performance characteristics for the Oracle Cloud Infrastructure block volume during a month of the Service. This metric must be purchased and is metered in increments of 10. You may adjust performance characteristics such as IOPS/GB, throughput/GB, and maximum IOPS for the Oracle Cloud Infrastructure block volume.

- For the purposes of Lustre File Storage, Performance Units Per Gigabyte Per Month is defined as per gigabyte storage performance characteristics for the Oracle Cloud Infrastructure lustre file system during a month of the Service. This metric must be purchased and is metered in units of 1. You may adjust the performance characteristics based on 1 Megabytes per second per Terabyte throughput (1 MB/s/TB) for the read throughput of the Oracle Cloud Infrastructure lustre file system.

**Port Hour:** is defined as the number of hours consumed for each port configured.

**Processed Video Minute:** Processed Video Minute refers to the duration of a video, in minutes, that is submitted as input to the service (API call) for each requested video analysis feature. Video analysis features include Label Detection, Text Detection, Object Detection, Face Detection and Object Tracking. Usage is billed in one-minute increments, with any partial minute rounded up and charged as a full minute.

**Read Unit Per Month:** is defined as the throughput of up to one kilobyte (KB) of data per second for an eventually consistent read operation (i.e., where the data returned may not be the most recently written data to the database; if no new updates are made to the data, eventually all accesses to that data will return the latest updated value) over a one-month period, or approximately two million six hundred thousand (2.6 million) reads. (Each month is deemed to have seven hundred forty-four (744) hours or approximately two million six hundred thousand (2.6 million) seconds. So over a one-month period, one (1) read unit will provide You with approximately 2.6 million reads.) To achieve the throughput of up to one kilobyte (KB) of data per second for an absolute consistent read operation (i.e., where the data returned is expected to be the most recently written data to the database), the equivalent of two Read Units Per Month need to be provisioned.

**Recipe Jobs Per Hour:** is defined as the total number of recipe jobs launched within an hour window for all users within an Oracle Self Service Integration Cloud Service instance. A recipe job for an active recipe is launched to process its associated data when the recipe's trigger event and condition are met.

**Redis Memory Gigabyte Per Hour:** is a management fee charged for offering the managed service that is tied to the amount of memory deployed per node. Memory is defined as the number of gigabytes of memory capacity utilized per hour per node in the Oracle Cloud Infrastructure

Caching with Redis Cloud Service. As a note, this management fee also accounts for all underlying infrastructure deployed.

**Request:** is defined as the number of requests made to the Oracle Cloud Service. A request is defined as an API call from a mobile app or one round trip interaction (request to a bot and a response from that bot) or a push initiated from the Oracle Cloud Service. For the purposes of the Oracle Digital Assistant Cloud Service, a request is counted as follows: (a) any round-trip conversation with the chatbot skill, (b) authentication and authorization (login); (c) invocation of an instant app or WebView component; (d) use of the tester in the Bots admin tool; (e) push notifications from the skill ; (f) drill down from the Bot Insights home page to Insight Details; and (g) calling the embedded custom component code.

- For the purposes of Oracle Cloud Infrastructure – Cloud Guard Workload Protection, a request is equivalent to each query of Workload Protection run per each instance for a given hour.

**Request Per Hour:** is defined as the number of requests made to the Oracle Cloud Service in an hour. A request is defined as an API call from a mobile app or one round trip interaction (request to a bot and a response from that bot) or a push initiated from the Oracle Cloud Service.

**1 SMS Message Sent:** is defined as each Short Message Service (SMS) message (counted on a per recipient basis) that is accepted by the Oracle Cloud Infrastructure Notifications Service to deliver during the applicable billing period. A single Oracle Cloud Infrastructure Notifications Service topic with 10 different recipients would therefore be counted as 10 SMS messages (e.g., 140,000 SMS Messages accepted, each with 2 different recipients would be charged as 280,000 SMS messages). The cost of each SMS message depends on the destination country zone of the recipient (e.g., a message sent to a recipient in the United States would be charged at the per SMS message rate of country zone 1 while a message sent to a recipient in Canada would be charged at the per SMS message rate of country zone 2). The list of countries within a specific country zone may change periodically and the latest list may always be found on the Oracle Cloud Infrastructure Notifications Service pricing page.

**Static IP Per Hour:** is defined as the number of static IP hours used as part of the Oracle Cloud Service. These hours could include additional static IPs associated with a running instance or additional static IPs that are not associated with any running instance.

**Target Database Per Month:** is defined as a unique database target (either on-premises or running in a virtual machine on infrastructure as a service) registered to be managed by the Oracle Cloud Service during a month.

**Terabyte Storage Capacity Per Month:** is defined as a terabyte (1024 gigabytes) of computer storage space used by a storage filer of the Oracle Cloud Service during a month of the Service.

**Token:** is defined as a JSON Web Token (JWT) that is issued by the Cloud Service and used to securely transmit information between parties during a one hour period.

**Training Hour:** is defined as the number of hours spent training a custom model. Any partial training hour will be charged as a full hour.

- For the purposes of Oracle Cloud Infrastructure – Vision, users have the option to either define a set number of hours (i.e., 3) or choose a “recommended” training duration, which can be up to 24 hours.

For the purposes of Oracle Cloud Infrastructure - Language - Custom Training, a training hour is the equivalent of training on an 8 core CPU machine.

**Transcription Hour:** is defined as the cost of transcribing one hour of audio into text.

**User Per Month:** is defined as an individual configured to access the hosted service during the billing period, regardless of whether the individual is actively accessing the hosted service at any given time. You will be billed at the maximum configured user count during each billing period, even if users are removed from the hosted service during this period.

- For purposes of the Oracle Container Pipelines Cloud Service, users are represented in container pipelines as members of an organization. For each billed entity there must be one parent organization under which all of its users and sub-organizations are managed.
- For the purposes of Oracle Analytics Cloud, You will be charged immediately on creation of the instance for all users that are configured. The minimum number of users for which You will be charged is 10.
- For the purposes of Oracle Content Management – Sales Accelerator Suite, You will be charged immediately on creation of the instance for all users that are configured. You will be charged for a minimum number of 25 users. Moreover, with respect to any new users added or existing users removed (subject to the minimum user number) in between the billing months, or if the Cloud Service started after the start of the billing month, You will be charged for those users at a pro-rated rate for the number of days left in a billing month. Additionally, one Sales Accelerator Suite User with a Content Creator user role is equivalent to one User Per Month and each five Sales Accelerator Suite Users with the Standard Application user role is equivalent to one User Per Month.

**vCPU Per Hour:** is defined as the number of compute hours used as part of the Cloud Service. It provides CPU capacity equivalent of one hardware execution threads, known as vCPUs. The vCPU Per Hour price is based on the deployment model.

For Cloud Services on Oracle Cloud Infrastructure (whether standard, enterprise or metal).

- Standard means those Cloud Services which provide CPU capacity equivalent to 100% vCPUs overcommit.
- Enterprise means those Cloud Services which provide CPU capacity with no vCPUs overcommit.
- Metal means those Cloud Services which provide dedicated, for your application, bare metal servers allocated in 36 vCPU units with no vCPUs overcommit.

For non-elastic IP addresses, fees are based on the time period the virtual machines are actually running. For elastic IP addresses, fees are based on the entire time period that the IP is allocated for Your use.

**Video Pack (500 Videos - 500 Gigabytes (GB)) Per Month:** is defined as up to 500 videos consuming up to 500 GB of storage per month.

**Virtual Node Per Hour:** is defined as the number of virtual node hours used as part of the Oracle Cloud Infrastructure Kubernetes Engine - Virtual Node. A virtual node provides the abstraction of a regular worker node to Kubernetes. It is billed per second and measured as the number of virtual nodes in Oracle Cloud Infrastructure Kubernetes Engine - Virtual Node clusters for a duration measured in seconds, rounded up to the nearest whole number with minimum of one minute.

**Virtual Private Vault Per Hour:** is defined as 1 single-tenant accessible encryption key storage vault used on Oracle Cloud Infrastructure (OCI) that is measured on an hourly basis and billed on a monthly basis.

**Virtualized-Gigabyte (GB) Per Month:** is defined as the sum of the storage space used from the following: weekly full backups, daily incremental backups, and archived redo log backups of the Oracle Database instances during a calendar month.

**Workspace Usage Per Hour:** Is defined as the workspace instance provided as part of Oracle Cloud Infrastructure Data Integration, the use of which is measured on a per hour basis.

**Workforce User Per Month:** is defined as an identity that is configured to access the Service either through a user interface or through programmatic configuration during the billing period, regardless of whether the identity is actively accessing the Service at any given time.

- For the purposes of Oracle Access Governance, identities that could access the Service through the Service user interface or through external user interfaces to manage their own access or the accesses of other identities shall be deemed to be Workforce Users.
- Identities that include, but are not limited to, employees, temporary workers, outsourcers, and contractors whose birth right and regular accesses are managed through access controls of Oracle Access Governance shall be deemed to be Workforce Users.
- You will be billed for Workforce Users marked as “Active” in Oracle Access Governance on a monthly basis for the configured Workforce User count metered every hour.

**Write Unit Per Month:** is defined as the throughput of up to one kilobyte (KB) of data per second for a write operation over a one month period, or approximately two million six hundred thousand (2.6 million) writes. (Each month is deemed to have seven hundred forty-four (744) hours or approximately two million six hundred thousand (2.6 million) seconds. So over a one-month period, one (1) write unit will provide You with approximately 2.6 million writes.)

# Oracle PaaS and IaaS Universal Credit

Part # B88206

Oracle will provide You with a Cloud Services Account which allows You to set up and use eligible Oracle Cloud Services for the applicable Cloud Services categories in accordance with the type of Credit Period You have selected. Notwithstanding anything to the contrary, eligible Oracle Cloud Services do not include any Service which is not in production release, or for which the capacity of the applicable metric is not available in the Region that You select in the Cloud Portal, as of the time that You actually deploy such Service.

## 1. AVAILABLE SERVICES

### A. ELIGIBLE ORACLE PAAS CLOUD SERVICES

The current eligible Oracle PaaS Cloud Services categories include:

- Analytics Cloud Services
- Application Development Cloud Services
- Big Data Cloud Services
- Content Management Cloud Services
- Data Integration Cloud Services
- Data Management Cloud Services
- Enterprise Integration Cloud Services
- Management Cloud Services
- Security and Identity Cloud Services
- \*Not Discount Eligible Cloud Services

### B. ELIGIBLE ORACLE IAAS CLOUD SERVICES

The current eligible Oracle IaaS Cloud Services categories include:

- Compute Cloud Services
- Network Cloud Services
- Oracle GPU Cloud Services
- Storage Cloud Services
- \*Not Discount Eligible Cloud Services

Note: Service Descriptions for the Oracle Data and AI Cloud Services which invoke other Oracle IaaS Cloud Services are located at the end of the IaaS Cloud Service Category.

\* Note: Services in the Not Discount Eligible Cloud Services category are not eligible for discounts.

## C. ADDITIONAL SERVICES

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

## D. RETIRED SERVICES

Oracle in its sole discretion, may make certain Oracle Cloud Services listed on the rate card attached to Your order and/or as seen in the Cloud Portal unavailable for new instance deployments during the term of Your order. Those Cloud Services will be listed under the section “Retired SKU’s” in this Service Descriptions document. You may continue to use Retired SKU’s prior to the announced retirement date (including after a renewal order, where applicable) unless Oracle in its sole discretion provides You with a written notification of an official End Of Life for such Cloud Service(s) during the term of Your order. If Oracle provides a written notification of End Of Life of a Cloud Service, You may be required to transition to a successor Oracle Cloud Service if Oracle makes a successor Cloud Service available. The “Retired SKU’s” section of this Service Descriptions document shall take precedence over any term to the contrary in Section 1.2 of the Agreement and Section 4.2.2 of the *Oracle Cloud Hosting & Delivery Policies*.

## E. ALWAYS FREE CLOUD SERVICES

Oracle may make available to You certain Cloud Services at no charge (“Always Free Cloud Services”) subject to the following terms. Always Free Cloud Services may be designated as free in two ways: (1) via a specific Cloud Service part designated as “Free” or (2) via a specified Cloud Service tier of usage that is designated as \$0 on Your rate card, provided such Cloud Service is noted in this Service Descriptions document as having a free tier (a “Free Tier”).

The following sections of the *Oracle Cloud Hosting and Delivery Policies* do not apply to Always Free Cloud Services: Cloud Service Continuity Policy, Cloud Service Level Agreement and Oracle Cloud Support Policy. However, if You use more than just the Free Tier of a multi-tier rate card Cloud Service and commence paying for that applicable Cloud Service, You will receive the benefit of the entire *Oracle Cloud Hosting and Delivery Policies* for all of Your use of that applicable Cloud Service during such a paid subscription period.

If You only order Always Free Cloud Services, Oracle may end, upon 7 days’ notice: (i) Your right to use an applicable Always Free Cloud Service(s), or (ii) the Oracle Cloud Services Account, if You have not used the Always Free Cloud Services or have no activity during the 7 day period preceding the date of the Notice, You may, however, thereafter initiate new Always Free Cloud Services. Customers consuming only Always Free Cloud Services prior to December 20th, 2022 will be subject to these terms beginning January 19, 2023.

For the purposes of the Oracle Cloud Infrastructure – Object Storage Cloud Service (B#91628) and the Oracle Cloud Infrastructure – Archive Storage Cloud Service (B#B91633), if You transition either from a paid version of one of those Cloud Services or from a free Oracle Cloud promotion for one of those Cloud Services to the Always Free Cloud Services version of one of those Cloud Services, Oracle Cloud Infrastructure will provide You with a maximum of 20 gigabytes of combined Object Storage and Archive Storage whether You are using one or both of these Cloud Services. If You transition as noted in the preceding sentence but do so with a combined Object Storage and Archive Storage above 20 gigabytes, all of Your data will be permanently deleted.

Oracle in its sole discretion may remove or modify an Always Free Cloud Service from the Always Free category (a “Removed Service”) at any time. With respect to the foregoing, if You are at the time of the removal using the Removed Service, then You may switch to a subscription fee-based version of the Removed Service in order to continue using the applicable Oracle Cloud Service.

The default Data Center Region (the “Home Region”) for Always Free Cloud Services is the region that You choose when You sign up for the applicable Always Free Cloud Services (subject to an Always Free Cloud Service being available in a given Data Center Region). You will not be allowed to change the Home Region even if You subsequently attempt to add additional Data Center Regions.

Oracle in its sole discretion may terminate a customer’s usage of an Always Free Cloud Service if Oracle identifies unusual activity that violates section 9.3 of the Oracle Cloud Services Agreement.

## ALWAYS FREE CLOUD SERVICES

Cloud Service	Part #
Oracle Cloud Infrastructure Application Performance Monitoring Service – Tracing Data - Free	B92940
Oracle Cloud Infrastructure Application Performance Monitoring Service - Synthetic Usage - Free	B96629
Oracle Autonomous Transaction Processing - Free	B91393
Oracle Autonomous Transaction Processing – Exadata Storage – Free	B91394
Oracle Autonomous JSON Database – Free	B93307
Oracle Autonomous Data Warehouse – Free	B91391
Oracle Autonomous Data Warehouse – Exadata Storage – Free	B91392
Oracle APEX Application Development – Free	B93320
Oracle Cloud Infrastructure – Block Volume – Free	B91445
*Oracle Cloud Infrastructure - 10 Mbps Load Balancer – Free	B91960
Oracle Cloud Infrastructure - Compute - Virtual Machine Standard - E2 Micro - Free	B91444

Oracle NoSQL Database Cloud – Write – Free - Write Unit Per Month	B92627
Oracle NoSQL Database Cloud - Read - Free – ReadUnit Per Month	B92628
Oracle NoSQL Database Cloud-Storage – Free - Gigabyte Storage Capacity Per Month	B92629

**\*Note: This Cloud offering may not be available for all new customers**

## F. ORACLE DATABASE DEVELOPER CLOUD SERVICES

Oracle may make available to You certain Database Developer Cloud Entitlements subject to the following terms:

- Database Developer Cloud Entitlements are granted to You for non-production use only.
- Oracle in its sole discretion may modify a Database Developer Cloud Entitlement at any time.
- The following sections of the *Oracle Cloud Hosting and Delivery Policies* do not apply to Database Developer Cloud Services: Cloud Service Continuity Policy and Cloud Service Level Agreement.
- Resource allocation and restrictions may differ for each Database Developer Cloud Service and can be found in their respective sections in this document.
- If You require entitlements beyond what Database Developer Cloud Entitlements provide, You may switch to a subscription fee-based Database Cloud Service.
- Oracle in its sole discretion may terminate a customer's usage of Database Developer Cloud Entitlements if Oracle identifies unusual activity that violates the Term and Termination section of the Oracle Cloud Services Agreement.

## ORACLE DATABASE DEVELOPER CLOUD SERVICES

Cloud Service	Part #
Oracle Autonomous Database - Developer	B110316
Oracle Autonomous Data Warehouse – Dedicated – Developer	B98280
Oracle Autonomous Transaction Processing - Dedicated – Developer	B98279
Oracle Autonomous Data Warehouse - Exadata Cloud@Customer – Developer	B98278
Oracle Autonomous Transaction Processing - Exadata Cloud@Customer - Developer	B98277
Exadata Cloud@Customer - Database OCPU - Developer	B110469
Oracle Base Database Service on Ampere A1 - Developer	B109635

## G.BRING YOUR OWN LICENSE (“BYOL”)

You may activate the BYOL version of a Cloud Service if available (not all Cloud Services have BYOL versions) and You will be charged the BYOL rate for the activated Cloud Service provided

that You have sufficient Oracle supported on premise licenses as required and specified in the Service Description for the Cloud Service.

You remain responsible for compliance with any license restrictions applicable to the on premise licenses (including metrics), as defined in Your Program order for those licenses. The following license types may be applied towards Your use in a BYOL Cloud Service environment: Full Use, Limited Use, Application Specific Full Use and Proprietary Hosting (subject to an ISV Amendment). Term licenses are eligible to apply toward Your use in a BYOL Cloud Service environment as long as the term of the license is in effect. For enterprise or non-standard metrics where the license applies to Your entire population (e.g., a Campus license), You are entitled to use the same number of OCPUs or other Cloud metric to support the same number of associated on premise licenses as granted under Your enterprise or non-standard metric. Embedded Software Licenses are not eligible to be applied towards Your use in a BYOL Cloud Service environment. For clarity, the license type retains its type when applied towards Your use in a BYOL Cloud Service environment (e.g., Full Use stays as Full Use and Limited Use stays as Limited Use). Licenses applied towards Your requirements for the BYOL version of a Cloud Service are deemed deployed and in use (i.e., You may not also use these licenses on premise) and may be verified in an audit.

For any BYOL Cloud Service where multiple Program licenses are identified as eligible to apply towards BYOL Cloud Service requirements and are listed with an “or” in the description for the applicable BYOL Cloud Service, You may aggregate Your supported license quantities of those listed Program licenses to meet Your license requirement for that BYOL Cloud Service.

You acknowledge that a BYOL Cloud Service may not be available for all versions of a Program license that You might have previously deployed on premise. For example, You may have previously deployed applications on version 10 of the applicable Oracle Program but Your chosen BYOL Cloud Service may be running version 12 of the applicable Oracle Program.

A BYOL Cloud Service instance must at all times have a sufficient number of supported licenses to meet Your requirement for use of the applicable BYOL Cloud Service. If You do not have sufficient supported licenses at any point in time, then You must either stop the instance and redeploy the standard Cloud Service (non-BYOL) or You must acquire enough supported licenses to meet Your requirement for use of the applicable BYOL Cloud Service.

Some Cloud Services allow an instance, or group of instances, to be billed at a combination of BYOL and non-BYOL rates. For these Cloud Services, You may set what portion of the instance, or group of instances, will be billed at the BYOL rate based upon the metric and Your available supported licenses, and the remainder will be billed at the non-BYOL rate. If BYOL is used for a portion of an instance, or group of instances, the entire instance or group of instances is subject to the BYOL requirements for that Cloud Service.

- Example 1: If You create an Autonomous Transaction Processing Service instance with 80 ECPUs, and You set 40 ECPUs as the BYOL limit, then 40 ECPUs are non-BYOL. Because this Cloud Service instance is more than 64 ECPUs, 5 supported Oracle Database Enterprise Edition Processor licenses and 5 supported Real Application Clusters Option Processor licenses are required for the 40 BYOL ECPUs. The 40 non-BYOL ECPUs do not require You to bring any licenses.

- Example 2: If You create an Autonomous Transaction Processing Service instance with 16 ECPUs, and You set 12 ECPUs as the BYOL limit, then 4 ECPUs are non-BYOL. If You enable a local Autonomous Data Guard standby Service instance, then for the primary and standby Service instances combined, there will be total of 24 BYOL ECPUs and 8 non-BYOL ECPUs. For this scenario, 3 supported Oracle Database Enterprise Edition Processor licenses are required for the 24 BYOL ECPUs. Additionally, if You use the standby database for query access/reporting, 3 supported Active Data Guard Option Processor licenses are also required for the 24 BYOL ECPUs. The 8 non-BYOL ECPUs do not require You to bring any licenses.
- Example 3: If You create an Autonomous Transaction Processing Service instance with any non-zero number of ECPUs as the BYOL limit, and You are using supported Oracle Database Standard Edition Processor licenses for BYOL, then the maximum Autonomous Transaction Processing Service instance is 32 ECPUs.

Oracle will allow you up to 100 days from the activation of Your BYOL Cloud Service to transition from the applicable on premise Program licenses to that BYOL version of the Cloud Service(s) (i.e., upon the earlier of Your transition date or the end of the 100 days, licenses applied towards Your requirements for the BYOL version of a Cloud Service are deemed deployed and in use (i.e., You may not also use these licenses on premise)); once a license has been deemed deployed and in use, You may not apply the same license towards a different BYOL version of a Cloud Service and Your license usage may be verified in an audit. For the purposes of on premise Oracle Identity Management Program licenses that You elect to transition to the Oracle Identity Cloud Services (excluding on premise Oracle Identity Management Program licenses licensed under a Named User Plus metric, which are described in the following sentence), Your transition time may exceed 100 days as long as You do not exceed either (i) Your original on premise Program license usage or (ii) the Cloud Service(s)' BYOL ratio requirement. With respect specifically to Your on-premises Oracle Identity Management Program licenses that are licensed under the Named User Plus metric, Your transition time may exceed 100 days as long as You do not exceed either (i) the total number of Your Named User Plus licenses across Your combined on premise and BYOL usage, or (ii) the Cloud Service(s)' BYOL ratio requirement.

## H. TRANSITIONING FROM ORACLE ON PREMISE TO ORACLE CLOUD

Oracle will allow You dual use of Your Cloud Service and on premise Oracle Program licenses up to 100 days from the activation of Your Cloud Service to transition from the applicable on premise Oracle Program licenses to the Cloud Service(s).

## I. LIMITED AVAILABILITY

From time to time and in Oracle's sole discretion, Oracle may make certain Oracle Cloud Services available to You on a limited basis ("**Limited Available Services**" or "**LA Services**"). If You are chosen to receive access to an LA Service, You will be able to select the LA Service in the Console and if You choose to utilize the LA Service, the terms of Your Oracle Cloud Services Agreement and the terms in this section of this Service Descriptions document shall apply to the LA Services and Your use of those services. In the event of any conflict between the terms in this Services

Description document and Your Oracle Cloud Services Agreement with respect to LA Services, the terms of this Services Description document shall take precedence.

LA SERVICES ARE PROVIDED ON AN “AS IS” BASIS WITHOUT WARRANTY OF ANY KIND, AND ORACLE AND ITS LICENSORS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE LA SERVICES INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND. You agree that (a) each LA Service is not a generally available service and may never become a generally available service; (b) each LA Service may have defects, security vulnerabilities, or other deficiencies that may not and/or cannot be corrected by Oracle and are subject to change at Oracle’s sole discretion; (c) Oracle may not produce a version of an LA Service that is generally available for use and any development efforts undertaken by You with the LA Service are at Your own risk; (d) Oracle may monitor and audit Your use of each LA Service; (e) Oracle does not provide any Service Level Agreements for any LA Service; and (f) Oracle has no obligation to provide any support for any LA Service. Oracle shall determine at its sole discretion (i) if and when an LA Service is made generally available for use, and (ii) the features, performance and configuration of an LA Service and the inclusion thereof or not in any generally available version of the LA Service.

You agree to provide Oracle with input, including changes or suggested changes regarding the LA Services (“**Feedback**”) when and in the form reasonably requested by Oracle. You agree that Feedback may be recorded by Oracle, including but not limited to audio, video recording, and/or screen images (“**Recordings**”). All such Recordings shall be deemed to be Feedback. You may limit or terminate Recordings but if You do, You agree to provide Feedback in an alternative form. Notwithstanding anything that You may note or state in connection with providing Feedback, all Feedback provided by You shall be Oracle Confidential Information. You agree that Oracle or its licensors retain all ownership and intellectual property rights (including all derivatives or improvements thereof) in and to any Feedback provided by You or any other party, and acknowledge that Oracle may use the Feedback for any purpose, including but not limited to incorporation or implementation of such Feedback into an Oracle product or service, and to display, market, sublicense and distribute such Feedback as incorporated or embedded in any product or service distributed or offered by Oracle.

## **J. OPERATING YOUR SERVICES**

### **I. DATA CENTER SELECTION**

For each Cloud Service/instance that You deploy, You will have the opportunity to select the data center location. Oracle will continue to bill You from the Oracle entity on Your Order. We reserve the right to update these practices to support our internal operating model.

#### **Oracle Sovereign Cloud Data Center Region**

The Oracle European Union Sovereign Cloud (“EUSC”) is an option for implementation only with select Oracle Cloud Services identified by Oracle, and available only in the European Union. The EUSC service employs a set of organizational, contractual and technical controls designed to help address the requirement that Your Content, including Personal Information, will not leave the

selected EUSC data center region(s) without Your authorization or instruction. These controls are intended to mitigate the risk that entities or individuals which are not part of an EUSC organization be determined to have possession, custody, and/or control of Your Content. Please see the Oracle PaaS and IaaS Cloud Services Pillar Document (which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts)) for additional terms.

The version of the Data Processing Agreement for EUSC applicable to Your order (a) is available at: [www.oracle.com/contracts](http://www.oracle.com/contracts) and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

### **Oracle Serbia Central Data Center Region**

When You select Oracle Serbia Central Region, Your tenancy will be provisioned in the Oracle Serbia Central data center and You will only be able to create tenancies in the Oracle Serbia Central data center, in accordance with Oracle realm isolation design principles.

Resources in a tenancy inside Oracle Serbia Central Region cannot natively integrate with Oracle Cloud Services in other commercial region groups.

## **II. ORACLE CLOUD POLICIES AND PILLAR DOCUMENTATION**

Your order for these Oracle PaaS and IaaS Cloud Services are subject to the *Oracle Cloud Hosting and Delivery Policies* and the Oracle PaaS and IaaS Public Cloud Services pillar documentation, which may be viewed at [www.oracle.com/contracts](http://www.oracle.com/contracts).

## **2. ACTIVATION USAGE AND BILLING**

### **A. INTRODUCTION**

During the Services Period of Your order, You may consume any Oracle PaaS and IaaS Cloud Service designated as eligible Oracle PaaS and IaaS Cloud Services. The Service Description for each Oracle PaaS and IaaS Cloud Service describes how You consume the Service and how Oracle measures and charges for Your actual usage. A monthly statement detailing Your actual usage and the related charges will be available in Your Cloud Services Account. Your Cloud Services Account will be charged based on one of the following payment/billing models: 1: Annual Universal Credit, and 2: Pay as You Go.

As part of activation, You will be given a tenancy to use Your Oracle PaaS and IaaS Cloud Services. A “tenancy” is a secure and isolated partition within Oracle Cloud Infrastructure where You can create, organize, and administer Your cloud resources. You and/or your current and future affiliates/subsidiaries worldwide will have the option to create new tenancies within, or link additional existing tenancies to, Your Oracle Universal Credit cloud subscription as long as those existing tenancies are associated to existing Pay as You Go, Funded Allocation, or Annual/Monthly Commit subscriptions You have obtained via the Cloud Portal or a separate order. Any additional tenancies You link will consume credits from Your Services Period for Annual Universal Credit (as defined below) or Monthly Universal Credit (as defined below) at Your

rate card price and currency and will apply towards overages. Your use will be governed by the Agreement and related terms associated with the Oracle Universal Credit cloud subscription tenancy. You will not receive separate invoices for additional tenancies but You will be able to use the “Cost Analysis” tool and the “Cost Reports” tool in the Console (as defined in f below) to break down estimated costs per tenancy.

## **B. CREDIT PERIOD TYPES**

### **I. ANNUAL UNIVERSAL CREDIT**

Oracle allows You the flexibility to commit an amount to Oracle (as specified in the “Credit Quantity” table in Your order, the “**Annual Universal Credit**”) to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal at the fees specified in the rate card, provided that such Cloud Services qualify as eligible as set forth above at the time of their deployment. . The total Annual Universal Credits acquired under Your order (the “**Total Credit Value**”) and the applicable Services Period for those credits will be as specified in Your order. An Annual Universal Credit amount must be used within its applicable yearly Credit Period during the Services Period and will expire at the end of that yearly Credit Period (typically 12 months or as specified in Your order); any pre-paid unused amounts are non-refundable and are forfeited at that time. The pre-paid balance of the Total Credit Value will be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

### **OVERAGE**

If, at the end of any month during the Services Period, You have exceeded the applicable Annual Universal Credit amount, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

### **ORDERS PLACED VIA A PARTNER**

Except as provided in the following paragraph, if You placed Your order for Annual Universal Credits through an Oracle Partner and if at the end of any month during the Services Period, You have exceeded the applicable Annual Universal Credit amount, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. Oracle will send invoices for the additional usage to You at the Billing Contact provided to Oracle by the Oracle Partner; You are responsible for all additional usage fees and such fees shall be payable to Oracle as stated in the applicable Oracle invoice.

If You placed Your order for Annual Universal Credits through an Oracle Partner and the corresponding order between Oracle and the Oracle Partner provides that the Oracle Partner will be invoiced by Oracle for Your excess usage as described in the above paragraph, then You acknowledge that the Oracle Partner will receive information about, and will invoice You for, Your excess usage. You shall ensure that Your order with the Oracle Partner indicates whether the Oracle Partner has agreed to be invoiced by Oracle for Your excess usage in this manner.

### **REPLENISHMENT OF ACCOUNT AT END OF SERVICES PERIOD**

At the end of Your Services Period, Oracle will convert Your Cloud Services Account to Pay as You Go unless You replenish Your Annual Universal Credit amount. Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the Pay as You Go rate and You will receive the Cloud Services category discounts specified in the rate card attached to Your order or as seen in the Cloud Portal. At the end of the Services Period of this order, if You decide not to replenish Your Cloud Services Account and You do not wish to have Oracle convert Your Cloud Services Account to Pay as You Go, You may end Your Cloud Services under this order by sending an email to Oracle at: [cloudterminations\\_ww@oracle.com](mailto:cloudterminations_ww@oracle.com). You are not entitled to a refund for any unused Cloud Services credits that may remain at the end of Your Services Period and You are responsible for all fees due to Oracle for the entire Annual Universal Credit amount that may be owed and unpaid at the end of Your Services Period under this order.

## **ORDERS PLACED VIA A PARTNER REPLENISHMENT OF ACCOUNT AT END OF SERVICES PERIOD**

If You placed Your order through an Oracle Partner, at the end of Your Services Period, Oracle will convert Your Cloud Services Account to Pay as You Go (“PAYG Conversion”), and invoice You as described under III – PAY AS YOU GO below until You replenish Your Annual Universal Credit amount (either through an order with an Oracle Partner or directly with Oracle). Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the Pay as You Go rate and Your use of eligible Oracle IaaS and PaaS Cloud Services will be charged at the Unit Net Price specified in the rate card attached to Your order or as seen in the Cloud Portal. Upon the PAYG Conversion, You will be deemed to have a direct order with Oracle for the Cloud Services, subject to the terms of your then current master agreement, or if such agreement has expired or was not entered into directly with Oracle, the then current terms of Oracle’s Cloud Services Agreement available at <https://www.oracle.com/contracts> for the country in which You are incorporated (or, if Oracle’s invoice indicates a different Oracle entity, the country in which such Oracle entity is incorporated). Notwithstanding the foregoing, if You do not replenish Your Cloud Services Account (whether through an Oracle Partner or directly with Oracle) at the end of Your Services Period, and You do not wish to have Oracle convert Your Cloud Services Account to Pay as You Go, You may end Your Cloud Services under the order by sending an email to Oracle at: [cloudterminations\\_ww@oracle.com](mailto:cloudterminations_ww@oracle.com). Neither You nor the Oracle Partner through which the order was placed will be entitled to a refund from Oracle or reduction in fees due to Oracle for any unused Cloud Services credits that may remain at the end of Your Services Period.

## **ADDITIONAL SERVICES**

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

## **NEW ORDER**

When placing an order for additional Oracle PaaS and IaaS Universal Credits (the "New Order") to increase the Credit Quantity of an existing order, unless stated otherwise in the New Order, the most recent rate card included in the New Order will supersede the rate card of the existing order. As such, You may be entitled to a higher Cloud Service Category Discount (as specified in the Rate Card Pricing Table in the New Order) upon the Cloud Services Start Date of the New Order for the remainder of the Services Period of the existing order and the New Order.

## **II. MONTHLY UNIVERSAL CREDIT (SUBJECT TO ORACLE APPROVAL)**

Oracle allows You the flexibility to commit an amount to Oracle to be applied towards the future monthly usage of eligible Oracle IaaS and PaaS Cloud Services and You agree that You will consume each month during the Services Period a combined total equal to at least the Credit Quantity amount specified in Your order (the **"Monthly Universal Credit"**) of the Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal, provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. Consumption will be measured upon activation of each eligible Oracle IaaS and PaaS Cloud Service in the Cloud Portal.

The Services Period for the Monthly Universal Credit is a twelve (12) month period commencing on the day that You are issued access that enables You to activate your Service, unless otherwise specified in Your order. The Monthly Universal Credit amount must be used within each month and will expire at the end of that month; any unused amounts are non-refundable and are forfeited at that time. The Monthly Universal Credit balance shall be decremented on a monthly basis reflecting Your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order. If, by the end of any month during the Services Period, You have not consumed Services in an amount equal to the Monthly Universal Credit, Oracle will decrement Your account for the credit shortfall for that month and all fees will be due and payable in accordance with the Agreement.

### **OVERAGE**

If, at the end of any month during the Services Period, You have exceeded the Monthly Universal Credit amount, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

### **ORDERS PLACED VIA A PARTNER**

Except as provided in the following paragraph, if You placed Your order for Monthly Universal Credits through an Oracle Partner and if at the end of any month during the Services Period, You have exceeded the Monthly Universal Credit, Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal. Oracle will send invoices for the additional usage to You at the Billing Contact provided to Oracle by the Oracle Partner; You are responsible for all additional usage fees and such fees shall be payable to Oracle as stated in the applicable Oracle invoice.

If You placed Your order for Monthly Universal Credits through an Oracle Partner and the corresponding order between Oracle and the Oracle Partner provides that the Oracle Partner

will be invoiced by Oracle for Your excess usage as described in the above paragraph, then You acknowledge that the Oracle Partner will receive information about, and will invoice You for, Your excess usage. You shall ensure that Your order with the Oracle Partner indicates whether the Oracle Partner has agreed to be invoiced by Oracle for Your excess usage in this manner.

#### **REPLENISHMENT OF ACCOUNT AT END OF SERVICES PERIOD**

At the end of Your Services Period, Oracle will convert Your Cloud Services Account to Pay as You Go unless You replenish Your Monthly Universal Credit amount. Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the Pay as You Go rate and You will receive the Cloud Services category discounts specified in the rate card attached to Your order or as seen in the Cloud Portal. At the end of the Services Period of this order, if You decide not to replenish Your Cloud Services Account and You do not wish to have Oracle convert Your Cloud Services Account to Pay as You Go, You may end Your Cloud Services under this order by sending an email to Oracle at: [cloudterminations\\_ww@oracle.com](mailto:cloudterminations_ww@oracle.com). You are not entitled to a refund for any unused Cloud Services credits that may remain at the end of Your Services Period and You are responsible for all fees due to Oracle for the entire Annual Universal Credit amount that may be owed and unpaid at the end of Your Services Period under this order.

#### **ORDERS PLACED VIA A PARTNER REPLENISHMENT OF ACCOUNT AT END OF SERVICES PERIOD**

If You placed Your order through an Oracle Partner, at the end of Your Services Period, Oracle will convert Your Cloud Services Account to Pay as You Go ("PAYG Conversion"), and invoice You as described under III – PAY AS YOU GO below until You replenish Your Annual Universal Credit amount (either through an order with an Oracle Partner or directly with Oracle). Upon replenishment of Your Cloud Services Account, Oracle will no longer charge You at the Pay as You Go rate and Your use of eligible Oracle IaaS and PaaS Cloud Services will be charged at the Unit Net Price specified in the rate card attached to Your order or as seen in the Cloud Portal. Upon the PAYG Conversion, You will be deemed to have a direct order with Oracle for the Cloud Services, subject to the terms of Your then current master agreement, or if such agreement has expired or was not entered into directly with Oracle, the then current terms of Oracle's Cloud Services Agreement available at <https://www.oracle.com/contracts> for the country in which You are incorporated (or, if Oracle's invoice indicates a different Oracle entity, the country in which such Oracle entity is incorporated). Notwithstanding the foregoing, if You do not replenish Your Cloud Services Account (whether through an Oracle Partner or directly with Oracle) at the end of Your Services Period, and You do not wish to have Oracle convert Your Cloud Services Account to Pay as You Go, You may end Your Cloud Services under the order by sending an email to Oracle at: [cloudterminations\\_ww@oracle.com](mailto:cloudterminations_ww@oracle.com). Neither You nor the Oracle Partner through which the order was placed will be entitled to a refund from Oracle or reduction in fees due to Oracle for any unused Cloud Services credits that may remain at the end of Your Services Period.

### **III. PAY AS YOU GO**

If You do not wish to pre-pay an amount to Oracle for use of eligible Oracle IaaS and PaaS Cloud Services, You can choose to and will be charged for the actual usage of all Services that You activate within Your Cloud Services Account. Oracle, at its own discretion, may make changes to pricing of any eligible PAYG IaaS and PaaS Cloud Services without prior notice to You. Any new or adjusted

prices are published on [https://cloud.oracle.com/en\\_US/ucpricing](https://cloud.oracle.com/en_US/ucpricing). If during the Services Period of Your order Oracle makes available new Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account, Oracle will notify You of any fees that would apply to their activation and use. You will not be charged for any Oracle IaaS or PaaS Cloud Service that You do not activate within Your Cloud Services Account. Charges for all Pay as You Go usage will be billed monthly in arrears with the Payment Terms described in Your order. As soon as an account termination request is processed, we stop billing the customer and start terminating down resources.

The development, release, and timing of any future features, functionality or service offerings remain at the sole discretion of Oracle Corporation. Pay as You Go may not be available for all Cloud Services. Oracle reserves the right to invoice You more frequently if Oracle identifies unusual activity that we may suspect is fraudulent or at risk of non-payment.

#### **IV. FUNDED ALLOCATION MODEL**

*(Note: This model has limited availability and is subject to authorization by Oracle to facilitate unique ordering as determined by Oracle.)*

Under the “**Funded Allocation Model**”, Oracle allows You the flexibility to fund an annual amount to Oracle as specified in the “Funded Allocation Value” in Your order, which is to be applied towards the future usage of eligible Oracle IaaS and PaaS Cloud Services specified in the rate card attached to Your order or as seen in the Cloud Portal provided such Cloud Services are available in production release when ordered, at the fees specified in the rate card. The total Funded Allocation Value of Your order is reflected in the “**Funded Allocation Value**” column and the applicable Services Period for that value will be as specified in Your order. Oracle will invoice you monthly in arrears based on your actual usage for the prior month at the rates for each activated Oracle IaaS and PaaS Cloud Service as defined in Your order.

#### **OVERAGE**

You are responsible for monitoring Your use of the Cloud Services, and if You exceed the Funded Allocation Value at the end of any month during the Services Period, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If you have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. Oracle will invoice You for the excess usage of the Oracle IaaS and PaaS Cloud Services at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal.

You may set quotas, alerts and use other monitoring tools within the Cloud Portal to assist You in managing and tracking Your usage.

#### **ORDERS PLACED VIA A PARTNER**

Except as provided in the following paragraph, if You placed Your order for Funded Allocation Value through an Oracle Partner, and at the end of any month during the Services Period, You have exceeded the Funding Allocation Value, You must provide additional funding for Your usage, or You must cease to use the applicable Cloud Services. If you have exceeded the Funded Allocation Value and You have not ended Your use of the Services, You will be subject to overage fees. Oracle will invoice the Oracle Partner for the excess usage of the Oracle IaaS and PaaS Cloud Service at the Overage Unit Net Price specified in the rate card of Your order or as seen in the Cloud Portal; Oracle will send invoices for the additional usage to the Oracle

Partner at the Billing Contact provided to Oracle by the Oracle Partner; The Oracle Partner is responsible for all additional usage fees and such fees shall be payable to Oracle as stated in the applicable Oracle invoice.

If You placed Your order for Funding Allocation Value through an Oracle Partner and the corresponding order between Oracle and the Oracle Partner provides that You will be invoiced by Oracle, then You acknowledge that Oracle will invoice You for, Your excess usage. You shall ensure that Your order with the Oracle Partner indicates whether You agreed to be invoiced by Oracle for Your excess usage in this manner.

## **ADDITIONAL SERVICES**

If Oracle adds additional service offerings to the list of eligible Oracle IaaS and PaaS Cloud Services within Your Cloud Services Account during the Services Period, You may activate and use those service offerings and the discount will be applied based on the Cloud Service category discount specified in the rate card attached to Your order or as seen in the Cloud Portal. The development, release, and timing of any future features, functionality or service offerings remains at the sole discretion of Oracle Corporation.

## **REPLENISHMENT OF ACCOUNT AT END OF SERVICES PERIOD**

If you are continuing to use Services after the end of the Services Period specified in Your order and You have not extended the Services Period and increased the Funded Allocation Value for use of eligible Oracle IaaS and PaaS Cloud Services, You will be charged for the actual usage of all Services that You activate and/or have activated within Your Cloud Services Account based on Oracle's then current price list for such Services, which can be found at [https://cloud.oracle.com/en\\_US/ucpricing](https://cloud.oracle.com/en_US/ucpricing). Upon extending the term of the Services Period and increasing the amount of the Funded Allocation Value through a new order or modification of Your existing order, You will receive the Cloud Services category discounts specified in the rate card attached to Your new order or modification of the existing order or as seen in the Cloud Portal. At the end of the Services Period of this order, if You decide not to replenish Your Cloud Services Account and You do not wish to have Oracle convert Your Cloud Services Account to Pay as You Go, You may end Your Cloud Services under this order by sending an email to Oracle at: [cloudterminations\\_ww@oracle.com](mailto:cloudterminations_ww@oracle.com). You are not entitled to a refund for any unused Cloud Services credits that may remain at the end of Your Services Period and You are responsible for all fees due to Oracle for the entire Annual Universal Credit amount that may be owed and unpaid at the end of Your Services Period under this order.

## **3. INCLUDED SERVICES**

### **A. FOUNDATION SERVICES AND TOOLS**

Included with Your order for these Oracle PaaS and IaaS Universal Credits are Oracle Foundation Services.

### **I. DEVELOPER CLOUD SERVICE**

An Oracle Developer Cloud Service environment is provisioned as a foundation service. The usage of this Service is subject to the following quantities: 1 Developer Cloud Service instance

per Cloud Services Account, and 20 gigabytes Storage of cumulative storage. Additional Storage used beyond this limit will be billed as “Oracle Developer Cloud Service – Additional Storage – OCI Classic - Gigabyte Data Capacity” or “Oracle Developer Cloud Service – Additional Storage – Gigabyte Data Capacity”

Cloud Services Accounts provide basic identity services functionality, which include user management, group management, basic reporting, and authentication for Oracle applications.

## II. ORACLE IDENTITY FOUNDATION CLOUD SERVICE

Oracle Identity Cloud	Part#	Metric
Oracle Identity Foundation Cloud Service	B90936	Each

Oracle provisions this version of Oracle Identity Cloud Service for customers that subscribe to Oracle Platform-as-a-Service (PaaS) applications that natively leverage Oracle Identity Cloud Service as its Identity and Access Management solution (for example, Oracle Analytics Cloud Service). A customer can use this version to provide basic identity management functionalities for such Oracle PaaS applications, including user management, group management, and basic reporting. This version also provides Oracle-certified templates to provision accounts and to perform federated single sign-on (SSO) across Oracle PaaS and Oracle Software-as-a-Service (SaaS) applications.

## III. ORACLE CLOUD INFRASTRUCTURE IDENTITY AND ACCESS MANAGEMENT

Oracle Cloud Infrastructure Identity and Access Management	Part#	Metric
Oracle Cloud Infrastructure Identity and Access Management – Free	N/A	-

Oracle Cloud tenancies with identity domains are provisioned with an identity domain of the type “Free”. You can use this version to provide basic identity management functionalities, such as user management, group management, reporting. To obtain advanced identity features, You can upgrade this domain to one of the other domain types listed under Oracle Cloud Infrastructure Identity and Access Management.

## IV. ORACLE CLOUD INFRASTRUCTURE DEVOPS CLOUD SERVICE

The Oracle Cloud Infrastructure DevOps Cloud Service (the “DevOps Cloud Service”) is a developer CI/CD platform that You can use to automate the management and organization of CI/CD resources that You can share with Your team, and includes coding, building, testing, delivery and deployment phases of Your software development lifecycle. This Cloud Service includes features and resources for You to automate Your CI/CD workflows, such as:

- Code Repositories: private, serverless Git repositories to develop, collaborate, manage and host Your software code; You can mirror an external Git repository to this Cloud Service to speed up Your build pipelines.

- **Build Pipelines:** automate building software artifacts and packages (including from source code repositories), testing software changes, and delivery of software artifacts to repositories.
- **Deployment Pipelines:** automate the delivery and deployment software to Oracle Cloud Infrastructure compute platforms (e.g., Oracle Cloud Infrastructure Kubernetes Engine - Enhanced Cluster, groups of Compute instances (virtual machines and bare metal hosts), and functions).

You can start a Build Pipeline either manually or automatically through an event that triggers the run of the Build Pipeline. The managed build stage in a Build Pipeline will run Your provided build configuration on a DevOps Cloud Service- provided build runner instance. The build runner instance is a compute host in the DevOps Cloud Service tenancy that will run Your build configuration as specified and then terminate. You will be charged for the usage of OCPU and Memory by the Service-managed build runner instance for the duration of Your build run. From a Build Pipeline You can optionally trigger the start of a Deployment Pipeline to fully automate CI/CD.

You can also create Deployment Pipelines to automate software releases of artifacts to Oracle Cloud Infrastructure compute platforms. Deployment Pipelines are comprised of stages that control a single action with Your release workflow, with stage types including: approval, custom integration, rolling deployment, blue/green release strategy, and canary release strategy. You can use Deployment Pipelines to deploy to both container and VM platforms. You can use the "shell stage" integration to run any bash command and bash script in the base container. While adding the shell stage, You can select the compartment and VCN under which the container instance should be created (in Your tenancy). From a DevOps Cloud Service project You can view activity across Your Deployment Pipelines and share access to Your DevOps Cloud Service project with Your teams.

Running a DevOps Cloud Service build run or deployment requires use of the Oracle Cloud Infrastructure Logging Cloud Service for viewing deployment progress and output, and there may be a charge for use of that Cloud Service (Part #B92593). There is no separate charge, however, for You to create and use DevOps Cloud Service projects and Deployment Pipelines.

Customers with Always Free Oracle Cloud Infrastructure accounts will be able to use the Oracle Cloud Infrastructure DevOps Cloud Service up to their tenancy limits and will also be able to use the Oracle Cloud Infrastructure Logging Cloud Service up to the limits for Always Free Oracle Cloud Infrastructure accounts.

You are responsible for providing the code to commit to Your Code Repository. You are responsible for creating the build configuration for Your software and configuring the Build Pipeline to build Your software artifacts. You are responsible for providing the artifacts to be deployed, deployment environments, and pipeline and stage configurations for their applicable Deployment Pipeline. Artifacts for instance group deployments must be stored in repositories in the Oracle Cloud Infrastructure Artifacts Registry Cloud Service. DevOps Cloud Service logs must be stored in the Oracle Cloud Infrastructure Logging Cloud Service.

## **MEASUREMENT AND USAGE**

- For the purposes of the Oracle Cloud Infrastructure DevOps, build run usage is measured by calculating time a build run takes from the start of the build configuration execution until the end of the build run. Build runs are measured by the second per hour and then added up at the end of the month to determine monthly build run usage of OCPU and Memory.

- For the purposes of the Oracle Cloud Infrastructure DevOps Cloud Service, Code Repository usage is measured by calculating the outbound network traffic from Your DevOps Code Repositories – for example cloning a Code Repository to Your local machine will generate outbound network traffic from Oracle Cloud. Quantity of data transferred is measured in gigabyte (GB) per month and is included in the outbound data transfer from the Oracle Cloud Service over the internet, including responses to Your client requests and the data You transfer between Oracle Cloud Infrastructure regions.
- For the purposes of the Oracle Cloud Infrastructure DevOps Cloud Service, Code Repository usage is measured by calculating the storage used by Your DevOps Code Repositories – for example using a git push command to store files in Your Code Repository or attaching files to a Code Repository Pull Request will generate storage used by DevOps Code Repositories. Your usage is measured by calculating the total storage consumed hourly throughout the applicable month. This includes the storage space used to store data. Storage is measured in gigabytes per hour, which is added up at the end of the month to determine monthly storage usage.

Cloud Service	Part #	License Metric
Oracle Cloud Infrastructure – Object Storage - Storage	B91628	Gigabyte Storage Capacity Per Month
Oracle Cloud Infrastructure - Outbound Data Transfer - Over 10 terabytes per month	B88327	Gigabyte Outbound Data Transfer Per Month
Oracle Cloud Infrastructure - Compute - Optimized - X9.Flex	B93311	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - Optimized - X9.Flex	B93312	Gigabyte Per Hour
Oracle Cloud Infrastructure - Compute - E4.Flex	B93113	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - E4.Flex	B93114	Gigabyte Per Hour
Oracle Cloud Infrastructure - Compute - E3.Flex	B92306	OCPU Per Hour
Oracle Cloud Infrastructure - Compute - E3.Flex	B92307	Gigabyte Per Hour

## V. CARBON EMISSIONS ANALYSIS

The Oracle Cloud Infrastructure Carbon Emissions Analysis dashboard is a visualization tool that allows paying Oracle Cloud Infrastructure customers to track their estimated carbon emissions footprint while using Oracle Cloud Infrastructure services. Charts and corresponding data tables are generated reflecting the selected monthly time increments, filters, and grouping dimensions.

Oracle Cloud Infrastructure Carbon Emissions Analysis uses Green House Gas (GHG) protocol guidance to automate calculating carbon emissions for Oracle Cloud Infrastructure customers' purchased goods using the power based and spend method across services based on the Oracle Clean Cloud Oracle Cloud Infrastructure Data Sheet.

The power-based method supports a subset of Oracle Cloud Infrastructure services. The

This tool is not intended to be used as a developer tool to reduce emissions. All customer carbon emissions provided by the Oracle Cloud Infrastructure Carbon Analysis dashboard and API are estimates.

## **B. ADDITIONAL LICENSES AND ORACLE LINUX TECHNICAL SUPPORT**

- For all IaaS Cloud Services, You will receive Oracle Linux Premier Support that will be provided in accordance with the Oracle Linux and Oracle VM Support Policies (<http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf>).
- For (a) all IaaS Cloud Services and (b) PaaS Cloud Services that permit direct user access to the operating system, You will receive a free license for each of the products listed on the following web page: <https://oss.oracle.com/licenses/oci-included-apps/index.html>, in each case under the terms linked for each product on that page. Oracle does not provide technical support for any of the products listed there.
- For (a) all IaaS Cloud Services and (b) PaaS Cloud Services that permit direct user access to the operating system, You will receive a free Oracle Java SE license for Your instances in the Oracle Public Cloud or in the Oracle Compute Cloud@Customer that will be provided in accordance with the Oracle Technology Network License Agreement for Oracle Java SE found here: <https://java.com/otnlicense>. You will also receive Oracle Cloud Support for Oracle Java SE for the foregoing usage and that technical support will be provided in accordance with the Oracle Hosting and Delivery Policies.
- For (a) all IaaS Cloud Services and (b) only for PaaS Cloud Services that permit direct user access to the operating system, You will receive a free Oracle GraalVM Enterprise Edition license for Your instances in the Oracle Public Cloud or in the Oracle Compute Cloud@Customer that will be provided in accordance with the Oracle Technology Network License Agreement for GraalVM Enterprise Edition found here: <https://www.oracle.com/technetwork/licenses/graalvm-otn-license-5486575.html>. You will also receive Oracle Cloud Support for Oracle GraalVM Enterprise Edition for the foregoing usage and that technical support will be provided in accordance with the *Oracle Cloud Hosting and Delivery Policies*.

## **C. ORACLE CLOUD INFRASTRUCTURE DATA CATALOG**

You may begin using the Oracle Cloud Infrastructure Data Catalog Service after Oracle has activated Your Cloud Services Account.

Oracle Cloud Infrastructure Data Catalog is a metadata management service that creates an organized, searchable inventory of data assets based on technical, business, and operational metadata. It allows users to collaborate, enrich and manage the enterprise view of data assets by capturing domain knowledge regarding the data's business meaning, context, usefulness, quality levels, origins, and policy constraints. You will be able to create and use up to 2 Data Catalogs, and if You require more, You may log an SR with Oracle Cloud Support to request additional Data Catalogs.

## **D. ORACLE CLOUD INFRASTRUCTURE DATA TRANSFER DISK**

You may begin using the Oracle Cloud Infrastructure Data Transfer Disk Service once Oracle has activated Your Cloud Services Account. To use the Oracle Cloud Infrastructure Data Transfer Disk, you must ensure that you have adequate Oracle Cloud credits to cover the cost of using Oracle Cloud resources like Oracle Cloud Object and/or Archive storage.

## **YOUR OBLIGATIONS/RESPONSIBILITIES AND PROJECT ASSUMPTIONS**

In addition to the obligations and assumptions stated in Your order, You acknowledge that Oracle's ability to perform the data uploads to your Oracle Cloud Infrastructure tenancy depends upon Your fulfillment of the following obligations and the following project assumptions.

### **YOUR OBLIGATIONS/RESPONSIBILITIES**

You are responsible and liable for compliance with all applicable export laws with respect to the Hardware and Your Content (including import declaration of value and any applicable duties, fees, penalties and taxes). You are responsible for providing the import value on the shipping documents for the Hardware and You will indemnify Oracle for any duties, fees, penalties and taxes that may be charged to Oracle or that Oracle may be required to pay on Your behalf with respect to the foregoing. You will be the exporter of the Hardware (that contains Your Content) and the importer of the Hardware (that is cleaned after after Oracle imports Your Content to Your Storage Cloud Service environment) and will provide all documentation required as such. You must obtain a Oracle Cloud Infrastructure environment and maintain it for the duration of the Data Transfer Disk Service.

You must provide and configure the Hardware per Oracle's specifications.

You must encrypt Your Content and securely copy Your Content onto the Hardware per Oracle's specifications.

You must verify that Your Content is copied to and accessible in Your Oracle Cloud Infrastructure Object or Archive storage environment and maintain a copy and backups of all Your Content until You have completed such verification.

You must appoint a primary contact with administrative access to Your Oracle Cloud Infrastructure. Once Your Content is copied to the Hardware and prior to pick up, You must 'lock' the Hardware into unusable state as specified by Oracle.

You must not copy to the Hardware or provide Oracle with or access to or any health, payment card or similarly sensitive personal information that imposes specific data security obligations for the processing of such data unless expressly allowed and specified in Your order.

You must maintain a copy of the data being migrated to the Oracle Cloud Infrastructure until migration is complete and You have verified the data as being complete and accessible in Your Oracle Cloud Infrastructure environment

You will cooperate with Oracle to the extent there is any inquiry or information required in connection with any governmental audit (e.g., tax or customs audit) with respect to the Hardware, the Data Transfer Disk Services and the terms set forth in this section.

You will indemnify and hold harmless Oracle for any taxes, duties, fees, including any interest, penalty, cost associated with defending claims that are assessed or incurred respect to the Hardware, the Data Transfer Disk Services and the terms set forth in this section.

### **PROJECT ASSUMPTIONS**

All Data Transfer Disk Services will be delivered in English. All Data Transfer Disk Services will be delivered remotely.

Your Content is migrated from the Hardware to Your Oracle Cloud Infrastructure Environment as-is. Oracle does not guarantee that all of Your Content will be copied. Oracle will provide You with a Transfer Log which lists which files were successfully copied.

Files with the same name on the Hardware and on Your Oracle Cloud Infrastructure environment will be overwritten in Your Oracle Cloud Infrastructure environment.

The flattened path of each file must be less than 1024 characters. Oracle will not import files with flattened paths larger than 1024 bytes.

Oracle has no responsibility for set-up of Your internal computing environment, including such items as installation of networking software, internet software and connection.

Oracle is not liable for any damage to the Hardware while in transit to or from Oracle.

Oracle is not responsible for any data (including Your Content) on the Hardware that is lost or damaged nor for any associated data restoration.

## **EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Hardware (including any integrated software and operating system(s)) and Your Content. You agree that such export laws govern the Hardware (including any integrated software and operating system(s)) and Your Content and any services deliverables provided, and You agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no information, nor the Hardware (including any integrated software and operating system(s)), nor Your Content and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on packing lists, commercial invoices, shipping documents and other documents involved in the transfer, export or re-export of the Hardware (including any integrated software and operating system(s)): ‘These commodities, technology, software or hardware (including any integrated software and operating system(s)) were exported in accordance with U.S. Export Administration Regulations and applicable export laws. Diversion contrary to applicable export laws is prohibited.

## **F. ORACLE CLOUD INFRASTRUCTURE CONSOLE**

The Oracle Cloud Infrastructure console (the “**Console**”) is the simple and intuitive web-based user interface that You can use to access and manage Oracle Cloud Infrastructure resources. The Console is accessible via regional \*.oraclecloud.com URLs. From the Console, You can navigate to Oracle Cloud Infrastructure Services and manage account and user settings.

All customers with an active Oracle Cloud Services Account can access the Console by using a supported web browser. When You sign up to use Oracle Cloud Infrastructure Services, You receive a customized, regional \*.oraclecloud.com URL for Your organization. For the list of supported browsers and information about how to sign in, see [Signing In to the Console](#) in the Oracle Cloud Infrastructure documentation.

## **G. ORACLE CLOUD INFRASTRUCTURE CLOUD SHELL**

Oracle Cloud Infrastructure Cloud Shell is a web browser-based terminal available from the Console. Oracle Cloud Infrastructure Cloud Shell provides access to a Linux shell with a pre-authenticated Oracle Cloud Infrastructure CLI and key development tools for following Oracle Cloud Infrastructure Service tutorials and labs. Oracle Cloud Infrastructure Cloud Shell is a feature available to all Oracle Cloud Infrastructure users and is accessible from the Console.

Oracle Cloud Infrastructure Cloud Shell currently includes 5 gigabytes of backing storage for the user's home directory. Any changes that a user makes in its home directory will be persisted to a volume stored in the home region of Your tenancy, encrypted at rest.

## **ACCESS AND USAGE**

Oracle Cloud Infrastructure Cloud Shell currently is a free Service. Administrators are required to grant user access to Oracle Cloud Infrastructure Cloud Shell with a valid IAM policy. Use of Oracle Cloud Infrastructure Cloud Shell is limited to a specified number of hours per month. When users reach the hourly limit for their tenancy, they will receive a notification in Oracle Cloud Infrastructure Cloud Shell. Users can view their tenancy limit and current usage from settings for Oracle Cloud Infrastructure Cloud Shell. Oracle Cloud Infrastructure Cloud Shell is meant for OCI Digital Media Services are usage based Services that are billed on a monthly basis based on successful tasks that are performed by Media Flow and Media Streams use, engaging with Oracle Cloud Infrastructure resources. After a period of inactivity, users will receive a notification that their session will be disconnected.

"If there is no access to a user's Oracle Cloud Infrastructure Cloud Shell for six months, Oracle may delete that user's home directory storage. The tenant admin will receive a notification warning (via email and/or via the Console) that the user's storage will be removed, and the content residing therein deleted and unrecoverable without further notice, in 60 days, unless the user logs in to the Console and accesses Oracle Cloud Infrastructure Cloud Shell. In order to ensure that the tenant admin receives the notification, You need to ensure that email and related contact information for the tenant admin is kept up to date and that the tenant admin checks the Console for notifications; if the information is not kept up to date and/or the tenant admin does not check the Console for notifications, the tenant admin may not see or receive the notification. In those situations, Oracle has no responsibility if Oracle chooses to delete storage after the specified time period. In addition, You are responsible for advising Your users of the Oracle Cloud Infrastructure Cloud Shell of the requirements and limitations applicable to the Service, including risk of deletion of their content residing therein in the event of an extended inactivity period or expiration of the tenancy of Your Cloud Services. Oracle Cloud Infrastructure Cloud Shell collects general usage information about the Service, but does not log or collect any information from the user's Oracle Cloud Infrastructure Cloud Shell terminal session. Oracle reserves the right to disconnect and terminate CPU-intensive or memory-intensive long running Oracle Cloud Infrastructure Cloud Shell user sessions.

## **4. SERVICES AVAILABLE VIA THE ORACLE CLOUD MARKETPLACE**

### **A. ORACLE CLOUD SERVICES DELIVERED VIA THE ORACLE CLOUD MARKETPLACE**

During the Services Period of Your order, You may also apply purchased PAYG, Annual or Monthly Universal Credits, as applicable, towards the usage of eligible Oracle IaaS and PaaS Cloud Services

that are available via the Oracle Cloud Marketplace (the “**Marketplace**”) found here: [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jspx](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jspx).

To get started, select “Marketplace” from the Oracle Cloud navigation bar, select the appropriate listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create. Your use of the Cloud Services will be billed in accordance with the applicable Service Specifications.

## **B. THIRD PARTY PRODUCTS AVAILABLE VIA THE ORACLE CLOUD MARKETPLACE**

Third party products are available for You to download or otherwise deploy or provision via the Marketplace . These third party products may be available to facilitate deployment of an offering for which You have received a right from the third party via the Marketplace where (1) Your payment of fees for such use is to be directly arranged with the third party or (2) where Your payment will be paid to Oracle as described below. In the case of scenario (2), Oracle will pay the third party for Your purchase and/or use subject to the following terms.

Some third party products which are deployable via the Marketplace will be deployable only into your own Oracle Cloud Infrastructure tenancy; other third party products which are deployable via the Marketplace may be deployable by you to an Oracle Cloud Infrastructure tenancy of the applicable third party that listed the third party product. Your payment obligations described in this section (Services Available via the Oracle Cloud Marketplace) apply in either case. In the event that a third party product which you acquire via the Marketplace runs in the deployed ISV Tenancy, any terms or commitments (e.g., service level agreements, warranties, etc.) involving obligations of Oracle related to such ISV Tenancy are solely between the third party and Oracle, and are not provided under the terms of any agreement between you and Oracle (e.g., your Oracle Cloud Services Agreement or your own order for Oracle Cloud Infrastructure services).

Except with respect to private offers (discussed below), third party products will be listed on the Marketplace with a unique SKU and metric. If You deploy the third party product and You are a customer domiciled in the Drawdown Countries specified below, You will apply Oracle PaaS and IaaS Universal Credits and the amount You apply will be charged against Your Cloud Services Account in accordance with Your billing terms for the Oracle PaaS and IaaS Universal Credits; if You do not have Oracle PaaS and IaaS Universal Credits against which the third party products may be charged, then Oracle will invoice You in arrears for Your usage of that product. If You deploy the third party product and You are a customer domiciled outside the Invoice Countries specified below, Oracle will invoice You in arrears for Your usage of that product.

### **Countries Enabled for Universal Credits Drawdown (“Drawdown Countries”):**

United States, Brazil, Canada, Chile, Colombia, Mexico, United Kingdom, Australia, Austria, France, Germany, Ireland, Italy, Luxembourg, Netherlands, Spain, Switzerland, Portugal, Sweden, Belgium, Czechia, Denmark, Finland, Lithuania, Poland, Greece, Romania, United Arab Emirates, Saudi Arabia, Latvia, Cyprus, Slovakia, Hungary, Norway, Israel, Malaysia, South Korea, New Zealand, Bahrain, Hong Kong, Singapore, Bosnia, Herzegovina, Estonia, and Bulgaria.

### **Countries Enabled for Invoice Only (“Invoice Countries”):**

Japan\* (\*limited to NRI Dedicated Region data center)

The following additional terms apply to Your acquisition and use of third party products via the Marketplace:

- If Your Credit Period type is an Annual Universal Credit type or a Monthly Universal Credit type and You are a customer domiciled in a Drawdown Country, then You may apply during the Services Period of Your order in the aggregate (across all of Your purchases during the Services Period that apply Oracle PaaS and IaaS Universal Credits) no more than fifteen (15%) of Your monthly commit amount or annual commit amount, as applicable, towards Your acquisition of third party offerings, including private offers.
- Private offers are a type of third party offering whereby the Marketplace functionality allows the third party to create a customized third party offering solely for You, for which Oracle will act as the billing processor. Subject to the preceding section, if You purchase a private offer and You are a customer domiciled a Drawdown Country, You will apply Oracle PaaS and IaaS Universal Credits to that purchase (to the extent You have Oracle PaaS and IaaS Universal Credits eligible for use at that time) and the amount You apply will be charged against Your Cloud Services Account in accordance with Your billing terms for the Oracle PaaS and IaaS Universal Credits at the time of Your purchase of the private offer. If You purchase a private offer and You do not have Oracle PaaS and IaaS Universal Credits against which the third party offering may be charged in full in accordance with the preceding sentence, then Oracle will invoice You, at that time or (at Oracle's discretion) at the time Oracle would ordinarily issue an invoice for overages incurred during the relevant monthly usage cycle, for the entire amount (or remaining balance, to the extent any Oracle PaaS and IaaS Universal Credits were applied in accordance with the preceding sentence) owed for the private offer.
- As part of the Marketplace process, You will be required to accept the third party's terms and conditions that will govern solely the use of the third party offering, including but not limited to any warranty or similar provisions. Each third party is solely responsible for all support for its offering (as applicable). You will need to contact the applicable third party using its support contact information posted with its offering on the Marketplace with any support inquiries You may have about the applicable third party's offering. Oracle's sole responsibility with respect to third party offerings acquired under the terms of this section is to provide the billing processing.
- Changes in pricing, availability, retirement or end of life for third party offerings is solely at the discretion of the third party. In the event the third party ceases to make its third party offering available through the Marketplace, You agree that You will remove, delete and cease using that third party offering unless You obtain rights to continue to use the applicable third party offering directly from the third party (i.e., not through the Marketplace).
- Each third party is solely responsible for its refund policy for its offering. If You have refund inquiries, please contact the applicable third party.
- Third party offerings are not available in all countries and in all currencies.
- Oracle has the right to suspend Your ability to download third party offerings if You fail to pay Your invoices from Oracle when due.
- If You choose to acquire a third party offering through the Marketplace, Oracle may share Your Marketplace-related account contact information (such as administrator name and

email address) with the relevant third party for purposes of enabling the third party to contact You based on Your acquisition or use of the third party offering. You are solely responsible for ensuring that any individuals whose personal information is contained in Your Marketplace-related account contact information have consented to such information being shared in this regard, and You agree to provide Oracle with verification of the same upon Oracle's request. Oracle may also share details about Your acquisition or usage of the third party offering, as well as Your related payment terms and payment status, with the relevant third party.

- ORACLE SHALL NOT HAVE ANY LIABILITY FOR THIRD PARTY OFFERINGS FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO RELIANCE, COVER, OR ANY LOSS OF REVENUE, PROFITS, SALES, DATA, DATA USE, GOODWILL, OR REPUTATION, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ORACLE'S LIABILITY FOR DAMAGES RELATING IN ANY WAY TO THIRD PARTY OFFERINGS OR CONDUCT IN FURTHERANCE HEREOF UNDER ANY LEGAL THEORY, WHETHER IN CONTRACT, TORT, PRODUCT LIABILITY, BREACH OF IMPLIED DUTY, OR OTHERWISE, SHALL NOT EXCEED \$500.

### **C. COMMUNITY APPLICATIONS AVAILABLE VIA THE ORACLE CLOUD MARKETPLACE**

Community Applications are software images that You make available to third parties to download via the Marketplace ("**Community Applications**") at no charge. You agree that You will only upload, share, post, publish, transmit, or otherwise make available ("**Share**") on or through the Marketplace, Community Applications that You have the right and authority to Share and for which You have the right and authority to grant to Oracle all of the licenses and rights set forth herein. By Sharing Community Applications, You grant Oracle a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, fully sublicensable license to use, reproduce, modify, adapt, translate, publish, publicly perform, publicly display, broadcast, transmit and distribute the Community Applications for any purpose and in any form, medium, or technology now known or later developed. This includes, without limitation, the right to incorporate or implement the Community Applications into any Oracle product or service, and to display, market, sublicense and distribute the Community Applications as incorporated or embedded in any product or service distributed or offered by Oracle without compensation to You. You warrant that: (a) You have the right and authority to grant this license; (b) Oracle's exercise of the rights granted pursuant to this license will not infringe or otherwise violate any third party rights; and (c) all so-called moral rights in the Community Applications that You Share have been waived to the full extent allowed by law.

You are responsible for Your Community Applications however Oracle may reject Community Applications for any reason. You will establish the license rights and other terms governing third parties' use of Your Community Applications; provided, however, that the terms governing use of Your Community Applications by third parties shall not purport to modify the Oracle terms that govern third parties' use of Oracle Cloud Services that may be used in conjunction with Your Community Applications. You will ensure that all information that You display about Community Applications is, at all times, accurate, complete, not misleading, and in compliance with applicable law. Oracle is not responsible for reviewing Your Community Applications, however, Oracle may, at its option, review and test Your Community Applications at any time, including

for security-related concerns and You will cooperate with Oracle's review and testing.

- Terms on the Console – When the customer creates its Community Applications listing, before it clicks on 'Save Changes' to publish the image it must check the box with the following statement:

"I represent that I have the right and authority to share this Community Application in accordance with my agreement with Oracle applicable to the Services and with the related Service Specifications."

## 5. ORACLE DATABASE SERVICE FOR AZURE (ODSA)

Oracle Database Service for Azure (ODSA) is a Cloud Service that enables Microsoft Azure customers to link their Azure account to a new or existing Oracle Cloud Infrastructure tenancy. Customers can then provision and consume Oracle database Services, through an Azure-like experience, using their Azure credentials. **Oracle Database Service for Azure** can be used to provision Exadata Cloud Service, Autonomous Database, and Virtual Machine Databases. Once provisioned, Oracle Database Services integrate with various Azure tools for monitoring, alerting, and lifecycle management.

ODSA requires an Oracle Cloud Infrastructure account and billing relationship but uses Your Azure credentials in Your Oracle Cloud Infrastructure account. ODSA provisions certain resources in Oracle Cloud Infrastructure and Azure, and uses the Azure Interconnect to deliver connectivity between the two platforms. The provisioned Oracle database appears like local, private resources accessible only to Your Azure applications.

ODSA eliminates many of the complexities of wiring Azure applications into the high performing Oracle proprietary database products available only through Oracle Cloud Infrastructure. Customers must have a business relationship with Oracle, but they are not forced to learn and use the Oracle Cloud Infrastructure console. ODSA sends database performance data to Azure Application Insights, as well as database and event logs into Azure Log Analytics. This allows You to leverage familiar cloud tools to maintain an overall view of Your application environment.

### MEASUREMENT AND USAGE

**For the purposes of Oracle Database Service for Azure**, You will be charged underlying Oracle Database usage fees for Your **Oracle Database Service for Azure**. The underlying Oracle Cloud Database SKUs are the following:

- Oracle Cloud Infrastructure – Database Exadata Infrastructure – Quarter Rack – X8M B92380
- Oracle Cloud Infrastructure – Database Exadata Infrastructure – Database Server – X8M B92381
- Oracle Cloud Infrastructure – Database Exadata Infrastructure – Storage Server – X8M B92382
- Oracle Cloud Infrastructure – Autonomous Data Warehouse – Dedicated – B92182
- Oracle Cloud Infrastructure – Autonomous Transaction Processing – Dedicated – B92181
- Oracle Cloud Infrastructure – Autonomous Data Warehouse Serverless – B89040
- Oracle Cloud Infrastructure – Autonomous Transaction Processing Serverless – B90453
- Oracle Base Database Service – Standard – B90569
- Oracle Base Database Service – Enterprise- B90570



monthly costs and usage in Oracle Cloud Infrastructure ( for more information, see: [https://docs.oracle.com/en-us/iaas/Content/GSG/Concepts/costs.htm#Checking\\_Your\\_Balance\\_and\\_Usage](https://docs.oracle.com/en-us/iaas/Content/GSG/Concepts/costs.htm#Checking_Your_Balance_and_Usage)).

You are responsible for managing and maintaining the database resources that You provision in the ODSA portal. These include instances of Oracle Exadata Cloud Service, Oracle Database Cloud Service, MySQL Heatwave Virtual Machine Database, Autonomous Database Serverless and Autonomous Database on Dedicated Infrastructure.













#### Conversion Ratios:

- For each supported Processor license You may activate up to 2
- For every 25 supported Named User Plus licenses You may activate 1 OCPU of the above referenced BYOL Cloud Service.

Any of the following supported program licenses may be aggregated to meet the conversion ratio above.

- Business Intelligence Suite Foundation Edition; OR
- Business Intelligence Suite Extended Edition; OR
- Oracle Business Intelligence Foundation Suite; OR
- Oracle Business Intelligence Suite Enterprise Edition Plus; OR
- Oracle Business Intelligence Enterprise Edition

## ORACLE APPLICATION DEVELOPMENT CLOUD SERVICES

Oracle Blockchain Platform Cloud Service	Part #	Note	Metric
Oracle Blockchain Platform Cloud - Standard	B92302		OCPU Per Hour
Oracle Blockchain Platform Cloud - Enterprise	B92303		OCPU Per Hour
Oracle Blockchain Platform Cloud - Storage	B92304		Terabyte Storage Capacity PerMonth
Oracle Blockchain Platform Cloud – Digital Assets	B109565		OCPU Per Hour
<b>Oracle Blockchain Enterprise Edition</b>			
Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure	B109545		OCPU Per Hour
<b>Oracle APEX Application Development</b>			
Oracle APEX Application Development - ECPU	B99709	4	ECPU Per Hour
Oracle APEX Application Development - Free	B93320	4	OCPU Per Hour

<b>Oracle Tuxedo</b>			
Oracle Tuxedo for Oracle Cloud Infrastructure	B96582		OCPU Per Hour
Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure	B96583		OCPU Per Hour
Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure	B96584		OCPU Per Hour
<b>Oracle Visual Builder Studio Service</b>			
Oracle Visual Builder Studio - Additional Storage	B90203		Gigabyte Storage Capacity Per Month
<b>Oracle Mobile Hub Cloud Service</b>			
Oracle Mobile Hub Cloud Service	B90304	1	Request *requires a minimum of 500 Requests per hour
<b>Oracle Digital Assistant Cloud Service</b>			
Oracle Digital Assistant Cloud Service	B90260		Request
<b>Oracle Visual Builder</b>			
Oracle Visual Builder	B89646		OCPU Per Hour
<b>Oracle WebLogic Cloud Service</b>			
Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure	B91346	3	OCPU Per Hour
Oracle WebLogic Suite for Oracle Cloud Infrastructure	B91347	3	OCPU Per Hour
Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes	B92913	3	OCPU Per Hour
Oracle WebLogic Suite for Oracle Cloud Infrastructure Container Engine for Kubernetes	B92914	3	OCPU Per Hour
<b>Oracle WebCenter for Oracle Cloud Infrastructure</b>			
WebCenter Content For Oracle Cloud Infrastructure	B108783		OCPU Per Hour
WebCenter Universal Content Management For Oracle Cloud Infrastructure	B108784		OCPU Per Hour
WebCenter Imaging For Oracle Cloud Infrastructure	B108776		OCPU Per Hour

WebCenter Enterprise Capture For Oracle Cloud Infrastructure	B108777		OCPU Per Hour
WebCenter Enterprise Capture Standard Edition For Oracle Cloud Infrastructure	B108778		OCPU Per Hour
WebCenter Sites For Oracle Cloud Infrastructure	B108779		OCPU Per Hour
WebCenter Sites Satellite Server For Oracle Cloud Infrastructure	B108780		OCPU Per Hour
WebCenter Portal For Oracle Cloud Infrastructure	B108781		OCPU Per Hour
WebCenter Forms Recognition For Oracle Cloud Infrastructure	B108782		OCPU Per Hour
<b>Oracle Cloud Infrastructure Service Connector Hub</b>			
Oracle Cloud Infrastructure Service Connector Hub	N/A		N/A
<b>Oracle Backend for Spring Boot</b>			
Oracle Backend for Spring Boot and Microservices - Standard Edition - Marketplace	B108130	3	Each
<b>Oracle Blockchain Platform Cloud Service - BYOL</b>			
Oracle Blockchain Platform Cloud – Enterprise - BYOL	B92305		OCPU Per Hour

## Note

- 1: Limited Availability - This Cloud Service may not be available in all data center regions.
- 2: Limited Availability: This Cloud Service may not be available in all data center regions, and may be provided on a limited basis for any new orders; the successor to this Cloud Service is detailed in Appendix A.
- 3: This Cloud Service is available on the Oracle Cloud Marketplace.

## DESCRIPTIONS

The **Oracle Blockchain Platform Cloud Service** provides a pre-assembled platform on Oracle Cloud for building and running chaincode and for maintaining a distributed ledger for business transactions. With the Oracle Blockchain Cloud Service users can create a new blockchain network or join an existing blockchain network which is ready for chaincode deployment. Chaincode functions, also known as transactions, can be invoked from end-user applications via private channels. Users are also authorized to perform tasks related to administration and monitoring of the network.

**Oracle Blockchain Platform Cloud Service – Digital Assets** provides a pre-assembled blockchain platform with additional features to generate and deploy fungible and non-fungible tokenization chaincodes for digital currency and digital assets with confidential transactions and

role-based access control, ability to generate and deploy wrapper APIs to expose token lifecycle and supporting operations enabling users to create and join permissioned blockchain networks supporting issuance and exchange of multiple regulated asset classes.

The **Oracle Blockchain Platform Cloud Service – Standard** is subject to the following usage limits per Blockchain Platform instance:

- Up to sixteen (16) peer nodes and up to seven (7) ordering service nodes on up to one (1) virtual machine. One blockchain network can have multiple Blockchain Platform instances.
- The storage capacity is used to store transaction ledgers for all channels, state of the world, transaction history database, chaincode, and other data, such as configuration files, etc. Up to fifty (50) GB of block storage capacity is included in Oracle Blockchain Platform Cloud Service – Standard.

The **Oracle Blockchain Platform Cloud Service – Enterprise, Oracle Blockchain Platform Cloud Service – Enterprise – BYOL and Oracle Blockchain Platform Service – Digital Assets** are subject to the following usage limits per Oracle Blockchain Platform Cloud Service instance:

- Up to sixteen (16) peer nodes and up to seven (7) ordering service nodes on up to ten (10) virtual machines. One blockchain network can have multiple Oracle Blockchain Platform Cloud Service instances.

The storage capacity is used to store transaction ledgers for all channels, state of the world, transaction history database, chaincode, and other data, such as configuration files. Up to one hundred fifty (150) gigabytes of block storage capacity is included. You may set the number of additional TBs for Your Oracle Blockchain Platform Cloud Service instance via API or via the Oracle Blockchain Cloud Service console and pricing is TB/month consumed until the Oracle Blockchain Platform Cloud Service instance is deleted.

**Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes** supports simplified provisioning of Oracle Blockchain Platform configurations for development, deployment and monitoring of permissioned blockchain applications on Oracle Cloud Infrastructure running in Kubernetes, leveraging Oracle Cloud Infrastructure Container Engine for Kubernetes.

Support is provided for full use of Oracle Blockchain Platform features to create and manage Your blockchain network, build and deploy custom blockchain smart contracts, and maintain a tamper-proof distributed ledger. With the Oracle Blockchain Platform, users can create a new or join an existing Hyperledger Fabric blockchain network, which is ready for chaincode deployment. Chaincode functions, also known as transactions, can be invoked from end-user applications on private channels via REST APIs and via Hyperledger Fabric client SDKs. Users are also authorized to perform tasks related to administration and monitoring of the network. Developers are authorized to install and use Blockchain App Builder component for auto-generation of chaincodes and their deployment and testing.

The **Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes** service depends on Oracle Cloud Infrastructure Compute Cloud Services and Oracle Cloud Infrastructure Block Storage Cloud Services, and Oracle Cloud Infrastructure Load Balancer are typically required for Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes applications, and must be purchased and provisioned separately, as may be required for Your environment.

To get started with **Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes**, select “Marketplace” from the Oracle Cloud navigation bar on [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jsp](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jsp) and select the **Oracle Blockchain Platform Enterprise Edition for Oracle Cloud Infrastructure Container Engine for Kubernetes** listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create.

**Oracle APEX Application Development** delivers Oracle Application Express (APEX) as a managed Cloud Service. It adds to APEX important benefits of Oracle Autonomous Database (ADB) and Oracle Cloud Infrastructure (OCI). This Cloud Service provides APEX with an Oracle Autonomous Transaction Processing Serverless (ATP-S) database and a managed middle tier.

The included database, which hosts APEX and its corresponding applications and data, is fully elastic. You specify the number of Cloud Service ECPUs or OCPUs and the database storage capacity. If you are using OCPUs, then You must use Oracle Autonomous Transaction Processing – Exadata Storage for the storage. If You are using ECPUs, then You must use Oracle Autonomous Database Storage for Transaction Processing for the storage. At any time, You may scale, increase, or decrease any ECPUs or OCPUs or storage capacity without incurring downtime.

The included middle-tier exposes APEX over HTTPS and also provides tools such as Oracle REST Data Services (ORDS) and SQL Developer Web (SDW). You may use these extra tools only in support of APEX applications. For example, You may create custom REST endpoints on application data using SDW or APEX. You are prohibited from any ORDS usage that directly accesses the pre-configured REST-SQL endpoint (with URL ending in /sql).

Control of Oracle APEX Application Development is available from Console, CLI, and APIs. For APEX applications that are deployed in APEX, SDW, and customer-defined REST endpoints, You may access these directly from their individual URLs.

**Oracle APEX Application Development - Free** is subject to the following quantities: 1 OCPU Per Hour.

**Oracle Tuxedo for Oracle Cloud Infrastructure** supports simplified provisioning of Oracle Tuxedo configurations for development, deployment and monitoring of Oracle Tuxedo applications on Oracle Cloud Infrastructure. Support is provided for full use of Oracle Tuxedo features to build custom transactional applications. Oracle Tuxedo for Oracle Cloud Infrastructure includes Oracle Tuxedo features such as clustering, integration with external databases, messaging APIs, and management and monitoring through the Oracle Tuxedo command line tools as well as through the Tuxedo Management Information Base and the Tuxedo scripting tool.

**Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure** includes the following Oracle Tuxedo add-on products (in addition to the features included in Oracle Tuxedo for Oracle Cloud Infrastructure) to allow builds of custom transactional and web applications:

- Oracle Tuxedo Jolt
- Oracle Tuxedo Advanced Performance Pack
- Oracle Tuxedo Services Architecture Leveraging Tuxedo (SALT)
- Oracle Tuxedo System and Applications Monitor (TSAM) Plus

- Oracle Tuxedo Mainframe Adapter for SNA
- Oracle Tuxedo Mainframe Adapter for TCP

Oracle Tuxedo for Oracle Cloud Infrastructure depends on Oracle Cloud Infrastructure Compute Cloud Services and Oracle Cloud Infrastructure Block Storage Cloud Services.

To get started with Oracle Tuxedo for Oracle Cloud Infrastructure, select “Marketplace” from the Oracle Cloud navigation bar on [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jspx](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jspx) and select the Oracle Tuxedo for Oracle Cloud Infrastructure listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create.

Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure depends on Oracle Cloud Infrastructure Compute Cloud Services and Oracle Cloud Infrastructure Block Storage Cloud Services.

To get started with Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure, select “Marketplace” from the Oracle Cloud navigation bar on [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jspx](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jspx) and select the Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create.

**Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure** includes the following Oracle Tuxedo add-on products (in addition to the features included in Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure) to allow builds of custom transactional and web applications:

- Oracle Tuxedo Application Runtime for Batch
- Oracle Tuxedo Application Runtime for CICS and Batch
- Oracle Tuxedo Application Runtime for IMS
- Oracle Tuxedo Application Rehosting Test Manager

Oracle Tuxedo for Oracle Cloud Infrastructure depends on Oracle Cloud Infrastructure Compute Cloud Services and Oracle Cloud Infrastructure Block Storage Cloud Services.

To get started with Oracle Tuxedo for Oracle Cloud Infrastructure, select “Marketplace” from the Oracle Cloud navigation bar on [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jspx](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jspx) and select the Oracle Tuxedo for Oracle Cloud Infrastructure listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create.

Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure depends on Oracle Cloud Infrastructure Compute Cloud Services and Oracle Cloud Infrastructure Block Storage Cloud Services.

To get started with Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure, select “Marketplace” from the Oracle Cloud navigation bar on [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jspx](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jspx) and select the Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create.

Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure depends on Oracle Cloud Infrastructure Compute Cloud Services and Oracle Cloud Infrastructure Block Storage Cloud Services.

To get started with Oracle Tuxedo Mainframe Modernization Runtimes for Oracle Cloud Infrastructure, select “Marketplace” from the Oracle Cloud navigation bar on [https://cloudmarketplace.oracle.com/marketplace/en\\_US/homePage.jspx](https://cloudmarketplace.oracle.com/marketplace/en_US/homePage.jspx) and select the Oracle Tuxedo Enterprise Edition for Oracle Cloud Infrastructure listing and the version You wish to use, and You will be prompted to provide details on the configuration You wish to create.

The **Oracle Container Pipelines Cloud Service** comprises the following components: a local command line interface (CLI), the online console for running continuous integration and continuous delivery of container-based applications, a container image registry called “Releases,” a Kubernetes cluster management and operations console called Clusters, and application programming interfaces for all of these capabilities.

**The Oracle Visual Builder Studio (VB Studio)** is a DevOps and lifecycle management tool, fully integrated with Oracle Cloud Applications and the Services provided by Oracle Cloud Infrastructure.

With VB Studio, you get:

- Repositories for hosting code in Git
- Repositories for hosting binaries, such as Maven dependencies
- Continuous integration service for automated build and test
- Continuous delivery service that tightly integrates with Oracle Cloud Applications
- Agile boards and an issue tracking system for tracking sprints, tasks, defects, and features

VB Studio provides the infrastructure to help you build and deploy bespoke apps using any web programming language you choose. If you have Oracle Cloud Applications built with VB Studio and JET, you can create *application extensions* to customize those applications to meet your business needs and deploy those extensions directly to your Oracle Cloud Application instance.

The **Oracle Java Cloud Service** provides a cloud-based application server (Oracle WebLogic Server with automated customer-controlled provisioning, backup, patching, scaling with cloud tooling) designed to support any Java application. You may use the Oracle Java Cloud Service through the Oracle Java Cloud Service console.

The **Oracle Mobile Hub Cloud Service (OMHCS)** is a platform that helps You to build engaging mobile, web and bot applications. OMHCS provides all the tools to build these experiences and adds contextual services based on the platform. OMHCS introduces conversation interactions via the chatbots functionality that is powered by AI. OMHCS insights tools give You deep insights into user adoption and behavior so that You may personalize Your engagement with Your end users and may ensure that everything is running at peak performance. OMHCS provides up to 100 gigabytes capacity for applications and data.

Users of the Oracle Mobile Hub Cloud Service are authorized to access the following modules or features:

- Mobile core services such as push notification, storage, location, data offline and sync
- Custom API designer and implementations
- Connectors
- Administration and lifecycle

**Oracle Digital Assistant Cloud Service** introduces conversation interactions via the chatbots functionality that is powered by AI, called Digital Assistants. Oracle Digital Assistant Cloud Service consumes a minimum of 250 requests per hour. Users of Oracle Digital Assistant Cloud Service are authorized to access the following modules or features:

- AI-powered natural language processing (NLP) for intent and entity detection
- Deployment of bots to multiple channels, abstracting the differences
- Bots Builder UI for defining intents, entities, conversation flows, and channel configuration
- Integration with backend applications and data through custom components
- Instant apps designer and runtime
- Oracle Voice

**Oracle Visual Builder** is a cloud-based, low-code application development solutions for creating, extending, and customizing business applications. Users may create and publish hosted web applications that work on mobile devices and web browsers through visual development of UI, Business Objects, and Business Logic. Oracle Visual Builder is based on an extensible, standardsbased, component architecture and supports the integration and extension of Oracle PaaS and SaaS Cloud Services as well as third-party REST-based services. This includes the ability to create, copy, edit, and delete applications in the Oracle Visual Builder, as well as to version, stage, and publish those applications as part of application lifecycle management.

As part of Oracle Visual Builder, any number of authenticated users may be granted a role authorizing access to development tools for this Oracle Cloud Service and may develop and publish any number of applications. Any number of authenticated and unauthenticated users may access a published application. Additionally, any number of API calls may be made to published APIs provided by this Oracle Cloud Service or by published applications. Service performance may be affected by the number of users, by the number of API calls, and by the service configuration, such as the number of OCPUs utilized.

Oracle Visual Builder allows application developers to create and host applications along with custom data needed for those applications. You are responsible for the content of these applications and data. Oracle Visual Builder provides up to 5 gigabytes of capacity for applications and data. Application developers may upload static resources (including, but not limited to images, JavaScript files, CSS files, and HTML files). These static resources are not executed on Oracle's servers. Application developers may create applications that consume REST services exposed by other non-Oracle cloud services (including products subject to different hosting and delivery policies and terms of service). You are responsible for ensuring that Your use of these non-Oracle cloud services complies with the policies and terms that govern the use of these services.

The **Oracle WebLogic Server Enterprise Edition for Oracle Cloud Infrastructure** service supports simplified provisioning of Oracle WebLogic Server configurations for development, deployment and monitoring of Enterprise Java applications on Oracle Cloud Infrastructure.

































































































































































































































































































































































































































































































































- Engage in or facilitate any action or generate any content that infringes, misappropriates, or otherwise violates any third-party rights, including the outputs or results of any products or services using the Llama Materials
  - Create, generate, or facilitate the creation of malicious code, malware, computer viruses or do anything else that could disable, overburden, interfere with or impair the proper working, integrity, operation or appearance of a website or computer system
- Engage in, promote, incite, facilitate, or assist in the planning or development of activities that present a risk of death or bodily harm to individuals, including use of Llama 3.1 related to the following:
  - Military, warfare, nuclear industries or applications, espionage, use for materials or activities that are subject to the International Traffic Arms Regulations (ITAR) maintained by the United States Department of State
  - Guns and illegal weapons (including weapon development)
  - Illegal drugs and regulated/controlled substances
  - Operation of critical infrastructure, transportation technologies, or heavy machinery
  - Self-harm or harm to others, including suicide, cutting, and eating disorders
  - Any content intended to incite or promote violence, abuse, or any infliction of bodily harm to an individual
- Intentionally deceive or mislead others, including use of Llama 3.1 related to the following:
  - Generating, promoting, or furthering fraud or the creation or promotion of disinformation
  - Generating, promoting, or furthering defamatory content, including the creation of defamatory statements, images, or other content
  - Generating, promoting, or further distributing spam
  - Impersonating another individual without consent, authorization, or legal right
  - Representing that the use of Llama 3.1 or outputs are human-generated
  - Generating or facilitating false online engagement, including fake reviews and other means of fake online engagement
- Fail to appropriately disclose to end users any known dangers of your AI system

Please report any violation of this Policy, software “bug,” or other problems that could lead to a violation of this Policy through one of the following means:

- Reporting issues with the model: <https://github.com/meta-llama/llama-models/issues>
- Reporting risky content generated by the model: [developers.facebook.com/llama\\_output\\_feedback](https://developers.facebook.com/llama_output_feedback)
- Reporting bugs and security concerns: [facebook.com/whitehat/info](https://facebook.com/whitehat/info)
- Reporting violations of the Acceptable Use Policy or unlicensed uses of Llama 3.1: [LlamaUseReport@meta.com](mailto:LlamaUseReport@meta.com)

## Appendix F

As a condition to installing or accessing the specified Llama software and associated Oracle Cloud Services, You agree to comply with the terms in the following Llama 3.2 License Agreement and Acceptable Use Policy which includes the “Glossary of Terms” (the “Llama 3.2 License Agreement and AUP”). Nothing in the Llama 3.2 License Agreement and AUP relieves Oracle’s obligation to deliver the Availability Service Level Agreement for the associated Oracle Cloud Services in accordance with the terms of Your agreement for such Cloud Services.

Applicable to Oracle’s U.S. Government Customers, in the event of any conflicts between the EULA and the U.S. Government Contract, the U.S. Government Contract's Schedule of Services, Assignments, Disputes, Payments, Invoice, Other Compliances, mandatory Compliance with Laws Unique to Government Contracts, and prohibitions of Unauthorized Obligations clauses will take precedence over the EULA.

By installing or accessing the specified Llama software and associated Oracle Cloud Services, You confirm that You are:

- Not an individual domiciled in the European Union
- Not representing a company with its principal place of business located in the European Union or whose parent company has its principal place of business located in the European Union
- Not representing a company that has, on the Llama 3.2 version release date, greater than 700 million monthly active users in the preceding calendar month of products or services made available by such company or company’s affiliates

This confirmation is required in accordance with the Llama 3.2 Community License Agreement and the Llama 3.2 Acceptable Use Policy.”

### **Llama 3.2 License Agreement and AUP LLAMA 3.2 COMMUNITY LICENSE AGREEMENT**

Llama 3.2 Version Release Date: September 25, 2024

“Agreement” means the terms and conditions for use, reproduction, distribution and modification of the Llama Materials set forth herein.

“Documentation” means the specifications, manuals and documentation accompanying Llama 3.2 distributed by Meta at <https://www.llama.com/docs/overview> .

“Licensee” or “you” means you, or your employer or any other person or entity (if you are entering into this Agreement on such person or entity’s behalf), of the age required under applicable laws, rules or regulations to provide legal consent and that has legal authority to bind your employer or such other person or entity if you are entering in this Agreement on their behalf.

“Llama 3.2” means the foundational large language models and software and algorithms, including machine-learning model code, trained model weights, inference-enabling code, training-enabling code, fine-tuning enabling code and other elements of the foregoing distributed by Meta at <https://www.llama.com/llama-downloads> .

“Llama Materials” means, collectively, Meta’s proprietary Llama 3.2 and Documentation (and any portion thereof) made available under this Agreement.

“Meta” or “we” means Meta Platforms Ireland Limited (if you are located in or, if you are an entity, your principal place of business is in the EEA or Switzerland) and Meta Platforms, Inc. (if you are located outside of the EEA or Switzerland).

By clicking “I Accept” below or by using or distributing any portion or element of the Llama Materials, you agree to be bound by this Agreement.

## 1. License Rights and Redistribution.

a. Grant of Rights. You are granted a non-exclusive, worldwide, non-transferable and royalty-free limited license under Meta’s intellectual property or other rights owned by Meta embodied in the Llama Materials to use, reproduce, distribute, copy, create derivative works of, and make modifications to the Llama Materials.

### b. Redistribution and Use.

i. If you distribute or make available the Llama Materials (or any derivative works thereof), or a product or service (including another AI model) that contains any of them, you shall (A) provide a copy of this Agreement with any such Llama Materials; and (B) prominently display “Built with Llama” on a related website, user interface, blogpost, about page, or product documentation. If you use the Llama Materials or any outputs or results of the Llama Materials to create, train, fine tune, or otherwise improve an AI model, which is distributed or made available, you shall also include “Llama” at the beginning of any such AI model name.

ii. If you receive Llama Materials, or any derivative works thereof, from a Licensee as part of an integrated end user product, then Section 2 of this Agreement will not apply to you.

iii. You must retain in all copies of the Llama Materials that you distribute the following attribution notice within a “Notice” text file distributed as a part of such copies: “Llama 3.2 is licensed under the Llama 3.2 Community License, Copyright © Meta Platforms, Inc. All Rights Reserved.”

iv. Your use of the Llama Materials must comply with applicable laws and regulations (including trade compliance laws and regulations) and adhere to the Acceptable Use Policy for the Llama Materials (available at [https://www.llama.com/llama3\\_2/use-policy](https://www.llama.com/llama3_2/use-policy) ), which is hereby incorporated by reference into this Agreement.

2. Additional Commercial Terms. If, on the Llama 3.2 version release date, the monthly active users of the products or services made available by or for Licensee, or Licensee’s affiliates, is greater than 700 million monthly active users in the preceding calendar month, you must request a license from Meta, which Meta may grant to you in its sole discretion, and you are not authorized to exercise any of the rights under this Agreement unless or until Meta otherwise expressly grants you such rights.

3. Disclaimer of Warranty. UNLESS REQUIRED BY APPLICABLE LAW, THE LLAMA MATERIALS AND ANY OUTPUT AND RESULTS THEREFROM ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND META DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING OR

REDISTRIBUTING THE LLAMA MATERIALS AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE LLAMA MATERIALS AND ANY OUTPUT AND RESULTS.

4. Limitation of Liability. IN NO EVENT WILL META OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCTS LIABILITY, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF META OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING.

5. Intellectual Property.

a. No trademark licenses are granted under this Agreement, and in connection with the Llama Materials, neither Meta nor Licensee may use any name or mark owned by or associated with the other or any of its affiliates, except as required for reasonable and customary use in describing and redistributing the Llama Materials or as set forth in this Section 5(a). Meta hereby grants you a license to use “Llama” (the “Mark”) solely as required to comply with the last sentence of Section 1.b.i. You will comply with Meta’s brand guidelines (currently accessible at <https://about.meta.com/brand/resources/meta/company-brand/> ). All goodwill arising out of your use of the Mark will inure to the benefit of Meta.

b. Subject to Meta’s ownership of Llama Materials and derivatives made by or for Meta, with respect to any derivative works and modifications of the Llama Materials that are made by you, as between you and Meta, you are and will be the owner of such derivative works and modifications.

c. If you institute litigation or other proceedings against Meta or any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Llama Materials or Llama 3.2 outputs or results, or any portion of any of the foregoing, constitutes infringement of intellectual property or other rights owned or licensable by you, then any licenses granted to you under this Agreement shall terminate as of the date such litigation or claim is filed or instituted. You will indemnify and hold harmless Meta from and against any claim by any third party arising out of or related to your use or distribution of the Llama Materials.

6. Term and Termination. The term of this Agreement will commence upon your acceptance of this Agreement or access to the Llama Materials and will continue in full force and effect until terminated in accordance with the terms and conditions herein. Meta may terminate this Agreement if you are in breach of any term or condition of this Agreement. Upon termination of this Agreement, you shall delete and cease use of the Llama Materials. Sections 3, 4 and 7 shall survive the termination of this Agreement.

7. Governing Law and Jurisdiction. This Agreement will be governed and construed under the laws of the State of California without regard to choice of law principles, and the UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The courts of California shall have exclusive jurisdiction of any dispute arising out of this Agreement.

### **Llama 3.2 Acceptable Use Policy**

Meta is committed to promoting safe and fair use of its tools and features, including Llama 3.2. If you access or use Llama 3.2, you agree to this Acceptable Use Policy (“**Policy**”). The most recent copy of this policy can be found at [https://www.llama.com/llama3\\_2/use-policy](https://www.llama.com/llama3_2/use-policy).

### **Prohibited Uses**

We want everyone to use Llama 3.2 safely and responsibly. You agree you will not use, or allow others to use, Llama 3.2 to:

1. Violate the law or others' rights, including to:
  - i. Engage in, promote, generate, contribute to, encourage, plan, incite, or further illegal or unlawful activity or content, such as:
    - a. Violence or terrorism
    - b. Exploitation or harm to children, including the solicitation, creation, acquisition, or dissemination of child exploitative content or failure to report Child Sexual Abuse Material
    - c. Human trafficking, exploitation, and sexual violence
    - d. The illegal distribution of information or materials to minors, including obscene materials, or failure to employ legally required age-gating in connection with such information or materials.
    - e. Sexual solicitation
    - f. Any other criminal activity
  - ii. Engage in, promote, incite, or facilitate the harassment, abuse, threatening, or bullying of individuals or groups of individuals
  - iii. Engage in, promote, incite, or facilitate discrimination or other unlawful or harmful conduct in the provision of employment, employment benefits, credit, housing, other economic benefits, or other essential goods and services
  - iv. Engage in the unauthorized or unlicensed practice of any profession including, but not limited to, financial, legal, medical/health, or related professional practices
  - v. Collect, process, disclose, generate, or infer private or sensitive information about individuals, including information about individuals' identity, health, or demographic information, unless you have obtained the right to do so in accordance with applicable law
  - vi. Engage in or facilitate any action or generate any content that infringes, misappropriates, or otherwise violates any third-party rights, including the outputs or results of any products or services using the Llama Materials
  - vii. Create, generate, or facilitate the creation of malicious code, malware, computer viruses or do anything else that could disable, overburden, interfere with or impair the proper working, integrity, operation or appearance of a website or computer system
  - viii. Engage in any action, or facilitate any action, to intentionally circumvent or remove usage restrictions or other safety measures, or to enable functionality disabled by Meta
2. Engage in, promote, incite, facilitate, or assist in the planning or development of activities that present a risk of death or bodily harm to individuals, including use of Llama 3.2 related to the following:
  8. Military, warfare, nuclear industries or applications, espionage, use for materials or activities that are subject to the International Traffic Arms Regulations (ITAR) maintained by the United States Department of State or to the U.S. Biological Weapons Anti-Terrorism Act of 1989 or the Chemical Weapons Convention Implementation Act of 1997
  9. Guns and illegal weapons (including weapon development)
  10. Illegal drugs and regulated/controlled substances
  11. Operation of critical

infrastructure, transportation technologies, or heavy machinery 12. Self-harm or harm to others, including suicide, cutting, and eating disorders 13. Any content intended to incite or promote violence, abuse, or any infliction of bodily harm to an individual

3. Intentionally deceive or mislead others, including use of Llama 3.2 related to the following:
  14. Generating, promoting, or furthering fraud or the creation or promotion of disinformation
  15. Generating, promoting, or furthering defamatory content, including the creation of defamatory statements, images, or other content
  16. Generating, promoting, or further distributing spam
  17. Impersonating another individual without consent, authorization, or legal right
  18. Representing that the use of Llama 3.2 or outputs are human-generated
  19. Generating or facilitating false online engagement, including fake reviews and other means of fake online engagement
4. Fail to appropriately disclose to end users any known dangers of your AI system
5. Interact with third party tools, models, or software designed to generate unlawful content or engage in unlawful or harmful conduct and/or represent that the outputs of such tools, models, or software are associated with Meta or Llama 3.2

With respect to any multimodal models included in Llama 3.2, the rights granted under Section 1(a) of the Llama 3.2 Community License Agreement are not being granted to you if you are an individual domiciled in, or a company with a principal place of business in, the European Union. This restriction does not apply to end users of a product or service that incorporates any such multimodal models.

Please report any violation of this Policy, software “bug,” or other problems that could lead to a violation of this Policy through one of the following means:

- Reporting issues with the model: <https://github.com/meta-llama/llama-models/issues>
- Reporting risky content generated by the model: [developers.facebook.com/llama\\_output\\_feedback](https://developers.facebook.com/llama_output_feedback)
- Reporting bugs and security concerns: [facebook.com/whitehat/info](https://facebook.com/whitehat/info)
- Reporting violations of the Acceptable Use Policy or unlicensed uses of Llama 3.2: [LlamaUseReport@meta.com](mailto:LlamaUseReport@meta.com)

## Appendix G

As a condition to installing or accessing the specified Llama software and associated Oracle Cloud Services, You agree to comply with the terms in the following Llama 3.3 License Agreement and Acceptable Use Policy which includes the “Glossary of Terms” (the “Llama 3.3 License Agreement and AUP”). Nothing in the Llama 3.3 License Agreement and AUP relieves Oracle’s obligation to deliver the Availability Service Level Agreement for the associated Oracle Cloud Services in accordance with the terms of Your agreement for such Cloud Services.

Applicable to Oracle’s U.S. Government Customers, in the event of any conflicts between the EULA and the U.S. Government Contract, the U.S. Government Contract's Schedule of Services, Assignments, Disputes, Payments, Invoice, Other Compliances, mandatory Compliance with Laws Unique to Government Contracts, and prohibitions of Unauthorized Obligations clauses will take precedence over the EULA.

By installing or accessing the specified Llama software and associated Oracle Cloud Services, You confirm that You are:

- Not an individual domiciled in the European Union
- Not representing a company with its principal place of business located in the European Union or whose parent company has its principal place of business located in the European Union
- Not representing a company that has, on the Llama 3.3 version release date, greater than 700 million monthly active users in the preceding calendar month of products or services made available by such company or company’s affiliates

This confirmation is required in accordance with the Llama 3.3 Community License Agreement and the Llama 3.3 Acceptable Use Policy.”

### Llama 3.3 License Agreement and AUP

#### LLAMA 3.3 COMMUNITY LICENSE AGREEMENT

Llama 3.3 Version Release Date: December 6, 2024

**“Agreement”** means the terms and conditions for use, reproduction, distribution and modification of the Llama Materials set forth herein.

**“Documentation”** means the specifications, manuals and documentation accompanying Llama 3.3 distributed by Meta at <https://www.llama.com/docs/overview>.

**“Licensee”** or **“you”** means you, or your employer or any other person or entity (if you are entering into this Agreement on such person or entity’s behalf), of the age required under applicable laws, rules or regulations to provide legal consent and that has legal authority to bind your employer or such other person or entity if you are entering in this Agreement on their behalf.

**“Llama 3.3”** means the foundational large language models and software and algorithms, including machine-learning model code, trained model weights, inference-enabling code, training-enabling code, fine-tuning enabling code and other elements of the foregoing distributed by Meta at <https://www.llama.com/llama-downloads>.

**“Llama Materials”** means, collectively, Meta’s proprietary Llama 3.3 and Documentation (and any portion thereof) made available under this Agreement.

**“Meta”** or **“we”** means Meta Platforms Ireland Limited (if you are located in or, if you are an entity, your principal place of business is in the EEA or Switzerland) and Meta Platforms, Inc. (if you are located outside of the EEA or Switzerland).

By clicking “I Accept” below or by using or distributing any portion or element of the Llama Materials, you agree to be bound by this Agreement.

## **1. License Rights and Redistribution.**

a. Grant of Rights. You are granted a non-exclusive, worldwide, non-transferable and royalty- free limited license under Meta’s intellectual property or other rights owned by Meta embodied in the Llama Materials to use, reproduce, distribute, copy, create derivative works of, and make modifications to the Llama Materials.

### **b. Redistribution and Use.**

i. If you distribute or make available the Llama Materials (or any derivative works thereof), or a product or service (including another AI model) that contains any of them, you shall (A) provide a copy of this Agreement with any such Llama Materials; and (B) prominently display “Built with Llama” on a related website, user interface, blogpost, about page, or product documentation. If you use the Llama Materials or any outputs or results of the Llama Materials to create, train, fine tune, or otherwise improve an AI model, which is distributed or made available, you shall also include “Llama” at the beginning of any such AI model name.

ii. If you receive Llama Materials, or any derivative works thereof, from a Licensee as part of an integrated end user product, then Section 2 of this Agreement will not apply to you.

iii. You must retain in all copies of the Llama Materials that you distribute the following attribution notice within a “Notice” text file distributed as a part of such copies: “Llama 3.3 is licensed under the Llama 3.3 Community License, Copyright © Meta Platforms, Inc. All Rights Reserved.”

iv. Your use of the Llama Materials must comply with applicable laws and regulations (including trade compliance laws and regulations) and adhere to the Acceptable Use Policy for the Llama Materials (available at [https://www.llama.com/llama3\\_3/use-policy](https://www.llama.com/llama3_3/use-policy)), which is hereby incorporated by reference into this Agreement.

**2. Additional Commercial Terms.** If, on the Llama 3.3 version release date, the monthly active users of the products or services made available by or for Licensee, or Licensee’s affiliates, is greater than 700 million monthly active users in the preceding calendar month, you must request a license from Meta, which Meta may grant to you in its sole discretion, and you are not authorized to exercise any of the rights under this Agreement unless or until Meta otherwise expressly grants you such rights.

**3. Disclaimer of Warranty.** UNLESS REQUIRED BY APPLICABLE LAW, THE LLAMA MATERIALS AND ANY OUTPUT AND RESULTS THEREFROM ARE PROVIDED ON AN “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, AND META DISCLAIMS ALL WARRANTIES OF ANY KIND, BOTH EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. YOU ARE SOLELY RESPONSIBLE FOR DETERMINING THE APPROPRIATENESS OF USING OR REDISTRIBUTING THE LLAMA MATERIALS AND ASSUME ANY RISKS ASSOCIATED WITH YOUR USE OF THE LLAMA MATERIALS AND ANY OUTPUT AND RESULTS.

**4. Limitation of Liability.** IN NO EVENT WILL META OR ITS AFFILIATES BE LIABLE UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, NEGLIGENCE, PRODUCTS LIABILITY, OR OTHERWISE, ARISING OUT OF THIS AGREEMENT, FOR ANY LOST PROFITS OR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF META OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY OF THE FOREGOING.

**5. Intellectual Property.**

a. No trademark licenses are granted under this Agreement, and in connection with the Llama Materials, neither Meta nor Licensee may use any name or mark owned by or associated with the other or any of its affiliates, except as required for reasonable and customary use in describing and redistributing the Llama Materials or as set forth in this Section 5(a). Meta hereby grants you a license to use “Llama” (the “Mark”) solely as required to comply with the last sentence of Section 1.b.i. You will comply with Meta’s brand guidelines (currently accessible at <https://about.meta.com/brand/resources/meta/company-brand/>). All goodwill arising out of your use of the Mark will inure to the benefit of Meta.

b. Subject to Meta’s ownership of Llama Materials and derivatives made by or for Meta, with respect to any derivative works and modifications of the Llama Materials that are made by you, as between you and Meta, you are and will be the owner of such derivative works and modifications.

c. If you institute litigation or other proceedings against Meta or any entity (including a cross-claim or counterclaim in a lawsuit) alleging that the Llama Materials or Llama 3.3 outputs or results, or any portion of any of the foregoing, constitutes infringement of intellectual property or other rights owned or licensable by you, then any licenses granted to you under this Agreement shall terminate as of the date such litigation or claim is filed or instituted. You will indemnify and hold harmless Meta from and against any claim by any third party arising out of or related to your use or distribution of the Llama Materials.

**6. Term and Termination.** The term of this Agreement will commence upon your acceptance of this Agreement or access to the Llama Materials and will continue in full force and effect until terminated in accordance with the terms and conditions herein. Meta may terminate this Agreement if you are in breach of any term or condition of this Agreement. Upon termination of this Agreement, you shall delete and cease use of the Llama Materials. Sections 3, 4 and 7 shall survive the termination of this Agreement.

**7. Governing Law and Jurisdiction.** This Agreement will be governed and construed under the laws of the State of California without regard to choice of law principles, and the UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The courts of California shall have exclusive jurisdiction of any dispute arising out of this Agreement.

### **Llama 3.3 Acceptable Use Policy**

Meta is committed to promoting safe and fair use of its tools and features, including Llama 3.3. If you access or use Llama 3.3, you agree to this Acceptable Use Policy (“**Policy**”). The most recent copy of this policy can be found at [https://www.llama.com/llama3\\_3/use-policy](https://www.llama.com/llama3_3/use-policy).

### **Prohibited Uses**

We want everyone to use Llama 3.3 safely and responsibly. You agree you will not use, or allow others to use, Llama 3.3 to:

1. Violate the law or others’ rights, including to:

a. Engage in, promote, generate, contribute to, encourage, plan, incite, or further illegal or unlawful activity or content, such as:

i. Violence or terrorism

ii. Exploitation or harm to children, including the solicitation, creation, acquisition, or dissemination of child exploitative content or failure to report Child Sexual Abuse Material

iii. Human trafficking, exploitation, and sexual violence

iv. The illegal distribution of information or materials to minors, including obscene materials, or failure to employ legally required age-gating in connection with such information or materials.

v. Sexual solicitation

vi. Any other criminal activity

b. Engage in, promote, incite, or facilitate the harassment, abuse, threatening, or bullying of individuals or groups of individuals

c. Engage in, promote, incite, or facilitate discrimination or other unlawful or harmful conduct in the provision of employment, employment benefits, credit, housing, other economic benefits, or other essential goods and services

d. Engage in the unauthorized or unlicensed practice of any profession including, but not limited to, financial, legal, medical/health, or related professional practices

e. Collect, process, disclose, generate, or infer private or sensitive information about individuals, including information about individuals’ identity, health, or demographic information, unless you have obtained the right to do so in accordance with applicable law

f. Engage in or facilitate any action or generate any content that infringes, misappropriates, or otherwise violates any third-party rights, including the outputs or results of any products or services using the Llama Materials

g. Create, generate, or facilitate the creation of malicious code, malware, computer viruses or do anything else that could disable, overburden, interfere with or impair the proper working, integrity, operation or appearance of a website or computer system

h. Engage in any action, or facilitate any action, to intentionally circumvent or remove usage restrictions or other safety measures, or to enable functionality disabled by Meta

2. Engage in, promote, incite, facilitate, or assist in the planning or development of activities that present a risk of death or bodily harm to individuals, including use of Llama 3.3 related to the following:

a. Military, warfare, nuclear industries or applications, espionage, use for materials or activities that are subject to the International Traffic Arms Regulations (ITAR) maintained by the United States Department of State or to the U.S. Biological Weapons Anti-Terrorism Act of 1989 or the Chemical Weapons Convention Implementation Act of 1997

b. Guns and illegal weapons (including weapon development)

c. Illegal drugs and regulated/controlled substances

d. Operation of critical infrastructure, transportation technologies, or heavy machinery

e. Self-harm or harm to others, including suicide, cutting, and eating disorders

f. Any content intended to incite or promote violence, abuse, or any infliction of bodily harm to an individual

3. Intentionally deceive or mislead others, including use of Llama 3.3 related to the following:

a. Generating, promoting, or furthering fraud or the creation or promotion of disinformation

b. Generating, promoting, or furthering defamatory content, including the creation of defamatory statements, images, or other content

c. Generating, promoting, or further distributing spam

d. Impersonating another individual without consent, authorization, or legal right

e. Representing that the use of Llama 3.3 or outputs are human-generated

f. Generating or facilitating false online engagement, including fake reviews and other means of fake online engagement

4. Fail to appropriately disclose to end users any known dangers of your AI system

5. Interact with third party tools, models, or software designed to generate unlawful content or engage in unlawful or harmful conduct and/or represent that the outputs of such tools, models, or software are associated with Meta or Llama 3.3

With respect to any multimodal models included in Llama 3.3, the rights granted under Section 1(a) of the Llama 3.3 Community License Agreement are not being granted to you if you are an individual domiciled in, or a company with a principal place of business in, the European Union. This restriction does not apply to end users of a product or service that incorporates any such multimodal models.

Please report any violation of this Policy, software “bug,” or other problems that could lead to a violation of this Policy through one of the following means:

- Reporting issues with the model: <https://github.com/meta-llama/llama-models/issues>
- Reporting risky content generated by the model: [developers.facebook.com/llama\\_output\\_feedback](https://developers.facebook.com/llama_output_feedback)
- Reporting bugs and security concerns: [facebook.com/whitehat/info](https://facebook.com/whitehat/info)
- Reporting violations of the Acceptable Use Policy or unlicensed uses of Llama 3.3: [LlamaUseReport@meta.com](mailto:LlamaUseReport@meta.com)

## Appendix H

As a condition to installing or accessing the specified Llama software as part of the associated Oracle Cloud Services (“Associated Cloud Services”), You agree that such Llama software will be (1) deemed Third Party Services under Your agreement for the Associated Cloud Services (the “Associated Cloud Agreement”) and (2) governed by the separate terms in the following Llama 4 License Agreement and Acceptable Use Policy (the “Llama 4 License Agreement and AUP”), and not the terms of the Associated Cloud Agreement. **The Llama software and its output that we make accessible as part of the Associated Cloud Services are provided on an “as-is” basis, without any warranty or indemnification of any kind, and we disclaim all liabilities arising from or related to such software and output.**

By installing or accessing the specified Llama software and associated Oracle Cloud Services, You confirm that You are:

- Not an individual domiciled in the European Union
- Not representing a company with its principal place of business located in the European Union or whose parent company has its principal place of business located in the European Union
- Not representing a company that has, on the Llama 4 version release date, greater than 700 million monthly active users in the preceding calendar month of products or services made available by such company or company’s affiliates

This confirmation is required in accordance with the Llama 4 Community License Agreement and the Llama 4 Acceptable Use Policy.”

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Llama 4 Version Effective Date: April 5, 2025

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**7. Governing Law and Jurisdiction.** This Agreement will be governed and construed under the laws of the State of California without regard to choice of law principles, and the UN Convention on Contracts for the International Sale of Goods does not apply to this Agreement. The courts of California shall have exclusive jurisdiction of any dispute arising out of this Agreement.

# Appendix I

In using Oracle Cloud Services that incorporate xAI models, You agree to comply with the xAI Acceptable Use Policy (“xAI AUP”). The xAI AUP as of the publication date of these Service Descriptions is set forth below. The current version of the xAI AUP is available at <https://x.ai/legal/acceptable-use-policy> and is subject to change at xAI’s discretion. **The xAI models and their output that we make accessible in the Oracle Cloud Services are provided on an “as-is” basis, without any warranty or indemnification of any kind, and we disclaim all liabilities arising from or related to the xAI models and their output.**

## xAI Acceptable Use Policy

Effective: January 2, 2025

xAI’s Acceptable Use Policy (“AUP”) applies to anyone using our Service, including consumers, developers and businesses. We aim to maximize your control over how you use our Service while also ensuring that you do so in a way that is compliant with the law, responsible and safe for humanity. Our policies will evolve over time as our Service and user base change, as well as based on what we learn over time.

By using our Service, you agree to comply with our policies. Violating our policies could result in action against your account, up to suspension or termination. Capitalized terms used and not defined herein are defined in the [Terms of Service – Consumer](#) or [Terms of Service – Enterprise](#).

You are free to use our Service as you see fit so long as you use it to be a good human, act safely and responsibly, comply with the law, do not harm people, and respect our guardrails:

1. **Comply with the law.** For example, don’t use our Service or Outputs to promote or engage in illegal activities, including:
  1. Violating copyright, trademark, or other intellectual property law
  2. Violating a person’s privacy or their right to publicity
  3. Depicting likenesses of persons in a pornographic manner
  4. The sexualization or exploitation of children
  5. Operating in a regulated industry or region without complying with those regulations
  6. Defrauding, defaming, scamming, or spamming
  7. Espionage, spying, stalking, hacking, doxing, or phishing
2. **Do not harm people or property.** This prohibition includes things like using our Service or Outputs to:
  1. Critically harm or promoting critically harming human life (yours or anyone else’s)
  2. Take unauthorized actions on behalf of others
  3. Develop bioweapons, chemical weapons, or weapons of mass destruction
  4. Destroy property
3. **Respect guard rails and don’t mislead.** Don’t circumvent safeguards unless you are part of an official Red Team or otherwise have our official blessing. Don’t mislead people as to

the nature and source of Outputs, including images. You should be transparent and disclose your use of AI assistance and potential limitations, as applicable.

We report suspected child sexual abuse material to the National Center for Missing and Exploited Children.