

Oracle Contract Checklist for Mexico CNBV Requirements Securities Market & Brokerage Houses (LMV/CUCB)

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The information in this document was current as of January 1, 2024

Overview

Oracle has developed this document to help financial service customers in Mexico review Oracle Cloud Infrastructure (OCI) and Oracle Cloud Applications (SaaS)¹ in the context of the *Ley del Mercado de Valores (“LMV”)* and *Disposiciones de Carácter General Aplicables a las Casas de Bolsa (“CUCB”)*, issued by the Comisión Nacional Bancaria y de Valores (“CNBV”). We want to make it easier for you as a financial institution to identify the sections of the Oracle Cloud services contract that may help you address the requirements in the applicable aforementioned CNBV regulation. In this document, you will find a list of specific requirements under each regulation, along with a reference to the relevant section(s) of the Oracle Cloud services contract and a short explanation to help you conduct your review of the Oracle Cloud services.

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

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

Regulation Background

The CNBV is Mexico’s primary banking regulator. The CNBV has issued regulations applicable to IT sourcing for brokerage houses. These guidelines include (but are not limited to) contractual, technical, compliance, security, and operational requirements applicable to financial institutions when outsourcing IT services to companies such as cloud providers. The purpose of these regulations are to support the continued stability and security of the banking and financial sector as the outsourcing of technology operations becomes more pervasive. For a complete list of regulatory requirements, see [LMV](#), and [CUCB](#).

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

NO.	SECURITIES MARKETS REGULATION REFERENCE	REGULATION REQUIREMENT/DESCRIPTION	REFERENCE TO ORACLE CLOUD SERVICES CONTRACT/RESOURCE	ORACLE EXPLANATION AND ADDITIONAL RESOURCES
	LMV/CUCB			

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

1.	LMV Art. 220(II)	Have in place policies and procedures to supervise the performance of the third-party provider and the compliance with its contractual obligations, which policies must include aspects related to:		
2.	LMV Art. 220(II)(a)	The quantity, quality and costs of the outsourced services, specifying performance goals and ways to measure them.	<ul style="list-style-type: none"> • CSA • Ordering Document • Schedule C • DPA • Oracle Cloud Hosting and Delivery Policies • Oracle PaaS and IaaS Public Cloud Services Pillar Document (Section 3) • Oracle SaaS Cloud Services Pillar Document (Section 3) 	<p>The obligations with respect to the cloud services are documented in written Cloud services contract, referenced Service Specifications, and Ordering Document as well as the below resources:</p> <ul style="list-style-type: none"> - Oracle Data Processing Agreement - Oracle Cloud Hosting and Delivery Policies - PaaS/IaaS Cloud Services Pillar Document - SaaS Cloud Services Pillar Document
3.	LMV Art. 220(II)(b)	Restrictions or conditions with respect to the possibility that the service provider, in turn, subcontract the provision of services.	<ul style="list-style-type: none"> • Section 6 FSA • Section 5 DPA 	<p>Please refer to Section 6 of the FSA regarding subcontracting.</p> <p>Section 6.2 of the FSA includes terms applicable to Oracle’s use of subprocessors and strategic subcontractors, and similar to the Oracle Data Processing Agreement, includes a right for a customer to object to the intended involvement of a new strategic subcontractor within 30 days.</p> <p>See also Section 5 of the Oracle Data Processing Agreement.</p>
4.	LMV Art. 220 (II)(c)	The confidentiality and security of the clients’ information and their account.	<ul style="list-style-type: none"> • Section 7 DPA • Sections 4 & 5 Schedule C 	<ul style="list-style-type: none"> • <u>Technical and organization security measures:</u> <ul style="list-style-type: none"> - Section 7 – Security and Confidentiality – of the Oracle Data Processing Agreement

			<ul style="list-style-type: none"> • Sections 4 & 5 CSA • Oracle Cloud Hosting and Delivery Policies • Oracle SaaS Public Cloud Services Pillar Document • Oracle PaaS and IaaS Public Cloud Services 	<ul style="list-style-type: none"> - the Oracle Cloud Hosting and Delivery Policies as well as the PaaS/IaaS Cloud Services Pillar Document or the SaaS Cloud Pillar Document, as applicable. - Oracle Corporate Security Practices • <u>Confidentiality and Protection of “Customer Content”:</u> <ul style="list-style-type: none"> - Section 4 of Schedule C and Section 4 of the CSA, as applicable (specifically, Oracle’s obligation to protect the confidentiality of “Customer Content” for as long as it resides in the Services) - Section 5 of Schedule C and Section 5 of the CSA, as applicable <p><u>CAIQs:</u></p> <ul style="list-style-type: none"> • OCI CAIQ: oracle.com/a/ocom/docs/oci-corporate-caiq.pdf • Oracle Fusion Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-fusion-cloud-applications.pdf • Oracle Cloud Applications CAIQ: oracle.com/a/ocom/docs/caiq-oracle-cloud-applications.pdf
5.	LMV Art. 220(II)(d)	The responsibilities of the Firm and the third-party provider, the procedures to supervise compliance with such responsibilities, as well as the guarantees and indemnities in case of non-compliance.	<ul style="list-style-type: none"> • Section 3.2.2 & 3.4 of the Oracle Cloud Hosting and Delivery Policies • Section 11 Schedule C • Section 11 CSA • Section 9.2 DPA • Section 15.2 CSA • Section 13.2 Schedule C • Section 7 FSA 	<p>Section 3.2.2 of the Oracle Cloud Hosting and Delivery Policies indicates that Oracle will provide customers with access to a customer notifications portal for monitoring their Cloud service availability.</p> <p>Under Section 3.4 of the Oracle Cloud Hosting and Delivery Policies Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud Services and the operation of infrastructure and network components.</p> <p>Section 11.1 of Schedule C and Section 11.1 of the CSA, as applicable, explains that Oracle also continuously monitors the Cloud services.</p>

				<p>Refer to Section 9.2 of the Oracle Data Processing Agreement where it identifies that customers would be notified of an information breach without undue delay within 24 hours.</p> <p>Section 15.2 of the CSA and Section 13.2 of Schedule C discusses party notification requirements generally and how Oracle provides notices about the services via the customer portal.</p> <p>Section 7 of the FSA addresses notification affecting service provisions.</p> <p>Depending on the service infrastructure type and notification scenario (Outage, Maintenance, Informational, Action Required), Oracle provides several different communication channels used for customer notifications including through My Oracle Support https://ocistatus.oraclecloud.com/, https://saasstatus.oracle.com/, and OCI Console.</p>
6.	LMV Art. 220(II)(e)	The commitment of the third party to provide, at the request of the Firm, the records, information and technical support regarding the outsourced services provided to the Firm, its auditors and supervisors.	<ul style="list-style-type: none"> • Section 1 FSA 	Please refer to Section 1 (Customer Audit Rights) of the FSA
7.	LMV Art. 220(II)(f)	Mechanisms for the solution of disputes related to the service agreement.	<ul style="list-style-type: none"> • Section 10 FSA 	See Section 10 of the FSA with regards to Dispute Resolution.
8.	LMV Art. 220(II)(g)	The measures to ensure the continuity of the business, as well as the contingency procedures that include a recovery plan in case of disaster.	<ul style="list-style-type: none"> • Section 5 FSA • Section 2 Oracle Cloud Hosting & Delivery Policies • Oracle PaaS and IaaS Public Cloud Services Pillar Document (particularly section 2) 	For each critical line of business, determined per policy, the Oracle LoB maintains a business continuity plan that includes a business impact analysis (BIA), risk assessments, and disaster recovery contingency plans. The plans align with Oracle's Risk Management and Resiliency Program policy, which requires the plans to outline procedures, ownership, roles, and responsibilities to be followed if a business disruption occurs. These plans are reviewed and tested annually. See Oracle Risk Management Resiliency Business Continuity

			<ul style="list-style-type: none"> • SaaS Cloud Services Pillar Document (Section 2) 	<p>Section 5 of the FSA indicates that Oracle maintains business continuity plans and testing pertaining to Oracle’s internal operations as utilized in the provision of Oracle Cloud services. Upon at least 30 days’ notice by You no more than once per calendar year, Oracle will make available to You via web conference or on Oracle premises, in a guided manner, a summary of the BCP Program and applicable test information, material modifications to the BCP Program within the last 12 months and pertinent BCP governance areas, and confirmation that an internal review of these governance areas was performed within the last 12 months.</p> <p>Additionally, please see the Oracle Cloud Service Continuity Policy in Section 2 of the Oracle Cloud Hosting and Delivery Policies.</p> <p>Section 2 of the Oracle Paas and IaaS Public Cloud Services Pillar Document</p> <p>Section 2 of the SaaS Cloud Services Pillar Document addresses cloud service continuity.</p>
9.	LMV Art. 220(II)(h)	In the event that the third-party provider is located abroad, such provider must accept in writing, to abide by the provisions of the LMV.	<ul style="list-style-type: none"> • Section 14 CSA • Section 8 FSA 	<p>Section 14 of the CSA sets out the governing law and jurisdiction of the agreement.</p> <p>See also Section 8 of the FSA – Compliance with laws</p>
10.	LMV Art. 221	Outsourcing of services shall not release the Institutions or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulation.	<ul style="list-style-type: none"> • Section 8 FSA 	<p>This is primarily a customer consideration.</p> <p>However, see Section 8 of the FSA regarding Oracle’s compliance with Laws.</p>
11.	LMV Art. 221	Secrecy provisions shall be extended to third parties providing outsourcing services.	<ul style="list-style-type: none"> • Sections 7 and 9 DPA • Sections 4 and 5 Schedule C • Section 4 and 5 CSA 	<ul style="list-style-type: none"> • <u>Technical and organization security measures:</u> <ul style="list-style-type: none"> - Section 7 – Security and Confidentiality – of the Oracle Data Processing Agreement - the Oracle Cloud Hosting and Delivery Policies as well as the PaaS/IaaS Cloud Services Pillar Document or the SaaS Cloud Pillar Document, as applicable. - Oracle Corporate Security Practices

			<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies • Oracle SaaS Public Cloud Services Pillar Document • Oracle PaaS and IaaS Public Cloud Services Pillar Document 	<ul style="list-style-type: none"> • <u>Confidentiality and Protection of “Customer Content”:</u> <ul style="list-style-type: none"> - Section 4 of Schedule C and Section 4 of the CSA, as applicable (specifically, Oracle’s obligation to protect the confidentiality of “Customer Content” for as long as it resides in the Services) - Section 5 of Schedule C and Section 5 of the CSA, as applicable • Section 9 - Incident Management and Breach Notification – of the Oracle Data Processing Agreement
12.	LMV Art. 221	The Regulator may request the third-party providers, information, including books, records and documents related to the outsourced services, as well as to conduct inspection visits and order measures to be implemented by the Firms to ensure the continuity the continuity of services provided by the Firms to their clients, the information integrity and compliance to provisions of the LMV.	See row 2 above.	See row 2 above.
13.	LMV Art. 222	The provision of services shall be governed by an agreement executed between the Firm and the third-party provider, in which the rights and obligations of the parties must be specified.	<ul style="list-style-type: none"> • CSA • Ordering Document • Schedule C • DPA • Oracle Cloud Hosting and Delivery Policies • Oracle PaaS and IaaS Public Cloud Services Pillar Document 	<p>The obligations with respect to the cloud services are documented in written Cloud services contract, referenced Service Specifications, and Ordering Document as well as the below resources:</p> <ul style="list-style-type: none"> - Oracle Data Processing Agreement - Oracle Cloud Hosting and Delivery Policies - PaaS/IaaS Cloud Services Pillar Document - SaaS Cloud Services Pillar Document

			<ul style="list-style-type: none"> • Oracle SaaS Cloud Services Pillar Document 	
14.	LMV Art. 223	The regulator may issue general provisions regarding the minimum aspects that the agreements executed with third-parties shall contain (CUCB).	<ul style="list-style-type: none"> • Section 14 CSA • Section 13 OMA • Section 2.7 FSA • Section 8 FSA 	<p>Section 14 of the CSA and Section 13 of the OMA General Terms sets out the governing law and jurisdiction of the agreement.</p> <p>Section 2.7 of the FSA, states that Oracle will cooperate with a customer’s regulator and provide reasonable assistance in accordance with applicable law.</p> <p>See also Section 8 of the FSA – Compliance with Laws</p>
15.	CUCB Art. 206	Firms that intend to hire a third party to provide services directly related to an operational or technological process that contemplates the transmission, storage, processing, safekeeping and custody of information, or the database administration of the Firm or its clients, must comply with the following requirements:		
16.	CUCB Art. 206(I)	The third-party providers will always act in the name on behalf of the Firm, whenever they must act with the general public. Furthermore, in no case, shall such third-party providers open accounts outside the offices or modules of the Firm.		Oracle does not communicate or interact with the general public on behalf of customers nor does Oracle open accounts for customers.
17.	CUCB Art. 206(II)	Produce a report that specifies the operational, technological or database administration processes of the Firm that are the subject matter of the services to be outsourced, according to paragraph I of Article 220 of the LMV, as well as the effects that may be		This is a customer consideration.

		produced in one or more operations carried out by the Firm.		
18.	CUCB Art. 206 (III)	Include in the services agreement or any other ancillary document the unconditional acceptance of the third-party provider to:		
19.	CUCB Art. 206(III)(a)	Receive supervisory visits from the Firm's external auditor and the Regulator, with the exclusive purpose of obtaining information to verify that the outsourced services allow the Firm to comply with the applicable provisions of the LMV. The Firm may appoint a representative to carry out said visits.	<ul style="list-style-type: none"> • Section 8 DPA • Section 1 FSA • Section 2 FSA 	<p>Section 8 (Audit Rights) of the Oracle Data Processing Agreement stipulates Oracle will cooperate with regulator audits with Oracle's obligation under applicable laws.</p> <p>Please refer to Section 1 (Customer Audit Rights) of the FSA</p> <p>Please refer Section 2 (Regulator Audit Rights) of the FSA.</p>
20.	CUCB Art. 206(III)(b)	Conduct audits, by the Firm or through third parties appointed by the Regulator, in connection with the outsourced services, in order to verify compliance with the regulatory provisions applicable to the Firms.	See row 19 above.	See row 19 above.
21.	CUCB Art. 206(III)(c)	Deliver upon request of the Firm, to the Firm's external auditor and to the Regulator or any third party designated by the Regulator, all books, systems, records, manuals and documents in general, related to the provision of the relevant service. Also allow access to the responsible staff and to its offices and premises in general, related to the provision of the relevant service.	See row 19 above.	See row 19 above.

		All information requirements, observations and corrective measures that derive from the supervision activities carried out by the Regulator, will be made directly to the Firm. Furthermore, the Regulator may, at any time, order the performance of the visits and audits indicated in paragraphs a) and b) above, indicating any and all aspects to be contemplated therein, and the Firm must submit to the Regulator a report thereof		
22.	CUCB Art. 206 (IV)	In addition to what Article 220, paragraph II of the LMV provides for, the policies and procedures to supervise the performance of the third-party provider and the fulfillment of its contractual obligations must contain aspects related to:		
23.	CUCB Art. 206 (IV)(a)	The Firm's ownership over the databases resulting from the services.	<ul style="list-style-type: none"> • Section 3 CSA • Section 3 Schedule C 	Section 3 of the CSA and Section 3 of Schedule C discusses ownership rights, intellectual property rights, and restrictions regarding customer content.
24.	CUCB Art. 206 (IV)(b)	The guidelines to ensure that the third-party provider periodically receives training and information relating to the outsourced services.		For education and training regarding Oracle products, see https://www.oracle.com/education/ Internally, however, Oracle promotes security awareness and educates employees through regular newsletters and ad hoc security awareness campaigns. Each employee is required to complete information-protection awareness training upon hiring and every two years thereafter. The course instructs employees on their obligations under Oracle privacy and security policies. This course also covers data-privacy principles and data-handling

				<p>practices that may apply to employees' jobs at Oracle and are required by company policy.</p> <p>Oracle maintains high standards for ethical business conduct at every level of the organization, and at every location where Oracle does business around the world. These apply to Oracle employees, contractors, and temporary employees, and cover legal and regulatory compliance and business conduct and relationships. Oracle requires its employees to receive training in ethics and business conduct every two years.</p> <p>Oracle employees are required to complete security awareness training in accordance with the Information Security Policy, which outlines the process and procedures to report incidents.</p> <p>For more information, see https://www.oracle.com/corporate/security-practices/corporate/human-resources-security.html</p>
25.	CUCB Art. 206 (IV)(c)	Compliance with the minimum operational and safety guidelines indicated in Exhibit 12 of the CUCB, if the services to be outsourced refer to the use of technological infrastructure or telecommunications.	See row 4 above.	See row 4 above.
26.	CUCB Art. 206(V)	Regarding information processing services, contemplate within the evaluation plans and in the third-party provider performance report, that once every two years, the Firm must conduct an audit to the third-party providers that is intended to verify the degree of compliance with this requirement, as well as the provisions of Exhibit 12 of the CUCB. Notwithstanding the foregoing, the Regulator may order the performance	See row 19 above.	See row 19 above.

		of such audit at any time, when the Regulator considers that there are risk conditions regarding operation and information security.		
27.	CUCB Art. 206(V)	The Firm's Board of Directors may set forth in the plans referred to in section III of article 220 of the LMV, depending on the materiality of the outsourced service, the cases in which the performance of the third-party provider may be reported to the Audit Committee, as well as compliance with applicable regulations related to such service. The aforementioned performance evaluation and reporting plans may establish the cases in which the foregoing should be reported to the CEO.		This is a customer consideration.
28.	CUCB Art. 206(VI)	Provide that the CEO, the Audit Committee, as well as the responsible person for the audit functions and the responsible person for the internal control functions, according to their competencies, assist in the compliance of the mechanisms for the proper management, control and security of the information generated, received, transmitted, processed or stored in the execution of the services that refer to the use of technological infrastructure, telecommunications or information processing, which are carried out partially or totally outside of Mexico.	See row 4 above.	See row 4 above.

29.	CUCB Art. 206 Bis.	The Firm must notify the Regulator, prior to hiring a third party, other brokerage firms or financial entities, to provide services for carrying out an operational, technological or database administration process, when in the judgment of the CEO of the Firm, such services have a significant importance, qualitatively or quantitatively, in the carrying out of one or more of the operations performed by the Firm according to their purpose, considering, among others, the following:		
30.	CUCB Art. 206 Bis. (I)	The Firm's ability to maintain operational continuity and to carry out operations and services with its clients in case of contingency.	See row 8 above.	See row 8 above.
31.	CUCB Art. 206 Bis. (II)	The complexity and timing required to find a third party that, if necessary, replaces the original third-party provider.	<ul style="list-style-type: none"> • Section 4.3 FSA 	This is primarily a customer consideration, however, please see Section 4.3 of the FSA regarding transition assistance.
32.	CUCB Art. 206 Bis. (III)	Any limitation in the decision-making process that materially impacts the administrative, financial, operational or legal situation of the Firm.		This is a customer consideration.
33.	CUCB Art. 206 Bis. (IV)	The ability of the Firm to maintain appropriate internal controls and timeliness of the accounting recording, and to comply with regulatory requirements in case of suspension of the service by the third-party provider.	<ul style="list-style-type: none"> • Section 9 FSA • Section 9 CSA • Section 9 Schedule C • Oracle Cloud Hosting and Delivery Policies (Section 6.1) 	<p>This is primarily a customer consideration, however, please refer to Section 9 of the FSA, Section 9 of the CSA, and Section 9 of Schedule C regarding suspension of services.</p> <p>See also, Section 6.1 of the Oracle Cloud Hosting and Delivery Policies – Suspension of Oracle Cloud Services</p> <p>See Section 6 of the PaaS/IaaS Cloud Services Pillar Document and/or the SaaS Cloud Pillar Document, as applicable.</p>

			<ul style="list-style-type: none"> • Oracle SaaS Cloud Services Pillar Document (Section 6) • Oracle PaaS/IaaS Cloud Services Pillar Document (Section 6) 	
34.	CUCB Art. 206 Bis. (V)	The impact that any suspension of the service would have on the financing situation, reputation and operations of the Firm.		This is a customer consideration.
35.	CUCB Art. 206 Bis. (VI)	The vulnerability of the information related to the clients.	See row 4 above.	Please see row 4 above regarding security and confidentiality.
36.	CUCB Art. 206 Bis.	The notice referred to above must specify the operational, technological or database administration process that is the subject matter of the services to be outsourced and must be delivered to the Regulator at least 20 business days in advance to the date on which the Firm intends to hire such services.		This is a customer consideration.
37.	CUCB Art. 206 Bis.	The Regulator, in protection of the interests of the public users and in its capacity as supervisory authority, within 20-day term indicated in the preceding paragraph, will have the power to require the Firm that such service is not performed through the third-party provider indicated in the notice, if the Regulator considers that taking according to the terms and conditions of service contract, or the		This is a customer consideration.

		internal control policies and procedures, it is foreseeable that the technological infrastructure or communications would not be able to comply with the provisions applicable to the Firm, or the financial stability or operational continuity of the Firm may be affected, in the opinion of the Commission.		
38.	CUCB Art. 206 Bis.	If the Regulator does not formulate such requirement in writing within the aforementioned term, the hiring of the third party to provide the service shall be deemed authorized in accordance with article 219 of the Law.		This is a customer consideration.
39.	CUCB Art. 206 Bis. 1	The notification referred to in Article 206 Bis 1 must be signed by the Firm's CEO and must include:		
40.	CUCB Art. 206 Bis. 1(I)	The report referred to in Article 220, paragraph I of the LMV. If the services to be outsourced relate to the use of technological or telecommunications infrastructure, the notification must also include a technical report specifying the type of transactions or services to be executed using the technological platform provided by the third party and explaining how minimum operational and security requirements will be complied with.		This is a customer consideration.
41.	CUCB Art. 206 Bis. 1 (II)	A draft of the services agreement, indicating the estimated date of execution.	<ul style="list-style-type: none"> • CSA • FSA 	The obligations with respect to the cloud services are documented in written Cloud services contract, referenced Service Specifications, and

			<ul style="list-style-type: none"> • Ordering Document • Schedule C • DPA • Oracle Cloud Hosting and Delivery Policies • Oracle PaaS and IaaS Public Cloud Services Pillar Document • Oracle SaaS Cloud Services Pillar Document 	<p>Ordering Document as well as the below resources:</p> <ul style="list-style-type: none"> - Oracle Data Processing Agreement - Oracle Cloud Hosting and Delivery Policies - PaaS/IaaS Cloud Services Pillar Document - SaaS Cloud Services Pillar Document
42.	CUCB Art. 206 Bis. 2	When hiring a third party to perform any operational, technological or databases administration process, if the relevant services were to be rendered or executed partially or totally outside Mexico of by foreign residents, regardless of whether the relevant processes may or may not affect in a qualitative or quantitative manner one or more of the operations that the Firm performs, such Firm shall notify the Regulator of its intention to outsource such process at least 20 business days in advance.	<ul style="list-style-type: none"> • Oracle Cloud Hosting and Delivery Policies • Oracle PaaS and IaaS Public Cloud Services Pillar Document • Oracle SaaS Cloud Services Pillar Document 	This is primarily a customer consideration, however, the Ordering Document or the cloud customer support portal states the data center region applicable to ordered Cloud services.₂
43.	CUCB Art. 206 Bis. 2	In such notification, the Firm must indicate the adequacy and compliance with the following:		
44.	CUCB Art. 206 Bis. 2 (I)	The third-party provider is a resident of a country which laws provide for personal data protection, securing confidentiality, or the residence country of the third-party provider		Oracle Corporation is organized under the laws of the State of Delaware in the USA, where protection of data is regulated by laws enacted on both the federal and the state level.

		has international agreements with Mexico regarding personal data protection and information exchange among regulators of financial institutions.		
45.	CUCB Art. 206 Bis. 2(II)	That the Firm warrants that they maintain at their principal offices in Mexico, and at least the documents and information related to the evaluations, audit results and performance reports. Also, if required by the Regulator, such information shall be delivered in Spanish.		This is a customer consideration.
46.	CUCB Art. 206 Bis. 2(III)	That the Firm has obtained the approval from its Board of Directors, with the prior opinion from the Audit Committee of risk committee, which approval must provide for: (a) hiring the services does not pose a risk as to the adequate compliance of provisions applicable to the Firm, (b) that the third-party provider's practices are consistent with the operation of the Firm, and (c) that the services will not affect the financial stability or operations continuity of the Firm due to the geographical distance, and, if applicable, the language used in the provision of services.		This is a customer consideration.
47.	CUCB Art. 206 Bis 3	Operations carried out by the Institutions through outsourcing must comply with applicable regulations.	<ul style="list-style-type: none"> • Section 14 CSA • Section 13 OMA • Section 8 FSA 	Section 14 of the CSA and Section 13 of the OMA General Terms sets out the governing law and jurisdiction of the agreement.

				See also Section 8 of the FSA – Compliance with Laws
48.	CUCB Art. 206 Bis. 3	Furthermore, outsourcing of services shall not release the Firms or their officers, employees, representatives or agents, of their obligations to comply with the applicable regulation.		This is a customer consideration.
49.	CUCB Art. 206. Bis 3	The Regulator may order measures it considers necessary so that the Firms maintain operational terms and conditions that do not affect the adequate provision of their services to the public or the financial stability or operational continuity of the Firms.	<ul style="list-style-type: none"> • Section 2.7 FSA 	Section 2.7 of the FSA , states that Oracle will cooperate with a customer's regulator and provide reasonable assistance in accordance with applicable law.
50.	CUCB Art. 206 Bis 4	The Regulator, subject to the Firm's right of audience, may order the total or partial, temporary or definitive, suspension of the outsourced services rendered by the third-party provider when in the Regulator's judgment, the financial stability or the operational continuity of the Firm may be affected, or in case the Firm breaches any applicable regulations, including the provisions set forth in the CUCB, unless the Firm submits a regularization program that meets certain requirements set forth in Article 206 Bis 4 of the CUCB, and such program is approved by the Regulator.	<ul style="list-style-type: none"> • Section 2 FSA • Section 3 FSA 	<p>Section 2 of the FSA provides audit rights for the customer's regulators. Section 2.7 of the FSA, in particular states that Oracle will cooperate with a customer's regulator and provide reasonable assistance in accordance with applicable law.</p> <p>Under Section 3 of the FSA, customers have the right to terminate the cloud services in the following situations:</p> <p><u>Termination due to regulatory requirements</u></p> <ul style="list-style-type: none"> - Continued use of the services would cause customers to violate applicable law and regulation upon the conclusion made by the regulator. - Termination requested based on express instruction issued by the regulator where the services are considered as an impediment to effective supervision over the customer.

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