

Schedule 34

ERP Supplier Terms

1 Purpose

1.1 This Schedule sets out the agreed ERP supplier terms as set out in Appendix A with respect to the Supplier A Services. In this Schedule 34 (including the Supplier A ERP Terms), “**Supplier A Services**” means the Operational Services provided by Supplier A, including any instance of the core ERP Cloud platform that is provided by Supplier A.

1.2 It is acknowledged and agreed by the Authority that the provisions of this Schedule 34 apply solely and exclusively to the Operational Services provided by Supplier A and Schedule 34 therefore in no way applies to any Operational Services being provided by Supplier B.

1.3 It is therefore further acknowledged and agreed by the Authority that, notwithstanding anything to the contrary elsewhere in the Contract:

1.3.1 Supplier A shall not be jointly or jointly and severally liable for any Operational Services that are delivered by Supplier B, and Supplier B shall not be jointly or jointly and severally liable for any Operational Services that are delivered by Supplier A; and

1.3.2 in the event that Supplier A is liable for a breach of this Schedule 34 (ERP Supplier Terms), the Authority’s exclusive remedies in respect of that breach shall be as set out and/or referred to as applicable in this Schedule 34, and it will have no separate cause of action against Supplier A or Supplier B under any other part of the Contract in respect of that breach or the losses arising from that breach.

2 Incorporation of MSC terms

2.1 The following provisions are hereby expressly incorporated into this Schedule 34 (ERP Supplier Terms) (Modifications to the standard language of the Clauses and Schedules are indicated in *italicised text*):

2.1.1 the following Clauses:

- (a) 1 (Definitions and interpretation);
- (b) 4 (Term);
- (c) 6 (Implementation) (to the extent that it applies to Supplier A);
- (d) 7 (Performance Indicators), except that:
 - (i) Clause 7.2.1 shall be deemed modified as follows:

“a KPI Failure occurs, Service Credits as described in Schedule 15 (Charges and Invoicing) shall be paid in accordance with Section 6.5 of the Supplier A ERP Terms (inserted by Paragraph **Error! Reference source not found.** of Appendix A of Schedule 34 (ERP Supplier Terms)).” and
 - (ii) Clauses 7.7 – 7.8 (inclusive) shall be deemed deleted;
- (e) 10 (Finance and taxation matters) (to the extent that it applies to Supplier A and excluding (i) Clause 10.13, and (ii) references in Clause 10.2 to clauses that are not incorporated into this Schedule 34);

- (f) 11 (Governance) (to the extent that it applies to Supplier A);
- (g) 12 (Records, reports, Audits and Open Book Data) (to the extent that it applies to Supplier A);
- (h) 13 (Change);
- (i) 14.8 (Employment Indemnity), 14.9 (Income tax and national insurance contributions) and 14.10 (Staff transfer);
- (j) 18 (Authority Data and Security Requirements), except that:
 - (i) Clause 18.13 shall be deemed amended as follows:

the phrase in the first line “and shall procure that any Sub-Contractor (as applicable) shall” shall be deleted and replaced with the phrase: “*and Supplier A shall procure that any Sub-Contractor, including any sub-processors, shall in compliance with Section 5.2 of the Supplier A Data Processing Agreement*”; and
 - (ii) Clause 18.16 shall be deemed deleted, and in substitution the terms of Section 5.2 of the Supplier A Data Processing Agreement shall apply;
- (k) 20 (Transparency and freedom of information) (to the extent that it applies to Supplier A);
- (l) 21 (Protection of Personal Data) in so far as it relates to Supplier A as a data processor) except that:

[REDACTED]
- (m) 23 (Limitations on Liability), except that:

[REDACTED]

 - (i) Clause 23.9.2 shall not apply;
- (n) 24 (Insurance);
- (o) 31 (Termination rights) (in so far as it applies to Supplier A), except that the following wording shall be deemed added at the end of Clause 31.12:

“, and, where necessary, the Authority shall use reasonable endeavours to procure the Replacement Consortium Party’s co-operation in respect of Clause 31.13.2 below”;
- (p) 32 (Consequences of expiry or termination) (in so far as it applies to Supplier A);
- (q) 34 (Assignment and novation);
- (r) 40 (Entire agreement);
- (s) 41 (Third party rights) (excluding references in Clause 41.2 to clauses that are not incorporated into this Schedule 34), except that:

- (i) Clause 41.6 shall be deemed modified to add the following sentence at the end of the Clause:

“For the avoidance of doubt, a Supplier’s aggregate liability to the Authority and the Service Recipients (including any loss claimed by the Authority on behalf of any of the Service Recipients) shall be subject to the limitation of liability provisions set out in this Contract.”

2.1.2 the following Schedules:

- (a) Schedule 1 (Definitions), to the extent that any defined terms in that Schedule are (i) used in any Clauses or Schedules that are expressly incorporated into this Schedule 34; or (ii) used in the Supplier A ERP Terms or the Supplier A Data Processing Agreement and not given a separate definition therein;
- (b) Schedule 2 (Services Description), except that the following wording shall be deemed inserted at the end of Paragraph 2 (Introduction):

[REDACTED]
- (c) Schedule 3 (Performance Levels);
- (d) Schedule 4 (Standards) (to the extent that it applies to Supplier A), except that the following wording shall be deemed added as a new Paragraph 8.2:

[REDACTED]
- (e) Schedule 5 (Security Management);
- (f) Schedule 6A (Insurance Requirements), except that the following wording shall be deemed added as a new Paragraph 7 “Other”:

“Supplier A has the ability to pay the limits on liability identified in the Contract (including the limitation of liability provisions of the Supplier A ERP Terms). The provisions of this Schedule 6A (Insurance Requirements) are not intended to, and do not, increase or decrease Supplier A’s liability under the limitation of liability sections of the Contract (including the limitation of liability provisions of the Supplier A ERP Terms).”
- (g) Schedule 8 (Supplier Solution);
- (h) Schedule 9A (Commercially Sensitive Information);
- (i) Schedule 15 (Charges and Invoicing), except that:

[REDACTED]
- (j) Schedule 18 (Financial Distress) (to the extent that it applies to Supplier A);
- (k) Schedule 21 (Governance);

- (l) Schedule 22 (Change Control Procedure) (to the extent that it applies to Supplier A, subject to the wording inserted in Schedule 2 (Services Description) by Paragraph (b) above);
- (m) Schedule 24 (Reports and Records Provisions) (to the extent that it applies to Supplier A);
- (n) Schedule 25 (Exit Management) in so far as it is relevant to Supplier A's provision of the Operational Services;
- (o) Schedule 27 (Conduct of Claims);
- (p) Schedule 28A (Staff Transfer – Supplier A); and
- (q) Schedule 31A (Processing Personal Data) (in so far as it relates to Supplier A as a data processor).

Except as otherwise set out in this Paragraph 2, no Clauses or Schedules (other than the contents of this Schedule 34) shall apply to the provision of Operational Services as set out in this Schedule.

Appendix A

REDACTED

Exhibit A

Supplier A ERP Terms



ORACLE CLOUD SERVICES AGREEMENT

This Oracle Cloud Services Agreement (this "Agreement") is between Oracle Corporation UK Limited ("Oracle" "we," "us," or "our") and the entity that has executed this Agreement as identified in the signature block below ("You"). This Agreement sets forth the terms and conditions that govern orders placed under this Agreement.

1 USE OF THE SERVICES

- 1.1 We will make the Oracle services listed in Your order (the "Services") available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the non-exclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the "Services Period"), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.
- 1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Services Period of Your order.
- 1.3 You may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use Policy"). In addition to other rights that we have in this Agreement and Your order, we have the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include, without limitation, removing or disabling access to material that violates the policy.

2 FEES AND PAYMENT

- 2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses.
- 2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.
- 2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.

3 OWNERSHIP RIGHTS AND RESTRICTIONS

- 3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.
- 3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.
- 3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.
- 3.4 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs) unless required to be permitted by law for interoperability; (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

4 NONDISCLOSURE

- 4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.
- 4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

- 4.3 Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.

5 PROTECTION OF YOUR CONTENT

- 5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.

- 5.2 To the extent Your Content includes Personal Data (as that term is defined in the applicable data privacy policies and the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the following:

5.2.1 the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and

5.2.2 the applicable version of the Data Processing Agreement for Oracle Services (the "Data Processing Agreement"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> 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.

- 5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including, without limitation, any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.

- 5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6 WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).
- 6.2 We do not warrant that the services will be performed error-free or uninterrupted, that we will correct all services errors, or that the services will meet your requirements or expectations. we are not responsible for any issues related to the performance, operation or security of the services that arise from your content or third party content or services provided by third parties.
- 6.3 For any breach of the services warranty, your exclusive remedy and our entire liability shall be the correction of the deficient services that caused the breach of warranty, or, if we cannot substantially correct the deficiency in a commercially reasonable manner, you may end the deficient services and we will refund to you the fees for the terminated services that you pre-paid to us for the period following the effective date of termination.
- 6.4 To the extent not prohibited by law, these warranties are exclusive and all other warranties or conditions, whether express or implied, are expressly excluded, including, without limitation, for software, hardware, systems, networks or environments or for merchantability, satisfactory quality and fitness for a particular purpose.

7 LIMITATION OF LIABILITY

- 7.1 Nothing in this agreement shall exclude or limit either party's liability for personal injury or death caused by the negligence of that party, or either party's liability in the tort of deceit or for fraudulent misrepresentation.
- 7.2 In no event will either party or its affiliates be liable for any indirect, consequential, incidental, special, punitive, or exemplary damages, or any loss of revenue, profits (excluding fees under this agreement), sales, data, data use, goodwill, or reputation.
- 7.3 In no event shall the aggregate liability of Oracle and our affiliates arising out of or related to this agreement or your order, whether in contract, tort, or otherwise, exceed the total amounts actually paid under your order for the services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

8 INDEMNIFICATION

- 8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

8.1.1 notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);

8.1.2 gives the Provider sole control of the defense and any settlement negotiations; and

8.1.3 gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

- 8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.
- 8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).
- 8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9 TERM AND TERMINATION

- 9.1 Unless this Agreement is terminated earlier, You may place orders governed by this Agreement for a period of five years from the date You accept this Agreement. This Agreement will continue to govern any order for the duration of the Services Period of such order.
- 9.2 Services shall be provided for the Services Period defined in Your order.
- 9.3 We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services; (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Agreement.
- 9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any

orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for nonpayment of fees, the nonbreaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the Services. Our data deletion practices are described in more detail in the Service Specifications.

9.6 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10 THIRD-PARTY CONTENT, SERVICES AND WEBSITES

10.1 The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("Third Party Services"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.

10.2 Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. To the extent not prohibited by law, we disclaim all liabilities arising from or related to Third Party Content.

10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11 SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

- 11.1 We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.
- 11.2 We may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as "Service Analyses"). We may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content, Personal Data or Confidential Information in a form that could serve to identify You or any individual. We retain all intellectual property rights in Service Analyses.
- 11.3 We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of this Agreement and Your order (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by this Agreement.

12 EXPORT

- 12.1 Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. Such export laws govern use of the Services (including technical data) and any Services deliverables provided under this Agreement, and You and we each agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, software programs and/or materials resulting from the 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.
- 12.2 You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13 FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14 GOVERNING LAW AND JURISDICTION

This Agreement is governed by English law and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in England in any dispute arising out of or relating to this Agreement.

15 NOTICE

- 15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle Corporation UK Limited, Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA, Attention: Director of Legal Services.
- 15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16 ASSIGNMENT

You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity.

17 OTHER

- 17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.
- 17.2 Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement.
- 17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.

- 17.4 Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.
- 17.6 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.

18 ENTIRE AGREEMENT

- 18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this Agreement excludes or limits Oracle's liability for deceit or fraudulent misrepresentation.
- 18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorized representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19 AGREEMENT DEFINITIONS

- 19.1 "**Oracle Software**" means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.
- 19.2 "**Program Documentation**" refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 19.3 "**Service Specifications**" means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do

not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.

- 19.4 **“Third Party Content”** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.
- 19.5 **“Users”** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with this Agreement and Your order. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of this Agreement and Your order.
- 19.6 **“Your Content”** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content.” Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

20 CLOUD SERVICES AGREEMENT EFFECTIVE DATE

The Effective Date of this Cloud Services Agreement is _____.

**Exhibit B
Supplier A Data Processing Agreement**



**Data Processing Agreement for Oracle Services
("Data Processing Agreement")**

Version January 1, 2023

1. Scope and Applicability

This Data Processing Agreement applies to Oracle's Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Services Agreement. Unless otherwise expressly stated in Your Services Agreement, this version of the Data Processing Agreement shall be effective and remain in force for the term of Your Services Agreement.

2. Responsibility for Processing of Personal Information and Description of Processing Activities

2.1 You are a Controller and Oracle is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

2.2 Oracle will Process Personal Information during the term of the Services Agreement solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 In particular and depending on the Services, Oracle may Process Personal Information for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.

2.4 As part of the provision of the Services and depending on the Services, Oracle may Process Personal Information about Your Individuals, including Your end users, employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

2.5 Personal Information about Your Individuals may include, but is not limited to, personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and

other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; geolocation data; IP addresses and online behavior and interest data.

2.6 Unless otherwise specified in the Services Agreement, You may not provide Oracle with any data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Data Processing Agreement or Services Agreement (e.g., certain regulated health or payment card information). If available for the Services, You may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to sensitive or special data You seek to include in Your Content. You remain responsible for compliance with Your specific regulatory, legal or industry data security obligations which may apply to such data.

2.7 Additional or more specific descriptions of Processing activities may be included in the Services Agreement.

2.8 Oracle is a Service Provider in respect to Personal Information processed in performance of the Services. Oracle will not: (a) Sell or Share any Personal Information; (b) retain, use, or disclose any Personal Information (i) for any purpose other than for the Business Purposes specified in the Services Agreement, including for any Commercial Purpose, or (ii) outside of the direct business relationship between Oracle and You; or (c) combine Personal Information received from or on behalf of You with Personal Information received from or on behalf of any third party, or collected from Oracle's own interaction with Individuals, except to perform a Business Purpose that is permitted by the CCPA and the Services Agreement. Oracle will notify You of its use of Sub-processors in accordance with Section 5 of this Data Protection Agreement; and ensure Sub-processors are subject to applicable written agreements per Section 5 of this Data Protection Agreement. The parties acknowledge that the Personal Information You disclose to Oracle is provided only for the limited and specified Business Purposes set forth in the Services Agreement. Oracle shall provide the same level of protection to Personal Information as required by the CCPA and as more fully set out in the Agreement. You may take such reasonable steps as may be necessary (a) to remediate Oracle's unauthorized use of Personal Information, and (b) to ensure that Personal Information is used in accordance with the terms of this Data Processing Agreement by exercising Your rights under Section 8 of this Data Processing Agreement. Oracle shall notify You if it makes a determination that it is not able to meet its obligations under the CCPA in connection with its provision of the Services.

3. Your Instructions

3.1 In addition to Your instructions incorporated into the Services Agreement, You may provide additional instructions in writing to Oracle with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. Oracle will promptly comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

3.2 Oracle will follow Your instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law.

Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable Data Protection Law. Oracle is not responsible for providing legal advice to You.

3.3 To the extent Oracle expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Oracle's obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

4. Privacy Inquiries and Requests from Individuals

4.1 If You receive a request or inquiry from an Individual related to Personal Information Processed by Oracle under the Services Agreement, including Individual requests to access, delete or erase, restrict, rectify, receive and transmit (data portability), block access to or object to Processing of specific Personal Information, You can securely access Your Services environment that holds Personal Information to address the request. Additional information on how to access the Services to address privacy requests or inquiries from Individuals is available in the applicable Oracle Product or Service Feature Guidance documentation available on My Oracle Support (or other applicable primary support tool or support contact provided for the Services).

4.2 To the extent access to the Services is not available to You or otherwise not responsive to the request or inquiry, You can submit a "service request" via My Oracle Support (or other applicable primary support tool or support contact provided for the Services, such as Your project manager) with detailed written instructions to Oracle on how to assist You with such request.

4.3 If Oracle directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, Oracle will advise the Individual to identify and contact the relevant controller(s).

5. Oracle Affiliates and Third Party Subprocessors

5.1 You provide Oracle general written authorization to engage Oracle Affiliates and Third Party Subprocessors as necessary to assist in the performance of the Services.

5.2 To the extent Oracle engages such Third Party Subprocessors and/or Oracle Affiliates, it requires that such entities are subject to the same level of data protection and security as Oracle under the terms of this Data Processing Agreement and Applicable Data Protection Law. You will be entitled, upon written request, to receive copies of the relevant privacy and security terms of Oracle's agreement with any Third Party Subprocessors and Oracle Affiliates that may Process Personal Information. Oracle remains responsible for the performance of the Oracle Affiliates' and Third Party Subprocessors' obligations in compliance with the terms of the Services Agreement.

5.3 Oracle maintains lists of Oracle Affiliates and Third Party Subprocessors that may Process Personal Information. These lists are available via [My Oracle Support](#), Document ID 2121811.1 (or other applicable primary support tool, user interface or contact provided for the Services, such as the [NetSuite Support Portal](#) or Your Oracle project manager). To receive notice of any intended changes to these lists of Oracle Affiliates and Third Party Subprocessors, You can (i) sign up per the instructions on My Oracle Support, Document ID 2288528.1; or (ii) Oracle will provide you notice of

intended changes where a sign up mechanism is not available. For ACS and Consulting Services, any additional Third Party Subprocessors that Oracle intends to use will be listed in Your order for ACS or Consulting Services, or in a subsequent "Oracle Subprocessor Notice", which Oracle will send to you by e-mail as necessary.

5.4 Within thirty (30) calendar days of Oracle providing such notice to You under Section 5.3 above, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Services by submitting a "service request" via (i) My Oracle Support (or other applicable primary support tool) or (ii) for ACS and Consulting Services, the project manager for the Services. You and Oracle will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Subprocessor's or Oracle Affiliate's compliance with the Data Processing Agreement or Applicable Data Protection Law, or delivering the Services without the involvement of such Third Party Subprocessor. To the extent You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant Services (i) upon serving thirty (30) days prior notice; (ii) without liability to You or Oracle and (iii) without relieving You from Your payment obligations under the Services Agreement up to the date of termination. If the termination in accordance with this Section 5.4 only pertains to a portion of Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

6. Cross-Border Data Transfers

6.1 For Cloud Services, Personal Information will be stored in the data center region specified in Your order for such Services or, if applicable, the geographic region that You have selected when activating the production instance of such Services.

6.2 Without prejudice to Section 6.1 above, Oracle may Process Personal Information globally as necessary to perform the Services, such as for support, incident management or data recovery purposes.

6.3 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable European Data Protection Law to countries outside Europe not covered by an adequacy decision, such transfers are subject to (i) Oracle's Binding Corporate Rules for Processors or BCR-p (also referred to as the Oracle Processor Code) and (ii) the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021.

The most current version of Oracle's Binding Corporate Rules for Processors (Oracle Processor Code) is available on <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>, and is incorporated by reference into the Services Agreement and this Data Processing Agreement. Oracle has obtained EEA authorization for its Binding Corporate Rules for Processors (Processor Code) and will maintain such authorization for the duration of the Services Agreement. Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with Oracle's Binding Corporate Rules for Processors (Oracle Processor Code), the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021, this Data Processing Agreement and the Services Agreement.

6.4 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable UK Data Protection Law, to countries outside the United

Kingdom not covered by an Adequacy Decision by the UK ICO, such transfers are subject to (i) the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021 as supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (the “**IDTA**”), which are incorporated herein by reference; and (ii) when approved by the UK ICO, the approved UK Binding Corporate Rules for Processors, in the form that will be approved by the UK ICO for use in the UK and will be published on Oracle’s public websites. The IDTA will be read in conjunction with the Agreement and the Data Processing Agreement.

6.5 The parties will review any supplemental measures, which may be required based on applicable Data Protection Law for the transfer of Personal Information to countries that do not offer an adequate level of protection. The parties will work together in good faith to find a mutually acceptable resolution to address such supplementary measures, including but not limited to reviewing technical documentation for the Services, and discussing additional available technical safeguards and security services.

6.6 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under other Applicable Data Protection Laws globally, such transfers shall be subject to (i) for transfers to Oracle Affiliates, the terms of the Oracle Intra-Company Data Transfer and Mandate Agreement, which requires all transfers of Personal Information to be made in compliance with Applicable Data Protection Law and all applicable Oracle security and data privacy policies and standards globally; and (ii) for transfers to Third Party Subprocessors, security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement and Applicable Data Protection Law.

7. Security and Confidentiality

7.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services:

- For **all Services**: Oracle’s Corporate Security Practices, available at <https://www.oracle.com/corporate/security-practices/>;
- For **Cloud Services**: Oracle’s Hosting & Delivery Policies, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>;
- For **NetSuite (NSGBU) Services**: NetSuite’s Terms of Service, available at: <http://www.netsuite.com/portal/resource/terms-of-service.shtml>;
- For **Global Customer Support Services**: Oracle’s Global Customer Support Security Practices available at: <https://www.oracle.com/support/policies.html>;
- For **Consulting and Advanced Customer Support (ACS) Services**: Oracle’s Consulting and ACS Security Practices available at: <http://www.oracle.com/us/corporate/contracts/consulting-services/index.html>.

7.2 All Oracle and Oracle Affiliates employees, and Third Party Subprocessors that Process

Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Oracle policies concerning protection of confidential information.

8. Audit Rights and Assistance with Data Protection Impact Assessments

8.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year, including inspections of the applicable Services data center facility that hosts Personal Information. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits.

8.2 If You engage a third party auditor, the third party must be mutually agreed to by You and Oracle (except if such third party is a Regulator). Oracle will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Oracle or otherwise be bound by a statutory or legal confidentiality obligation.

8.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration, and start date of the audit. Oracle will review the proposed audit plan and provide You with any concerns or questions. Oracle will work cooperatively with You to agree on a final audit plan within a reasonable timeframe.

8.4 The audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and Oracle's health and safety or other relevant policies, and may not unreasonably interfere with Oracle business activities.

8.5 Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of Your Services Agreement. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement.

8.6 Each party will bear its own costs in relation to the audit, unless Oracle promptly informs you upon reviewing Your audit plan that it expects to incur additional charges or fees in the performance of the audit that are not covered by the fees payable under Your Services Agreement, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

8.7 Without prejudice to the rights granted in Section 7.1 above, if the requested audit scope is addressed in a SOC, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

8.8 You may also request that Oracle audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist You in obtaining a third-party audit report concerning the Third Party Subprocessor's operations) to verify compliance with the Third

Party Subprocessor's obligations.

8.9 Oracle provides You with information and assistance reasonably necessary for You to conduct Your data protection impact assessments or consult with Your Regulator(s), by granting You electronic access to a record of Processing activities and Oracle Product/Service privacy & security functionality guides for the Services. This information is available via (i) My Oracle Support, Document ID 111.1 or other applicable primary support tool provided for the Services, such as the NetSuite Support Portal, or (ii) upon request, if such access to My Oracle Support (or other primary support tool) is not available to You.

9. Incident Management and Breach Notification

9.1 Oracle has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorized disclosure or access to Your Content (as such term is defined in the Services Agreement) transmitted, stored or otherwise Processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if an Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Information Breach, mitigate any possible adverse effects and prevent a recurrence.

9.2 Oracle will notify you of a confirmed Information Breach without undue delay but at the latest within 24 hours. As information regarding the Information Breach is collected or otherwise reasonably becomes available to Oracle, Oracle will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of information that were the subject of the Information Breach. You agree to coordinate with Oracle on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Information Breach.

10. Return and Deletion of Personal Information

10.1 Upon termination of the Services, Oracle will promptly return, including by providing available data retrieval functionality, and subsequently delete any remaining copies of Personal Information on Oracle systems or Services environments, except as otherwise stated in the Services Agreement.

10.2 For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Oracle as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

11. Legal Requirements

11.1 Oracle may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

11.2 Oracle will promptly inform You of requests to provide access to Personal Information and use reasonable efforts to redirect the authority that made the request to You, unless otherwise required by law.

11.3 To the extent Oracle is required to respond to the request, it will first assess on a case-by-case basis whether the request is legally valid and binding on Oracle, including whether the request is consistent with Applicable Data Protection Law. Any request that is not legally valid and binding on Oracle will be resisted in accordance with applicable law.

12. Data Protection Officer

12.1 Oracle has appointed a Chief Privacy Officer and a local Data Protection Officer in certain countries. Further details on how to contact Oracle's Chief Privacy Officer and, where applicable, the local Data Protection Officer, are available [here](#).

12.2 If You have appointed a Data Protection Officer, You may request Oracle to include the contact details of Your Data Protection Officer in the relevant Services order.

13. Definitions

"Applicable Data Protection Law" means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, including Applicable European Data Protection Law, Applicable UK Data Protection Law, the California Consumer Privacy Act as amended ("CCPA") and other US State laws.

"Applicable European Data Protection Law" means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; and (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended.

"Applicable UK Data Protection Law" means (i) the UK GDPR, meaning the EU General Data Protection Regulation EU/2016/679, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 pursuant to amendments to the EU General Data Protection Regulation EU/2016/679 made by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020 and the Data; and (ii) the UK Data Protection Act 2018, as amended.

"Europe" means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Lichtenstein and Norway; and (ii) Switzerland.

"Individual" shall have the same meaning as the term "data subject" or the equivalent term under Applicable Data Protection Law.

"Information Breach" means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Your Content transmitted, stored or otherwise Processed on Oracle systems or the Services environment that compromises the security, confidentiality or integrity of Your Content.

"Process/Processing", "Controller", "Processor" and "Binding Corporate Rules" (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

"Service Provider", "Sell", "Share", "Business Purpose", and "Commercial Purpose" have the meaning set forth under the CCPA.

"Oracle Affiliate(s)" means the subsidiar(y)(ies) of Oracle Corporation that may Process Personal Information as set forth in this Data Processing Agreement.

“Oracle Intra-Company Data Transfer and Mandate Agreement” means the Oracle Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Oracle Corporation and the Oracle Affiliates.

“Oracle Binding Corporate Rules for Processors” or **“Oracle Processor Code”** means the EU or UK Oracle’s Privacy Code for Processing Personal Information of Customer Individuals, as the case may be.

“Oracle” means the Oracle Affiliate that has executed the Services Agreement.

“Personal Information” shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under Applicable Data Protection Law.

“Regulator” shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

“Services” or the equivalent terms “Service Offerings” or “services” means the Cloud, Advanced Customer Support, Consulting, or Global Technical Support services specified in the Services Agreement.

“Services Agreement” means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order, and (iii) the Service Specifications.

“Third Party Sub-processor” means a third party, other than an Oracle Affiliate, which Oracle subcontracts with and which may Process Personal Information as set forth in this Data Processing Agreement.

“You” means the customer entity that has executed the Services Agreement.

Other capitalized terms have the definitions provided for them in the Services Agreement.