

RM6194 BOS Order Form Template for On Premise Oracle Software and Technical Support Services

Order Form

CALL-OFF REFERENCE: C23560

THE BUYER: Secretary of State for the Home Department

BUYER ADDRESS: 2 Marsham Street
London,
SW1P 4DF

THE SUPPLIER: Oracle Corporation UK Limited

SUPPLIER ADDRESS: Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA

REGISTRATION NUMBER: 01782505

DUNS NUMBER: 29-160-1524

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Deliverables (as defined in Call-Off Schedule 23 (Supplier Furnished Terms)) and described in this Order.

It is issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software and related services.

CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1(Definitions and Interpretation) RM6194
3. The following Schedules in equal order of precedence:
 - Joint Schedules for **RM6194**
 - o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - o Joint Schedule 10 (Rectification Plan)
 - o Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **RM6194**
 - o Call-Off Schedule 1 (Transparency Reports)
 - o Call-Off Schedule 2 (Staff Transfer)
 - o Call-Off Schedule 3 (Continuous Improvement)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
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- o Call-Off Schedule 20 (Call-Off Specification)
 - o Call-Off Schedule 23 (Supplier-Furnished Terms)
4. CCS Core Terms (version 3.0.10)
 5. Joint Schedule 5 (Corporate Social Responsibility) RM6194

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF SPECIAL TERMS

N/A

CALL-OFF START DATE

The last signed date of the Order Form stated below.

CALL-OFF DELIVERABLES

Subject to the terms of the "Deliverables Commercial Parameters" attached as Annex A to this Order Form ("**Annex A**") and Parts A and B of Call-Off Schedule 20 (Call-Off Specification), the Call-Off Deliverables are as set forth in Part C of Call-Off Schedule 20 (Call-Off Specification) and provided in accordance with the terms of Call-Off Schedule 23 (Supplier Furnished Terms).

Oracle Software (as defined in Call-Off Schedule 23 (Supplier Furnished Terms) will be made available by electronic download.

The Buyer has ordered twelve (12) months ("**Initial Support Period**") of Technical Support (as defined in Call-Off Schedule 20 (Call-Off Specification) for the Oracle Software.

The Call-Off Start Date set forth above shall serve as the start date of the Oracle Software and Technical Support purchased under this Order Form.

[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is [REDACTED]

[REDACTED]

CALL-OFF CHARGES

Fee Description	Fee (£)
Oracle Software Fees	429,182.58
Technical Support Fees	94,420.18
Total Charges (excl. VAT)	523,602.76

The Buyer agrees to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on the Supplier's income. In addition to the Charges above and listed in Part C of Call-Off Schedule 20 (Call-Off Specification), the Supplier will invoice the Buyer for any applicable shipping charges, and the Buyer will be responsible for such charges.

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All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

1. Payment Terms

- a. Net [REDACTED] from invoice date.
- b. The Buyer's order cannot be cancelled and the Buyer's payment of the sums is non-refundable. The Supplier will issue an invoice to the Buyer upon receipt of a purchase order or a form of payment acceptable to the Supplier.
- c. The Buyer may only retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call Off Contract. The Buyer's right to retain or set-off amounts owed to it shall only apply where the Supplier has agreed that the amount is owed or the Buyer have a binding court judgment to that effect. Otherwise, fees payable shall be paid in full and all other rights of set-off whether at common law or otherwise in favour of the Buyer are excluded.

2. Payment Frequency

- a. Oracle Software fees are invoiced as of the Call-Off Start Date.
- b. Technical Support fees are invoiced annually in advance.

BUYER'S INVOICE ADDRESS

Accounts Payable, Home Office, HO Box 5015, SSCL, Phoenix House, Newport, NP10 8FZ, UNITED KINGDOM

Please send your invoices via email to and quote the PO number on the invoice:

HOSupplierinvoices@homeoffice.gov.uk

Subject at all times to the terms and conditions of this agreement, for any queries regarding invoicing or payment, please contact the Shared Service Centre by emailing Finance-ap-enquiries@homeoffice.gov.uk or call on 0345 010 0125. Please ensure to quote the PO reference on all correspondence.

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

SUPPLIER'S CONTRACT MANAGER

Same as stated above under Supplier's Authorised Representative section.

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	Any	Pricing (except to the extent that this has to be disclosed in the OJEU contract award notice or to comply with the UK governments' transparency agendas) especially the way in which the Supplier has arrived at the aggregate contract price, any information revealing the different constituent elements of the aggregate contract price, day rates. Information relating to the Supplier's costs. Information as to the proposed level of discounts offered.	Contract term + 5 years
2	Any	The Supplier's (or any member of the Supplier's group's) intellectual property. All information that is not in the public domain relating to the Supplier's (or any member of the Supplier's group's) intellectual property rights, solution design and methodologies including all templates, method statements, workshop agendas, detailed implementation plans and resourcing profiles. Any product or service roadmaps relating to potential future developments.	Indefinitely
3	Any	Information relating to product or service performance or vulnerabilities including security vulnerabilities. Any test results.	Indefinitely

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4	Any	Information not in the public domain relating to the Supplier group's business or investment/divestment plans, financial standing.	Indefinitely
5	Any	Information not in the public domain relating to any litigation or disputes that the Supplier group is a party to.	Indefinitely
6	Any	Details of the Supplier's suppliers, partners and sub-contractors and technology used to provide the Services (including all information relating to Key Subcontractors).	Indefinitely
7	Any	Personal data relating to the Supplier's members of staff and anybody else working on the contract. Terms and conditions of employees.	Indefinitely
8	Any	Details of the Supplier's insurance arrangements.	Indefinitely

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

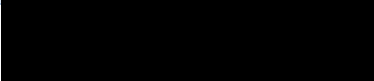
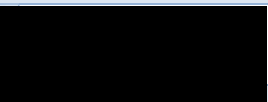
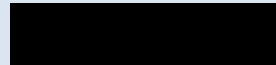

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Deal Manager	Role:	Associate Commercial Specialist
Date:	26 August 2022	Date:	26-Aug-2022 2:20 AM PDT

Order Form Annex A

Deliverables Commercial Parameters

References in Schedule to “Oracle” “we,” “us,” or “our” are references to Oracle Corporation UK Limited and references to “Customer”, “You”, “Your” are to the Buyer identified in the Order Form:

1. Continuous Improvement / Change In Law

Subject to Section 3.2 of Call-Off Schedule 23 (Supplier Furnished Terms), updates and enhancements to the Services and Deliverables that are made generally available by us to our customers at no additional charge to their ongoing recurring charges shall be similarly provided to You at no increase in the Charges. Where, (i) pursuant to Oracle's Continuous Improvement obligations set out in the Call Off Contract, Oracle proposes a Variation in the Deliverables which is not within the scope of the preceding sentence, or (ii) where there is a change in Law which is not within the scope of the preceding sentence, additional Charges may apply, such additional Charges to be agreed between the Parties as part of the Variation Procedure.

2. Protection of Your Personal Data

2.1. To the extent that Oracle may access Your Personal Data in the course of the provision of the Services You have ordered, Oracle will comply with the following:

- 2.1.1. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- 2.1.2. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, described in the Oracle Global Customer Support Security Practices available at <https://www.oracle.com/us/support/library/customer-support-security-practices-069170.pdf> and in Oracle's Corporate Security Practices available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf> (together “Oracle Corporate Security Practices”); and
- 2.1.3. the applicable version of the Data Processing Agreement for Oracle Services (the “Data Processing Agreement”). The version of the Data Processing Agreement applicable to Your Order Form (a) is available at <https://www.oracle.com/a/ocom/docs/corporate/data-processing-agreement-062619.pdf> and is incorporated herein by reference, and (b) will remain in force during the Call Off Contract Period. 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.

2.2. You are responsible for (a) any required notices, consents and/or authorisations related to Oracle's incidental processing of Your Personal Data as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Personal Data, including, without limitation, any viruses, Trojan horses, worms or other harmful programming routines contained in Your Personal Data, and (c) any use by You or Your authorised users of the Services in a manner that is inconsistent with the terms of the Call Off Contract.

2.3. Your Personal Data may not include any sensitive or special data that imposes or necessitates specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications or in Paragraph 2.1 above.

3. [REDACTED]

[REDACTED]

4. TUPE and Pension Provisions

Call-Off Schedule 2 shall be modified in accordance with this Paragraph 4. The Parties do not intend that any of Your employees and any other person who prior to the commencement of any Services provided the Services or services similar to the Services for or on behalf of You will become employees of Oracle or any sub-contractor of Oracle upon the commencement of any Services pursuant to the Employment Regulations. Furthermore, the Parties do not intend that any Oracle employees and/or any other person who provides the Services for or on behalf of Oracle will become employees of You or any Replacement Sub-Contractor pursuant to the Employment Regulations upon termination of the Services (whether in whole or in part). Accordingly, Call-Off Schedule 2 Parts C and E are applicable. For the purposes of Part C paragraph 2 shall be deleted. For the purposes of Part E, no employees should be included on the Supplier's Final personnel List. Accordingly, the provisions of paragraphs 1.5 to 1.7 of Part E shall not apply. Where Oracle is the incumbent supplier, Part D shall not apply. Oracle shall continue to abide by its pension obligations towards its own staff.

5. [REDACTED]

[REDACTED]

Joint Schedule 11 (Processing Data)

Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:

- (a) “**Controller**” in respect of the other Party who is “**Processor**”;
- (b) “**Processor**” in respect of the other Party who is “**Controller**”;
- (c) “**Joint Controller**” with the other Party;
- (d) “**Independent Controller**” of the Personal Data where there other Party is also “**Controller**”,

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller with undue delay if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
 - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that :
 - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));

- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
 - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller with undue delay if in relation to it Processing Personal Data under or in connection with the Contract it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach.
7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the Processing is not occasional;
 - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - (a) notify the Controller in writing of the intended Subprocessor and Processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
 - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Where the Parties are Joint Controllers of Personal Data

- 16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

Independent Controllers of Personal Data

- 17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to

- comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
 19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
 20. The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
 21. The Parties shall only provide Personal Data to each other:
 - (a) to the extent necessary to perform their respective obligations under the Contract;
 - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
 - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
 22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
 23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
 24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**"Request Recipient"**):
 - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
 - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - (b) implement any measures necessary to restore the security of any compromised Personal Data;

- (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

Annex 1 to Joint Schedule 11 (Processing Data)

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are as notified to Supplier from time to time in writing.
- 1.2 The contact details of the Supplier's Data Protection Officer are as detailed in the Supplier Privacy Policy at: <https://www.oracle.com/legal/privacy/>
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller in accordance with the Supplier Data Protection Agreement at: <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Relevant Authority is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ▪ <i>Personal Information (as defined within the Supplier Data Protection Agreement) that Supplier processes on the Relevant Authority's behalf for the provision of the services.</i>
	<p>The Supplier is Controller and the Relevant Authority is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> ▪ <i>Not applicable</i>
	<p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ▪ <i>Not Applicable</i>
	<p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> ▪ <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> ▪ <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i>

Duration of the Processing	Supplier may Process Personal Information during the term of the Call-Off Order and to perform its obligations relating to the return or deletion of such Personal Information, unless otherwise required by applicable law.
Nature and purposes of the Processing	Supplier may Process Personal Information as necessary to perform the Services, including where applicable 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.
Type of Personal Data	In order to perform the Services and depending on the Services the Relevant Authority has ordered, Supplier may Process some or all of the following categories of Personal Information: 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; IP addresses and online behavior and interest data.
Categories of Data Subject	Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Relevant Authority's representatives and end users, such as Relevant Authority's employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	Following any applicable retrieval period, the Supplier will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Supplier systems or Services environments, except as otherwise stated in the Supplier's Service Specifications or elsewhere in the agreement.

Call Off Schedule 1 (Transparency Reports)

1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A to Call Off Schedule 1 (Transparency Reports)

Annex A - List of Transparency Reports

It is agreed that no transparency reports are required to be delivered by the Supplier as the Buyer will have access to relevant information through the My Oracle Support portal <https://support.oracle.com> (or a replacement service identified in the Supplier's Service Specifications) (the "**Portal**"). The Portal will provide service request reporting for Technical Support that the Buyer purchased under the Order Form.

The Buyer will also be able to use the Portal to access other information about the services. The types of information that are published are subject to change but, as at the date of the Order Form, include:

- **Service details** e.g. Customer Support Identifiers ("**CSIs**") associated with the Buyer's Portal login
- **Critical notifications** relating to a Buyer's licensed products e.g. critical patch updates, service request notification & certified configurations
- **Reports** relating to a Buyer's active support services e.g. subscribed CSIs, service requests, knowledge articles, recommended patches and community articles

For any Oracle Premier Support service, Supplier will provide familiarisation training in the use of the Portal, through the submission of a Service Request submitted by the Buyer.

Any services information provided by Supplier via the Portal or otherwise will be deemed to be confidential and may be commercially sensitive. Taking into account the other provisions of the Call-Off Contract before disclosing any such information to a third party or making such information publicly available, the Buyer must consult with the Supplier and take into account the Supplier's representations relating to such disclosure. Except to the extent required by law, such information will not be published or disclosed without Supplier's prior written consent, such consent not to be unreasonably withheld or delayed.

Cal-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Call-Off Schedule 20

Call-Off Specification for CCS Framework RM 6194

This Schedule sets out the characteristics of the Deliverables under this Call-Off Contract and terms and conditions of the Supplier that apply specifically to certain types of Oracle Software and Services which may be different than, or in addition to, the terms in Call-Off Schedule 23 (Supplier Furnished Terms). References in this Schedule to “Oracle” “we,” “us,” or “our” are references to Oracle Corporation UK Limited and references to “You” or “Your” are to the Buyer identified in the Order Form.

A. ORACLE SOFTWARE LICENSE SPECIFIC TERMS

1. Limited Use

In addition to any other terms and conditions stated in this Call-Off Contract and the SFTs, You acknowledge and agree that the following restrictions and terms apply and shall be complied with by You in relation to Your access and use of the Analytics Programs (as such term is defined below) identified in the below table:

- a. **Restricted Use.** Under this Call-Off Contract, You are ordering [REDACTED] (“Analytics Programs”). Notwithstanding any statement to the contrary in the Services Specifications, You will not be required to acquire licenses for permanent full-time and part-time employees who are not engaged in delivering the Metis System (as defined below) provided that the Analytics Programs are used solely for the **Permitted Purpose** (as defined below).
- b. **Non-Compliance.** You are solely responsible for managing compliance and demonstrating compliance to this section and the terms of this Call-Off Contract. In the event that the Restricted Services are used for purposes other than the Permitted Purpose Oracle may, in its sole and absolute discretion, invoice You for all Enterprise Employees in accordance with the Expansion provisions below commencing from month in which the Permitted Purposes were exceeded. You shall promptly pay to Oracle in accordance with the terms of this Call-Off Contract, and You shall promptly execute an amendment/variation or new order with Oracle to reflect the changed fees, quantities and scope of use for the Analytics Programs.
- c. **Permitted Purposes.** For the purposes of this order, the Permitted Purpose is use by Your permanent full-time and part-time employees solely for those internal business operations required to deliver the “Metis System” and the Analytics Programs shall not be accessed by, used by or used to track any individuals that are not engaged in delivering the Metis System.
- d. **Metis System.** Means Your internal system for managing HR, payroll, finance, customer support and employee analytics services within Oracle Cloud.

2. Future Purchases

- a. **Expansion**
 - i. If Your use of the Analytics Programs exceeds the Permitted Purpose, You must order the Oracle Software (and first year Software License Update Support for the Oracle Software) at the appropriate license and support fees specified on the attached Expansion Exhibit 1. The number of additional Oracle Software Licenses to be ordered shall be equal to the actual number of “Enterprise Employee Perpetual” as of the order date less the total number of licensed quantity (under this order or other orders) rounded up to the next increment on the attached Expansion Exhibit 1.
 - ii. If You wish to increase the number of employees using the Analytics Programs for the Permitted Purpose, You must order the Oracle Software (and first year Software License Update Support for the Oracle Software) at the appropriate license and support fees

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specified on the attached Expansion Exhibit 1. You must order the additional Oracle Software licenses in the increments specified in Expansion Exhibit 1.

- iii. Oracle has no delivery obligation for Oracle Software licenses ordered pursuant to this section.
 - iv. The version of the License Definitions and Rules referenced in this order (pursuant to SFT 1.2) will apply to Oracle Software licenses ordered pursuant to this section.
- b. Enterprise Application Specific Terms
- c. **Enterprise Employee:** is defined as (i) all of Your full-time, part-time, temporary employees, and (ii) all of Your agents, contractors and consultants who have access to, use, or are tracked by the Oracle Software. The quantity of the licenses required is determined by the number of Enterprise Employees and not the actual number of users. In addition, if You elect to outsource any business function(s) to another company, the following must be counted for purposes of determining the number of Enterprise Employees: all of the company's full-time employees, part-time employees, temporary employees, agents, contractors and consultants that (i) are providing the outsourcing services and (ii) have access to, use, or are tracked by the Oracle Software. The value of these Oracle Software licenses is determined by the number of Enterprise Employees. For these Oracle Software licenses, the licensed quantity purchased must, at a minimum be equal to the number of Enterprise Employees as of the effective date of Your order. If at any time the number of Enterprise Employees exceeds the licensed quantity, You are required to order additional licenses (and technical support for such additional licenses) such that the number of Enterprise Employees is equal to or less than the number of licensed quantity. You are not entitled to any refund, credit or other consideration of any kind if there is a reduction in the number of Enterprise Employees. In addition, each year 90 days before the anniversary date of Your order, You are required to report to Oracle the number of Enterprise Employees as of such date.

3. Territory

The Program licenses included on this order are for use worldwide, subject to U.S. export laws. To enable Oracle to provide services and accurately report revenue for tax purposes, it is estimated that the Program licenses listed in the Program and Program-Related Service Offerings section shall be installed and/or accessed in United Kingdom 100%. Your use of the Programs is not limited to this estimate.

B. TECHNICAL SUPPORT SERVICE SPECIFIC TERMS

1. Oracle Software related technical support consists of Supplier's annual technical support services ("**Technical Support**") detailed below in Part C for the Initial Support Period stated in the Order Form. Technical Support (including Initial Support Period and all subsequent renewal years) is provided under Oracle's Services Specification (as defined in Call-Off Schedule 23 (Supplier Furnished Terms)) in effect at the time the Technical Support is provided which You agree to be bound by and comply with. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information and consents that Oracle may require in order to perform the Services.
2. Technical Support for any Oracle Software license within a license set must be purchased at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if it agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Services Specification in effect at the time of termination. Oracle Software license set definition is available in the current Services Specification. If You decide not to purchase Technical Support, You may not update any unsupported Oracle Software licenses with new versions of the Oracle Software.

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3. For the purposes of the Technical Support renewals for the Oracle Software for all subsequent years after the Initial Support Period, any order-specific terms contained in the Order Form (including this Schedule 20) will no longer be carried forward and Your Technical Support will be renewed under a separate order form ("**Technical Support Renewal Order**") and subject to the terms contained in the then-applicable Technical Support Renewal Order. All renewals of Technical Support will reflect Oracle's standard billing terms, annually in advance.

C. DELIVERABLES

1. Summary of Fees

- a. Listed below is a summary of net fees due under this Order. All Charges on this Order Form are in Pound Sterling.

Oracle Software and Technical Support				
Item	Part Number	Description / License Type	Quantity	Net Fee
1.0	L42186	Oracle Data Integrator Enterprise Edition - Processor Perpetual	8	
1.1		Software Update License & Support		
2.0	L46480	Oracle Data Relationship Management - Record Perpetual	35000	
2.1		Software Update License & Support		
3.0	L54846	Oracle Financial Analytics Fusion Edition - Application User Perpetual	54	
3.1		Software Update License & Support		
4.0	L54885	Oracle Human Resources Analytics Fusion Edition - Enterprise Employee Perpetual	400	
4.1		Software Update License & Support		
5.0	L55024	Oracle Procurement and Spend Analytics Fusion Edition - Application User Perpetual	46	
5.1		Software Update License & Support		
6.0	L72025	Oracle Data Relationship Steward - Application User Perpetual	15	
6.1		Software Update License & Support		
7.0	L89218	Oracle Data Integrator Enterprise Edition - Named User Plus Perpetual	160	
7.1		Software Update License & Support		
8.0	L98292	Oracle WebCenter Enterprise Capture - Processor Perpetual	4	
8.1		Software Update License & Support		
9.0	L98298	Oracle WebCenter Enterprise Capture - Named User Plus Perpetual	100	
9.1		Software Update License & Support		

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Oracle Software and Technical Support				
Item	Part Number	Description / License Type	Quantity	Net Fee
		Oracle Software Fees		429,182.54
		Technical Support Fees		94,420.18
		Total Oracle Software and Technical Support Fees		523,602.76

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Expansion Exhibit 1

Program Description	License Type	Increment	License Fee per Increment	First Year Software Update License & Support Fee per Increment
Oracle Human Resources Analytics Fusion Edition	Enterprise Employee Perpetual	■	■	■

Call-Off Schedule 23 (Supplier Furnished Terms)

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Call Off Schedule 23

Oracle 'Supplier Furnished Terms' for CCS Framework RM 6194

On Premise Oracle Software and Technical Support Services

These Terms represent the Supplier Furnished Terms related to the grant of on premise Oracle Software licenses and related Services (i.e. related support for Oracle Software licensed by the Buyer from the Supplier which are not provided as part of any other Oracle Service Offering (as defined below)) as envisaged by the above Framework Contract entered into between Oracle Corporation UK Limited (being the Supplier) and the Authority. They form part of a Call Off Contract entered into between the Supplier and the Buyer identified in a relevant Order Form pursuant to the above Framework Contract. Except as defined otherwise in this document, words or phrases used in this document which are defined in the Call Off Contract have the same meaning when used in these Supplier Furnished Terms.

References in these Supplier Furnished Terms to "**Oracle**" "**we**," "**us**," or "**our**" are references to Oracle Corporation UK Limited and references to "**You**", "**Your**" are to the Buyer identified in the Order Form.

1. License

- 1.1. Upon Oracle's acceptance of Your Order Form, You have the non-exclusive, non-assignable, royalty free, perpetual (unless otherwise specified in Your Order Form), limited right to use the Oracle Software and receive any related Services You ordered solely for Your internal business operations and subject to the terms of the Call-Off Contract, including the definitions and rules referenced in Part A of Call-Off Schedule 20 (Call-Off Specifications) and the Oracle Software Documentation.
- 1.2. The Order Form incorporates by reference the terms of the License Definitions and Rules current from time-to-time, which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.
- 1.3. Upon payment for Oracle Software and related Services, You have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for Your internal business operations anything developed by Oracle and delivered to You under the Call-Off Contract ("**Oracle Software-related deliverables**"); however, certain Oracle Software-related deliverables may be subject to additional license terms provided or referred to in the Order Form.
- 1.4. You may allow Your agents and contractors (including, without limitation, outsourcers) to use the Oracle Software and Oracle Software-related deliverables for Your internal business operations and You are responsible for their compliance with the terms of these Supplier Furnished Terms and the terms of the Order Form. For Oracle Software that are specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed.
- 1.5. You may make a sufficient number of copies of each Oracle Software for Your licensed use and one copy of each Oracle Software media.
- 1.6. Oracle will make available to You for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com> ("**Internet URL**") the Oracle Software listed in Part C to Call-Off Schedule 20. Through the Internet URL You can access and electronically download to Your location the latest production release of the Oracle Software as of the Call Off Start Date and related Oracle Software Documentation for each Oracle Software listed Part C to Call-Off Schedule 20. Provided that You have continuously maintained Technical Support (as defined in Call-Off Schedule 20) for the Oracle Software, You may continue to download the Oracle Software and related Oracle Software Documentation. You acknowledge and understand that not all Oracle Software are available on all hardware/operating system combinations. For the most recent Oracle Software availability please check the Internet URL. You acknowledge that Oracle is under no further delivery obligation with respect to Oracle Software under the Order Form, electronic download or otherwise.
- 1.7. Oracle will promptly following signature of the Order Form, make available the Oracle Software either on tangible media or via electronic download as specified in the Order Form. You are responsible for installation of the Oracle Software unless the Oracle Software have been pre-

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installed by Oracle on hardware You are purchasing under the Order Form or unless You have purchased installation services from Oracle for those Oracle Software.

- 1.8. Notwithstanding the foregoing, if ordered under the Order Form, Oracle will deliver the tangible media to the delivery address specified in the Order Form. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are FCA Dublin, Ireland (Incoterms 2010).

2. Restrictions

- 2.1. The Oracle Software shall be used only in the United Kingdom unless specified otherwise in Part A to Call-Off Schedule 20.
- 2.2. The Oracle Software may contain or require the use of third party technology that is provided with the Oracle Software. Oracle may provide certain notices to You in the Oracle Software Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of the Call-Off Contract or, if specified in the Oracle Software Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by the Call-Off Contract. However, for clarity, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Oracle Software and is licensed to You under the terms of the Call-Off Contract.
- 2.3. You may not:
 - 2.3.1. remove or modify any Oracle Software markings or any notice of Oracle's or its licensors' proprietary rights;
 - 2.3.2. make the Oracle Software or materials resulting from the Service Offerings available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific Oracle Software license or materials from the Service Offerings You have acquired);
 - 2.3.3. cause or permit reverse engineering, disassembly or decompilation of the Oracle Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Oracle Software) unless required to be permitted by law for interoperability;
 - 2.3.4. disclose results of any Oracle Software benchmark tests without Oracle's prior written consent.
- 2.4. You may order a limited number of Service Offerings as listed in the Service Offerings document, which is at <http://oracle.com/contracts>. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Service Offerings and You will perform the actions identified in the order as Your responsibility. If while performing these Service Offerings Oracle requires access to another vendor's products that are part of Your system, You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf. Service Offerings are acquired by You under a separate order. The terms referenced in that order shall govern Your use of such Service Offerings.
- 2.5. Oracle Software is provided in object code, binary form only except for specific exceptions that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

3. Technical Support

- 3.1. For purposes of an Order Form Oracle will, during the relevant support period (, provide Services for Oracle Software, unless earlier terminated in accordance with the Call Off Contract, solely for Your internal business operations. The Services Specification are incorporated in the Call-Off Contract and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of Services provided for supported Oracle Software during the period for which fees for Services have been paid. You acknowledge that You have reviewed the Services Specification prior to entering into the Order Form for the applicable Services.

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- 3.2. The Service Specifications (as defined in section 12 below) describe and govern the Services. The Services offered under the Framework Contract are standard Oracle service offerings and You are responsible for selecting the Services to meet Your requirements. During the Call Off Contract Period, we may update the Services, Service Specifications and applicable security and privacy policies (including those policies referred to in paragraph 2 of Annex A to the Order Form (Deliverables Commercial Parameters) and section 11.24 below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices and patterns of system use. Oracle updates to the Services, Service Specifications and applicable security and privacy policies will not result in a material reduction in the level of Services provided for supported Oracle Software during the period for which fees for technical support have been paid. Software Updates (as defined in the Services Specification) that are made generally available by us to our customers at no additional charge to their ongoing recurring charges shall be similarly provided to You at no increase in the Charges. Oracle will endeavour to give as much notice as possible of any new version of the Oracle Software provided as part of the Services, but You recognise that it may not be practical to give three (3) months' advance notice of a new version, particularly where such new version is issued to address a potential Defect affecting the Oracle Software.
- 3.3. Service Levels – Call Off Schedule 14 shall not apply to the Call Off Contract. Oracle's Services Specification are the exhaustive statement of any applicable Service Levels.
- 3.4. Services for any Oracle Software license within a license set must be purchased at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if it agrees to terminate that subset of licenses. The fees for the Services for the remaining licenses will be priced in accordance with the Services Specification in effect at the time of termination. Notwithstanding section 1.2 above, the Supplier's license set definition is available in the current Services Specification. If You decide not to purchase Technical Support, You may not update any unsupported Oracle Software licenses with new versions of the Oracle Software.

4. Ownership Rights and Restrictions

- 4.1. We or our licensors retain all ownership and intellectual property rights in and to the Services, the Oracle Software, derivative works thereof, and anything developed or delivered by or on behalf of us under this Call-Off Contract including all New IPR and any Specially Written Software.
- 4.2. Any Software Updates made available to You in the course of the provision of the Services shall be subject to the license terms set forth in these Supplier Furnished Terms in respect of the applicable Oracle Software.
- 4.3. 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 or Software Updates (including data structures or similar materials produced by programs) unless required to be permitted by law for interoperability; (b) access or use the Services or Software Updates 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 and/or any Software Updates to any third party except as permitted by the Call Off Contract. For the avoidance of doubt, except as expressly permitted by the terms governing Your license rights in respect of the applicable Oracle Software, no element of the Oracle Software provided as part of the Services or created in the course of the provision of the Services can be published by You as 'open source'.

5. Warranties, Disclaimers and Exclusive Remedies

- 5.1. Each party represents that it has validly entered into this Call Off Contract and that it has the power and authority to do so.
- 5.2. We warrant that during the Call Off Contract Period we will perform the Services in a professional manner consistent with industry standards. This warranty replaces all other performance or functionality related warranties, conditions or other requirements related to the quality, functionality or performance of the Services. If the Services provided to You were not performed as warranted, You must promptly (and in any event within ninety (90) days from performance of the allegedly deficient technical support service) provide us with a written notice that describes the deficiency (including, as applicable, the service request number notifying us of the deficiency). A Rectification Plan may be required from Oracle only where the production of such a plan is reasonably required given the nature of the deficiency in question. We will notify You promptly if we become aware that

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any of the warranties and representations made by us pursuant to clause 8 of the Core Terms has become untrue or misleading.

- 5.3. Oracle also warrants that an Oracle Software licensed to You will operate in all material respects as described in the applicable Oracle Software Documentation for a period of one (1) year after delivery (i.e., via physical shipment or electronic download). This warranty replaces all other performance or functionality related warranties, conditions or other requirements related to the quality, functionality or performance of the Oracle Software. You must notify Oracle of any Oracle Software warranty deficiency within one (1) year after delivery.
- 5.4. WE DO NOT WARRANT OR GUARANTEE THAT THE ORACLE SOFTWARE AND/OR SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT WE WILL CORRECT ALL ORACLE SOFTWARE AND/OR SERVICES ERRORS, OR THAT THE ORACLE SOFTWARE AND/OR SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE ORACLE SOFTWARE AND/OR SERVICES THAT ARISE FROM MATERIALS THAT HAVE NOT BEEN PROVIDED BY ORACLE OR PRODUCTS AND/OR SERVICES PROVIDED BY THIRD PARTIES.
- 5.5. FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF ORACLE SOFTWARE ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE ERRORS OF THE APPLICABLE ORACLE SOFTWARE LICENSE IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR ORACLE SOFTWARE LICENSE AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE ORACLE SOFTWARE LICENSE AND ANY UNUSED, PREPAID SERVICES FEES YOU HAVE PAID FOR THE ORACLE SOFTWARE LICENSE; OR (B) THE RE-PERFORMANCE OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE DEFICIENT SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 5.6. TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES IN THE CALL OFF CONTRACT 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.
- 5.7. Clause 8.7 of the Core Terms does not apply should any third party technology be included within or used to provide the Deliverables or any part thereof.

6. Limitation of Liability

- 6.1. IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, SALES, DATA OR DATA USE.
- 6.2. UNDER CLAUSE 11.2 OF THE CORE TERMS, THE £5 MILLION ALTERNATIVE CAP ON LIABILITY SHALL NOT APPLY.
- 6.3. Oracle's liability in respect of breaches of clause 14 of the Core Terms shall be governed by relevant provisions of common law applicable to the recovery of damages and shall not be subject to an indemnity. The cap on liability in clause 11.6 of the Core Terms shall only apply in circumstances where there has been unauthorised access to Your Personal Data caused by a breach of Oracle's security practices. All other breaches shall be covered by the cap in clause 11.1 of the Core Terms.

7. IPR Indemnification

- 7.1. Subject to 7.5 below, the indemnity in clause 9.5 of the Core Terms shall be limited to those amounts awarded by the courts to the third party claiming infringement or agreed to be paid by Oracle as part of an agreed settlement.
- 7.2. Subject to section 7.6 below, if either of the alternatives referred to in clause 9.6 of the Core Terms are not commercially reasonably available, Oracle may, without prejudice to the right of You to claim damages for breach of the warranties in clause 8 of the Core Terms, end the license for the applicable Oracle Software and refund any unused, prepaid fees You may have paid for such

Framework Ref: RM

Project Version: v1.0

Model Version: v3.0

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technical support services for the Oracle Software. If such return materially affects Oracle's ability to meet its obligations under the relevant Order Form, then Oracle may, at its option and upon thirty (30) days prior written notice, terminate the Order Form.

- 7.3. In respect of any IPR Claims, the indemnity provided is subject to You having complied with the following:
 - 7.3.1. notifying Oracle promptly in writing, not later than thirty (30) days after You receive notice of the IPR Claim (or sooner if required by applicable law);
 - 7.3.2. give Oracle sole control of the defence and any settlement negotiations; and
 - 7.3.3. give Oracle the information, authority and assistance Oracle needs to defend against or settle the IPR Claim.
- 7.4. Oracle will not indemnify You if You alter the Oracle Software or uses it outside the scope of use permitted the terms of the license granted hereunder or if You use a version of the Oracle Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Oracle Software which was provided to You, or if You continue to use the applicable Oracle Software after the end of the applicable license to use. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Oracle Software with any products or services not provided by Oracle.
- 7.5. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use a Oracle Software and that is used: (a) in unmodified form; (b) as part of or as required to use an Oracle Software; and (c) in accordance with the license grant for the relevant Oracle Software and all other terms and conditions of these Supplier Furnished Terms, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for the Oracle Software under the terms of the Call-Off Contract (as amended by the provisions of this section 7). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Oracle Software as delivered to You and used in accordance with the terms of these Supplier Furnished Terms would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify You for any intellectual property infringement claim(s) known to You at the time license rights are obtained.
- 7.6. In the event that any information, design, specification, instruction, software, data, hardware, or material (collectively, "**Material**") furnished by Oracle is Separately Licensed Third Party Technology and the associated Separate Terms do not allow termination of the license, in lieu of ending the license for the Material, Oracle may end the license for, and require return of, the Oracle Software associated with that Separately Licensed Third Party Technology and shall refund any Oracle Software license fees You may have paid to Oracle for the Oracle Software license and any unused, prepaid technical support fees You have paid to Oracle for the Oracle Software license.
- 7.7. The rights and remedies in clauses 9.5 and 9.6 of the Core Terms (as amended by the provisions of this section 7) provides the parties' exclusive remedy for any IPR Claims or related damages.

8. Termination

- 8.1. Before exercising any right to terminate the Call Off Contract in respect of any Default which is capable of remedy or before exercising any other right, You agree to permit Oracle a reasonable opportunity to remedy the breach in question.
- 8.2. Rights to terminate any Call Off Contract, for misrepresentation or for breach of clause 14 of the Core Terms, only apply where the misrepresentation or default in question is material in the context of the Call Off Contract. Rights of termination do not apply in respect of Services which are unrelated to the Default in question.
- 8.3. Rights to terminate any Call Off Contract in part will not apply.

9. Export

- 9.1. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Deliverables. Such export laws govern use of the Deliverables (including technical data) and any Software Updates provided under the related Services under the Call Off Contract, and You and Oracle 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, Oracle Software 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

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prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

- 9.2. Specifically, but without limitation, any Deliverables may not be delivered to or accessed by users in Venezuela, nor may the Deliverables or any output from the Deliverables be used for the benefit of any individuals or entities in Venezuela.

10. Payment

- 10.1. You may only retain or set off any amount owed to it by Oracle against any amount due to Oracle under the Call Off Contract. Your right to retain or set-off amounts owed to it shall only apply where Oracle has agreed that the amount is owed or You have a binding court judgment to that effect. Otherwise, fees payable shall be paid in full and all other rights of set-off whether at common law or otherwise in favour of You are excluded.
- 10.2. If applicable to the Call Off Contract, the right of deduction and withholding pursuant to clause 3.2 of Call Off Schedule 14 shall not apply.
- 10.3. If You wish to exercise your right pursuant to clause 10.1 it shall give notice to Oracle within thirty (30) days of receipt of the relevant invoice, setting out Your reasons for the retention and the size of the retention against the relevant Charges.
- 10.4. If You wish to exercise Your right pursuant to clause 10.1, You must pay any undisputed amount in accordance with the terms of the Call Off Contract.
- 10.5. Oracle reserves the right to render a reasonable additional charge should it need to utilise additional resources in order to comply with an instruction issued by You pursuant to clause 3.3.2 of the Core Terms.

11. Other

- 11.1. It is agreed that elements of the Services may be sub-contracted to Oracle Affiliates and other subcontractors from time to time. The appointment by Oracle from time to time of any Third Party Sub-processors will be governed by the relevant provisions of the Data Processing Agreement referred to in paragraph 2 of Annex A to the Order Form (Deliverables Commercial Parameters).
- 11.2. Assignment by You – You may not assign its rights or obligations under any Call-Off Contract or give or transfer its rights in Oracle Software or Services provided under a Call-Off Contract or an interest in them to another individual or entity. If You grant a security interest in Oracle Software or Services provided under a Call-Off Contract, the secured party has no right to use or transfer such Oracle Software or Services.
- 11.3. Our business partners and other third parties, including any third parties with which the Oracle Software have integrations or that are retained by You to provide consulting services, implementation services or applications that interact with the Deliverables, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for 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 the Call Off Contract and, if so, then only to the same extent as we would be responsible for our resources under the Call Off Contract.
- 11.4. Neither Party has been given, nor entered into this Call Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in the Call Off Contract.
- 11.5. Prior to entering into an Order Form, You are solely responsible for determining whether the Oracle Software and Services meet Your technical, business or regulatory / legal requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Oracle Software and Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Oracle Software and Services. You remain solely responsible for Your regulatory / legal compliance in connection with Your use of the Oracle Software and Services.
- 11.6. Oracle may, upon forty-five (45) days' written notice, audit Your use of the Oracle Software to ensure Your use of the Oracle Software is in compliance with the terms governing Your license rights in respect of the applicable Oracle Software. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle. Such assistance shall include, but shall not be limited to, the running of Oracle data measurement tools on Your servers and providing the resulting data to Oracle. The performance of the audit and

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Project Version: v1.0

Model Version: v3.0

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non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the confidentiality provisions of the Call-Off Contract. If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of any fees for additional licenses for Oracle Software) such non-compliance within thirty (30) days' of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Oracle Software related Technical Support, (b) Oracle Software licenses and related agreements. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

- 11.7. **Financial Distress** – Joint Schedule 7 does not apply to any Call Off Contract. It is acknowledged by You that Joint Schedule 7 details Oracle's obligations only to CCS under the Framework Contract and not to You under any Call Off Contract.
- 11.8. **Change Control Impact Assessments** – Oracle will provide reasonable evidence to support any proposed changes to the Call Off Charges but it is not obliged to disclose details of its own costs.
- 11.9. **Implementation and Testing** – The provisions of Call-Off Schedule 13 are agreed by the Parties to be not applicable to any Call Off Contract.
- 11.10. **Business Continuity** – The provisions of Call-Off Schedule 8 are agreed by the Parties to be not applicable to any Call Off Contract. It is acknowledged by You that Oracle has in place its own Business Continuity / Disaster Recovery Plan which has been prepared with Good Industry Practice and that this is sufficient to meet Your requirements and the requirements of the Call Off Contract in this respect. Compliance with the specific requirements of Your own BC/DR Plan or policies is not therefore required and would be impractical for a standard service offering.
- 11.11. **Records and Audit rights** – Oracle will keep such records as are reasonably required to demonstrate its compliance with the terms of any Call Off Contract. Your right of audit set out in the Call Off Contract do not extend to the right to audit Oracle's or its sub-contractor's costs other than in circumstances where the Charges are expressly calculated on a "*cost plus*" basis. You may audit Oracle's compliance with its obligations under the Call Off Contract up to once per year. In addition, to the extent required by Applicable Data Protection Law, You or Your regulator may perform more frequent audits.
 - 11.11.1. If a third party is to conduct the audit, 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.
 - 11.11.2. To request an audit, You must submit a detailed proposed audit plan to Oracle at least two (2) 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.
 - 11.11.3. 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.
 - 11.11.4. Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of the Call Off Contract. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of the Call Off Contract.
 - 11.11.5. 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 Call Off Contract such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.
 - 11.11.6. 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 (12) 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.

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- 11.12. **Termination / expiry** – For the avoidance of doubt, the provisions of clause 10.6.1 (a) of the Core Terms are subject to the provisions of clause 10.6.1 (b) and the ongoing obligation of You to pay for Services which Oracle continues to provide following termination at Your request. Any Termination Assistance in addition to this must be agreed between the Parties whether pursuant to the Exit Plan or otherwise. If applicable to the Call-Off Contract, You shall be obliged to pay for any Termination Assistance agreed pursuant to the provisions of Call-Off Schedule 10 notwithstanding the provisions of clause 10.6.1 (f) of the Core Terms. Termination by Oracle shall be without prejudice to Oracle's rights in respect of any unpaid Charges and the Charges that would have been payable by You in respect of the period following termination.
- 11.13. **Termination** – Should You exercise the right to terminate without cause contained in clause 10.2.2 of the Core Terms or if Oracle validly terminates any Call Off Contract in accordance with the terms of the Call Off Contract, Oracle shall be under no obligation to refund any pre-paid Charges and You shall nevertheless be obliged to forthwith pay an amount equal to the Charges that would otherwise have been payable throughout the remainder of the originally committed Call-Off Contract Period (as extended).
- 11.14. **Buyer Responsibilities** – You will cooperate generally with Oracle to facilitate the provision of the Deliverables on a timely basis including taking decisions promptly and making relevant subject matter experts available on a timely basis. Details of any specific Buyer's responsibilities may be set out or referenced in the Order Form or the Service Specifications. Failure by You to comply with Your responsibilities referred to in this clause shall constitute an Authority (Buyer) Cause and may entitle Oracle to render additional Charges provided that it notifies You promptly given the circumstances.
- 11.15. **Replacement of Supplier Staff** – Clause 7.2 of the Core Terms shall not apply. You may notify Oracle if it considers that any member of staff is unsuitable to work on any contract. The ultimate decision as to members of staff used to provide the Services remains with Oracle.
- 11.16. **Staff Vetting** - Details of staff vetting undertaken by Oracle are attached in Appendix 1 to these Supplier Furnished Terms.
- 11.17. **Force Majeure** – Notwithstanding clause 20 of the Core Terms, in relation to a Force Majeure Event:
- 11.17.1. Neither You or Oracle shall be responsible for failure or delay of performance if caused by Force Majeure Event;
 - 11.17.2. A party cannot claim relief under this section 11.17 if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
 - 11.17.3. A party cannot claim relief under this section 11.17 as a result of a failure or delay by another person in the performance of that other person's obligations under a contract with that party, unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event affecting that person.
 - 11.17.4. A party claiming relief under this section 11.17 shall give written notice to the other party of the Force Majeure Event and how it affects its ability to perform its obligations under the agreement and also when the Force Majeure Event ceases or no longer prevents the party from fulfilling its obligations.
 - 11.17.5. Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event. If such Force Majeure Event continues for more than ninety (90) days, either party may cancel unperformed Services and the affected Call-Off Contract upon written notice.
 - 11.17.6. This section 11.17 does not excuse either party's obligation to take reasonable steps to follow its own normal disaster recovery procedures or Your obligation to pay for Deliverables ordered or delivered.
- 11.18. **Sub-contracting** – The provisions of paragraphs 1.5 and 1.6 of Joint Schedule 6 (if incorporated) shall not apply to (i) arrangements between Oracle and providers of services and facilities for the benefit of Oracle customers generally but only to those Key Sub-contractor arrangements which are specific to You (ii) sub-contracting to Oracle Affiliates.
- 11.19. **Assignment** – The prohibition upon assignment without consent in clause 23.1 of the Core Terms shall not apply to an assignment between Oracle Affiliates where this is part of a solvent amalgamation or re-organisation.
- 11.20. **Termination by Oracle** - Oracle may, in addition to the right to terminate pursuant to clause 10.5 of the Core Terms, terminate any Call Off Contract if You commit a material breach of contract

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which consists of any of the following, where the breach is not remedied within thirty (30) days' of notice in writing of the breach and requiring its remedy:

- 11.20.1. any infringement of the intellectual property rights belonging to Oracle or an Oracle Affiliate;
- 11.20.2. any breach of export control laws as referred to in sections 9.1 and 9.2 of these Supplier Furnished Terms.
- 11.21. **Benchmarking** – Any changes to the Deliverables or the Charges as a result of any Benchmarking exercise can only take effect by agreement between the Parties. If the Parties fail to reach agreement on the changes required as a result of any Benchmarking exercise, Your only right is to decide not to extend or renew the Call Off Contract.
- 11.22. **Optional Schedules** – Only those 'optional' schedules (described as such in the CCS procurement documentation relating to the Framework in question) explicitly incorporated and expressly referred to in the applicable Order Form shall apply to and govern the provision of the Deliverables. In the absence of such express incorporation, no such schedules shall be applicable.
- 11.23. **Segmentation** - The purchase of any Oracle Software and Services or other Service Offerings are all separate offers and separate from any other order for Oracle Software and Services or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Oracle Software and Services or other Service Offerings independently of any other Oracle Software and Services or Service Offerings. Your obligation to pay for (a) any products and services is not contingent on performance of any other service or delivery of any other products or (b) other services is not contingent on delivery of any products or performance of any additional/other services. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

12. Definitions

- 12.1. **"Deliverables"** means the Oracle Software, Oracle Software Documentation and any Oracle Software Updates acquired through the Services.
- 12.2. **"Oracle Software"** means (a) the software owned or distributed by Oracle that You have ordered under Your Order Form, which Oracle licenses to You for use 'on-premise' and which is also the subject of the Services, each as specified in the Order Form. Oracle Software does not include any software releases prior to general availability (e.g. beta releases).
- 12.3. **"Oracle Software Documentation"** refers to the Oracle Software user manual, and Oracle Software installation manuals. Oracle Software Documentation may be delivered with the Oracle Software. You may access the documentation online at You may access the documentation online at <http://oracle.com/documentation> or such other address specified by Oracle.
- 12.4. **"Separate Terms"** refers to separate license terms that are specified in the Oracle Software Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.
- 12.5. **"Separately Licensed Third Party Technology"** refers to third party technology that is licensed under Separate Terms and not under the terms of the Call-Off Contract.
- 12.6. **"Services"** means Oracle's Software related Technical Support which You have ordered under Your Order Form.
- 12.7. **"Service Offerings"** refers to consulting, advanced customer support services, or other services which You have ordered under a separate agreement.
- 12.8. **"Services Specifications"** means the Oracle's Software technical support policies in effect at the time the Services are provided (the current version of the Oracle Software technical support policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>), as applicable to the Oracle Software that You have ordered under Your Order Form.

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APPENDIX 1

ORACLE STAFF VETTING

Oracle has implemented background screening procedures for applicants worldwide, subject to local laws, regulations, and customs. Rollout of these procedures was commenced in the various regions as follows: United States – 2003; Canada – 2004; Europe, the Middle East and Africa – 2004, Asia Pacific – 2004, and Latin America – 2006. In general, international transfers and individuals with valid government issued security clearances are not subject to a background check. Further, processing and procedural variances may apply to students/interns, certain university hires, and employees of acquired companies. Oracle confirms that it conducts the following screening procedures in the various jurisdictions as of the date of this Agreement:

North America (U.S. & Canada)

- Education (highest degree received)
- Employment (up to four employers in the last seven years)
- Criminal record check
- Social Security Trace (U.S. Only)
- Office of Foreign Asset Control Specially Designated Nationals (SDN) screen (U.S. Only)

Asia Pacific

- Education (highest degree received)
- Employment (up to four employers in the last seven years)
- Criminal record check (as allowed under local law)

Europe, Middle East and Africa (EMEA)

- Education (highest degree received)
- Employment (up to three employers in the last five years)
- Address Check (U.K. only)
- Financial Probity Check (U.K. and South Africa only)

Latin America

- Education (highest degree received)
- Employment (up to four employers in the last seven years)
- Criminal record check

In addition, all Oracle employees are subject to the following minimum reviews upon hire, in accordance with local legislation:

- Identity
- Right to work

Identity and Right to work reviews are performed separately and independently of any other screenings.