



Ordering Document Number: GB-ACS-Direct-OD-1-JFRKHV.1-13-Jul-2017

Oracle Corporation UK Limited Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA	Your Name: Ministry Of Justice Your Address: MoJ, 102 Petty France London SW1H 9AJ United Kingdom
<small>Oracle Corporation UK Limited is a company registered in England & Wales with Company No. 1782505 and with its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA.</small>	

Oracle ACS Sales Representative:	[REDACTED]	Your Billing/Accounts Payable Contact:	[REDACTED]
Phone Number:	[REDACTED]	Phone Number:	[REDACTED]
Email Address:	[REDACTED]	Email Address:	[REDACTED]

You have ordered the Services listed below in the table and detailed in the attached exhibit(s), which are incorporated herein by reference.

ACS Services Ordered	Part #	Reference	Fees	Estimated Expenses
Annual Services	B86700	Exhibit 1	[REDACTED]	[REDACTED]
A. Oracle Business Critical Assistance Supplemental Resources	B76416			
a. Annual Senior Advanced Support Engineer for Software 50 days				
Total Fees and Estimated Expenses			[REDACTED]	[REDACTED]

A. TERMS OF YOUR ORDER

- 1. Applicable Agreement:** This order incorporates by reference the terms of the Master Agreement UK-PS-OMA-709070, all amendments and addenda thereto, (collectively, the "Agreement"). As used in this order, "You" and "Your" shall refer to the customer as defined in the Agreement. The following terms, as used in this order and the agreement whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".
- 2. Payment Terms:** Net 30 days from invoice date.
- 3. Currency:** GBP.
- 4. Offer Valid through:** 31-Aug-2017.
- 5. Term:** The term of Services shall be 12 months from the effective date of this order ("Term").
- 6. Service Specifications:** ACS Service Descriptions applicable to the ACS Services ordered may be accessed at www.oracle.com/contracts.
- 7. Customer Reference:** Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.
- 8. Order of Precedence:** In the event of any inconsistencies between (i) the Agreement and this order, this

order shall take precedence, (ii) this order, (excluding exhibits) and any attached exhibits, the exhibits, including any subject matter addressed in the ACS Service Descriptions, shall take precedence. This order will control over the terms contained in any purchase order.

9. Change Control Process: Any request for any change in Services must be in writing; this includes requests for changes in project plans, scope, specifications, schedule, designs, requirements, service deliverables, software environment, hardware environment or any other aspect of Your order. Oracle shall not be obligated to perform tasks related to changes in time, scope, cost, or contractual obligations until You and Oracle agree in writing to the proposed change in an amendment to this order and/or applicable exhibit(s).

10. Your Obligations: You acknowledge that Your timely provision of and access to office accommodations, facilities, and equipment (if applicable), and assistance, cooperation, complete and accurate information and data from Your officers, agents, and employees (collectively, "cooperation") are essential to the performance of any Services as set forth in this order and/or the ACS Service Descriptions. Oracle will not be responsible for any deficiency in performing Services if such deficiency results from Your failure to provide full cooperation. You acknowledge that if Oracle's cost of providing Services is increased because of Your failure to meet the obligations listed in this order and/or the ACS Service Descriptions, failure to provide cooperation, or because of any other circumstance outside of Oracle's control, then You agree to pay Oracle for such increased costs. Such increased costs may include time during which Oracle resources are under-utilized because of delays.

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfillment of the following obligations:

- a. Maintain the properly configured software and hardware/operating system platform to support the Services.
- b. Obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- c. Maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
- d. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- e. Provide Oracle with full access to the relevant documentation and the functional, technical and business resources with adequate skills and knowledge to support the performance of Services.
- f. Identify a designated contact to Oracle, with the appropriate level of authority, to set priorities, coordinate activities and resolve conflicts between Your teams regarding the Services hereunder.
- g. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g. a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- h. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- i. Provide and/or support all third-party software in connection with the provision of the Services defined in the applicable exhibit(s) attached hereto.
- j. Provide complete and accurate information to Oracle regarding hardware system(s) for, or on, which Services are to be performed, including, without limitation, the serial number for the hardware system(s).
- k. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.
- l. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
- m. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.

11. Data Privacy: In performing the Services, Oracle will treat the data that resides on Oracle, Your or third-party systems to which Oracle is provided access to perform Services in accordance with the Oracle Services Privacy Policy, which is available at <http://www.oracle.com/us/legal/privacy/services-privacy-policy-078833.html>. The Oracle Services Privacy Policy is subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of protection specified in the Oracle Services Privacy Policy during the period for which fees for Services have been paid.

12. Delivery of Services: Unless otherwise set forth in Your order, Oracle will determine whether Services are provided by remote delivery resources or delivery resources on-site at Your location. If Services are provided by delivery resources on-site at Your location, such Services will be provided by local delivery resources (i.e., delivery resources local to Your location) if available, as of the effective date of Your order. If local delivery resources are not available then on-site Services will be provided by non-local delivery resources. In addition to the fees set forth in Your order, You agree to reimburse Oracle, within thirty (30) days of the date of an invoice(s) for same, the travel expenses related to providing on-site Services at Your location. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in Your order.

If Services are provided by remote delivery resources, Oracle may provide Services by phone, via a customer-specific web portal (if ordered), and/or via electronic communication. For Services provided by remote delivery resources, You agree that Oracle may access Your systems throughout the performance of Services using an Oracle defined standard virtual private network ("VPN"), multi-protocol label switching ("MPLS") connection, or Oracle Web Conference ("OWC"). If necessary to perform Services, Oracle will provide You with a single pre-configured VPN or MPLS device. You are responsible for the installation of the VPN or the MPLS device on Your internet network, in accordance with Oracle's specifications, to create a network connection to enable Oracle's performance of Services.

You are responsible for ensuring that Your network and systems comply with specifications that Oracle provides and that all components of Your Oracle software environment are accessible through the VPN, MPLS, or OWC. You will maintain open ports and adjust firewall rules to allow appropriate network traffic to pass between the ACS Gateway and Oracle. Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet Services provider, or the network connection.

Except for those Services identified in Your order as Services to be provided twenty four (24) hours a day, seven (7) days a week ("24x7"), Services are delivered during local business days and hours, excluding local public holidays, in the time zone of the Services Delivery location specified in Your order. If a Services Delivery location is not specified, then the location shall be Your location specified in your order. Services are not available during non-business hours unless otherwise specified in Your order. Services designated "24x7" may be delivered at any time of day, seven days a week, including local public holidays.

13. Renewal of Services: The Annual and/or Fixed Scope Services identified in the ACS Services Ordered table above are renewable under the terms of this order after the Term for performance of such Services has expired, for up to two additional Terms (each a "Renewal Term") subject to: (i) Your execution of the Oracle Ordering Document Renewal Letter applicable to the Renewal Term (ii) Your payment of fees for such Services and (iii) Your continued compliance with the terms and conditions of the Agreement and Your order. The fee for Services for each Renewal Term will be Oracle's then current list fees for such Services. ACS Services offered on a time and materials basis are not subject to renewal pursuant to this section.

Notwithstanding the foregoing, the Annual and/or Fixed Scope Services identified in the ACS Services Ordered table above shall not be renewed if: (i) such Services are no longer generally available to Oracle's commercial customers, (ii) You request to modify or replace the scope or terms of such Services, (iii) You are in breach of a material term of the Entire Agreement or (iv) after expiration of the second Renewal Term for performance of such Services. If You choose to not renew the Services, Oracle's obligation to perform the Services will cease on the last day of the then current Term.

14. Segmentation: The purchase of (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other Services are all separate offers and separate from any other order for (i)

hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other Services You may receive or have received from Oracle. You understand that You may purchase (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other Services independently of any other product or Services. Your obligation to pay for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other Services is not contingent on delivery of hardware or performance of any other Services. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

15. Force Majeure: Neither of us 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 the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed Services 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 Services provided.

16. Export: Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and hardware (including any integrated software and operating system(s)). You agree that such export laws govern Your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any Services deliverables provided under this order, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

17. Relationship Between Parties: Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing Services Oracle requires access to other 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.

18. Rights Granted / Restrictions: Upon payment for 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 this order. You may allow Your agents and contractors (including, without limitation, outsourcers) to use the deliverables for this purpose and You are responsible for their compliance with this order in such use. For anything developed by Oracle and delivered to You under this order that is specifically designed to allow Your customers and suppliers to interact with You in the furtherance of Your internal business operations, such use is allowed under this order. Oracle retains all ownership and intellectual property rights to anything developed or delivered under this order.

B. ADDITIONAL ORDER TERMS

1. N/A

Ministry Of Justice:

Authorized Signature:



Name:

Title:

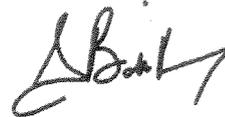
Signature Date:

22/8/2017

Ordering Document Effective Date: 13-Jul-2017

Oracle Corporation UK Limited:

Authorized Signature:



Name:

Title:

Daniela Badescu,
~~Senior Deal Manager~~
2017.08.04 16:21:13

Signature Date:

+01'00'

Your Name: Ministry Of Justice

Ordering Document Number: GB-ACS-Direct-OD-1-JFRKHV.1-13-Jul-2017

Exhibit Number: 1

This exhibit incorporates by reference the terms of your order.

A. Annual Services Ordered

1. Description of Services. The Service Description(s), as well as any applicable service specific obligations and assumptions for the Annual Services identified in Your order may be accessed at www.oracle.com/contracts.

2. Services Delivery Location. For Annual Services provided by resources on-site as described in Your order, Oracle will perform such Services at Your UK location.

3. Oracle Product Environment. Annual Services will be provided for the supported Oracle program licenses and hardware products operating in the Oracle product environment designated below.

The "Oracle Product Environment" means the computer servers and storage, operating system brand(s), Oracle programs and major releases, and production instances ("OPE").

Oracle Business Critical Assistance OPE Table		
Part Number(s): B86700		
Technologies/Product Name(s)	Serial Number(s)	Qty/Unit
Core Technologies		
1. Oracle Database Enterprise Edition v11		1
2. Annual Core Tech Instances - Full Coverage	N/A	_5_Core Technologies Database(s) - Full Coverage
	N/A	
Fusion Middleware		
1. Weblogic		1
2. Annual Fusion Middleware Environment - Full Coverage	N/A	_1_Fusion Middleware Production Environment(s) - Full Coverage
	N/A	
Standby Support Quantity: 2		

Oracle Product Environment ("OPE") Definitions:

Fusion Middleware Production Environment - a single combination of hardware architecture, operating system brand, Java Machine, and middleware production version supporting a specific business function.

Core Technology Database - a single set of collected data that is treated as a unit.

Full Coverage Units - a collection of any combination of Application Instances - Full Coverage, Business Intelligence Instances - Full Coverage, Middleware Production Environments - Full Coverage, Core Technology Databases - Full Coverage, Engineered Systems Machines - Full Coverage and Server/Network/Storage Systems - Full Coverage.

B. Fees, Expenses and Payment. The fees for Annual Services as identified in the Services Ordered table and any applicable taxes shall be invoiced upon your execution of and Oracle's acceptance of this order, in advance of service performance. You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred. All fees due under this exhibit are non-cancelable and the sums paid nonrefundable.

C. End of Services. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle's obligation to provide You with Annual Services under this exhibit terminates on the last date of the Term ("End Date"). As of the End Date, any portion of the Annual Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the Services. In order for Oracle to provide Annual Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such Annual Services.

