

Ordering Document Number: GB-10148717

Oracle Corporation UK Limited REDACTED TEXT under FOIA Section 40, Personal Information <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>	Your Name: Department for Work & Pensions Your Address: REDACTED TEXT under FOIA Section 40, Personal Information
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Oracle ACS Sales Representative:	REDACTED TEXT under FOIA Section 40, Personal Information	Your Billing / Accounts Payable Contact:	REDACTED TEXT under FOIA Section 40, Personal Information
Phone Number:	REDACTED TEXT under FOIA Section 40, Personal Information	Phone Number:	-
Email Address:	REDACTED TEXT under FOIA Section 40, Personal Information	Email Address:	REDACTED TEXT under FOIA Section 40, Personal Information

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

ACS Services Ordered	Part Number	Quantity	Reference	Fees	Estimated Expenses
Annual Services					
A. Oracle Business Critical Assistance for Software 8X5: Custom	B86702	1	Exhibit 1	£458,617.53	£0.00
Total Fees and Estimated Expenses				£458,617.53	£0.00

A. TERMS OF YOUR ORDER

1. **Applicable Agreement:**

This order incorporates by reference the terms of the Master Agreement **UK-PS-OMA-652015**, all amendments and addenda thereto, (collectively, the "Master Agreement"). As used in this order, "You" and "Your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master 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 thirty (30) days from invoice date.

3. **Currency:** pounds sterling (£).

4. **Offer Valid through:** 31-AUG-2020.

5. **Term:** The term of Services shall be **twelve (12)** months from the effective date of this order ("Term"), unless otherwise specified in the ACS Services Ordered table above.

6. **Service Specifications:** ACS Service Descriptions applicable to the ACS Services ordered may be accessed at www.oracle.com/contracts, or as otherwise set forth in this order. The ACS Service Descriptions are subject to change at Oracle's discretion; however, such changes will not result in a material reduction in the Services provided during the Term.

7. **Order of Precedence:** In the event of any inconsistencies between (i) the Agreement and this order, this order shall take precedence; and (ii) this order (excluding exhibits/services addendum) and any attached exhibits/services addendum, the exhibits/services addendum (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.

8. **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).

9. **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. If the Services are provided for on premise Products, maintain the properly configured software and hardware/operating system platform to support the Services.
- b. If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- c. If the Services are provided for on premise Products, 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 Term.
- d. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of the Term and maintain such Cloud Services for the duration of the Term.
- e. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- f. 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.
- g. 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.
- h. 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, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations, etc.).
- i. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- j. Provide and/or support all third-party software in connection with the provision of the Services defined in the applicable exhibit(s) attached hereto.
- k. 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).
- l. 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 Term.
- m. Prior to the commencement of the Term, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.
- n. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached hereto.

10. **Services Privacy/Services Security:** In performing the Services under this order, Oracle will comply with the (a) Oracle Services Privacy Policy available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and (b) Oracle Consulting & Advanced Customer Services Security Practices available at <https://www.oracle.com/corporate/contracts/acs/policies.html>. Both documents are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in the Managed Services Exhibit. Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services. You agree to restrict Oracle's access to any content or information that imposes privacy, security or regulatory obligations greater than those specified in this order.

11. **Delivery of Services:** This section 11 does not apply to the Managed Services Exhibit. 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. For Services provided by delivery resources on-site at Your location, Your location will be the location specified in Your exhibit.

Owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.

Services designated as "24x7" may be delivered at any time of day, seven days a week, including local public holidays. For all other Services and unless otherwise identified in Your order, Services shall be delivered during local business days and hours, excluding local public holidays in Your time zone. For purposes of this section, Your time zone shall be the location identified on the applicable exhibit for Services Delivery Location.

12. **Renewal of Services:** The Annual and/or Fixed Scope Services identified in the ACS Services Ordered table above may be 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 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.

13. **Rights Granted / Restrictions:** Upon payment hereunder, and subject to the terms of this order and the Master Agreement, You have the non-exclusive, non-assignable, royalty free, perpetual (but only in the case of deliverables for an on premise license), worldwide (subject to any applicable restrictions under US export laws), limited right to access and use, for Your internal business operations, the services that You ordered under this order and anything developed by Oracle and delivered to You under this order ("services and deliverables"). You may allow Your agents and contractors to use the services and deliverables for this purpose and You are responsible for their compliance with this order in such use. Oracle or its licensors retain all ownership and intellectual property rights in and to the deliverables, including derivative works thereof. You do not acquire any right or license to use, or allow Your Users in the case of a managed/hosted environment to use, any service or deliverable in excess of the scope (including but not limited to the specified service environment) and/or duration of the Term. The services and deliverables may be related to Your license to use products owned or distributed by Oracle which You acquire under a separate order. The agreement referenced in that order shall govern Your use of such products.

14. **Additional Third Party Subprocessors for Advanced Customer Services:**

- 14.1. To the extent You provide personal information to Oracle as part of Oracle's provision of services under this order, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to Your order is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> is incorporated herein by reference.

- 14.2. For the services specified in this order, in addition to the Third Party Subprocessors listed on My Oracle Support, the following Third Party Subprocessors may also process Your personal information:

Third Party Subprocessor	Location	Type of Service
N/A	N/A	N/A

B. ADDITIONAL ORDER TERMS

1. **N/A**

Department for Work & Pensions:

Authorized Signature: REDACTED TEXT under FOIA Section 40,

Personal Information _____

Name: REDACTED TEXT under FOIA Section 40, Personal Information _____

Title: REDACTED TEXT under FOIA Section 40, Personal Information _____

Signature Date: 05/10/2020

Ordering Document Effective Date: **01-JAN-2021.**

Oracle Corporation UK Limited:

Authorized Signature: REDACTED TEXT under FOIA Section 40,

Personal Information _____

Name: REDACTED TEXT under FOIA Section 40, Personal Information _____

Title: REDACTED TEXT _____

Signature Date: 01 October 2020

Your Name: Department for Work & Pensions
 Ordering Document Number: GB-10148717
 Exhibit Number: Exhibit 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 is set forth in the Services Addendum attached hereto.
2. Services Delivery Location. For Annual Services provided by resources on-site as described in Your order, Oracle will perform such Services at Your United Kingdom location. For Services provided by remote delivery resources as described in Your order, You agree that Oracle may access Your systems at Your United Kingdom site.
3. Oracle Product Environment. The "Oracle Product Environment" means any computer servers, storage, operating system brand(s), Oracle programs, production instances and/or Oracle Cloud services ("OPE").

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

Custom Oracle Business Critical Assistance for Software OPE Table		
Part Number(s): B86702		
Technologies / Product Name(s)	Serial Number(s)	Qty/Unit
Core Technologies 1. Database	N/A	__16__ Core Technologies Database(s) - Full Coverage
Standby Coverage Quantity: 2		

Oracle Product Environment ("OPE") Definitions:

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, which are inclusive of expenses, 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. 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.

ORACLE CONTRACT INFORMATION

Your Name: Department for Work & Pensions

Ordering Document Number: GB-10148717

Addendum Number: Addendum 1

This ACS Services Addendum incorporates by reference the terms of your order.

A. Annual Services Ordered.

Custom Oracle Business Critical Assistance for Software OPE Table

Part Number(s): B86702

1. Description of Services

Oracle will provide you with the following services in relation to your Oracle databases, versions 11.2.0.4, 11.2.0.5 and 12c:

- a. Provide an Oracle Technical Account Manager ("TAM");
- b. Manage communication and escalation in response to Severity1 Service Requests/incidents
- c. For Severity 1 Service Requests/incidents provide a resolution with (Development) patches, security fixes or workarounds (as defined available in the applicable Oracle Technical Support, Policies which may be accessed at <http://www.oracle.com/support/policies.html>) for the applicable Oracle Database Enterprise Edition release(s);
- d. Develop patches or workarounds for Severity 1 service requests (as defined available in the applicable Oracle Technical Support Policies which may be accessed at <http://www.oracle.com/support/policies.html>) for the applicable Oracle Database Enterprise Edition release(s);
- e. These services would be valid for the CSI's outlined in the table below

Customer Support Identifier (CSI) Numbers Table
14153632
14227071
14254281
14708131
14838277
15133221
15286073
15917970
16399549
16401345
16527028
16582752
17847317
17938159
17964877
17969420
20543457
20678225
21098381
21463186
21669839
16398478
16038366
13597091

2. Customer Specific Obligations and Project Assumptions:

You acknowledge that Oracle's ability to perform the Services depends upon Your fulfilment of the following obligations and the following project assumptions:

1. Your Specific Obligations.
 - a. Test any patches, updates, or workarounds provided by Oracle; and
 - b. Administer change management, including any rollback plans
2. Specific Project Assumptions.
 - a. This service is only available for Release 11.2.0.4, 11.2.0.5 and 12c, covered within a valid and current Technical Support contract. Exception support is limited to the following platforms and operating systems: Solaris SPARC (64 bit), Solaris x86 (64 bit), Linux x86-64 (64 bit), Linux x86 (32 bit), IBM AIX, HP-UX Itanium Microsoft Windows (32 bit), Microsoj Windows (64 bit), and IBM z/OS.