



RM6292 Cloud Compute  
Annex 1 to Framework Schedule 4

## Template Order Form, Lot 1 – Core Services

1. This Order Form is issued in accordance with the provisions of the Lot 1 Cloud Compute 2 Framework Agreement RM6292 dated 17/11/2023 between the Supplier (as defined below) and the Minister for the Cabinet Office (the "**Framework Agreement**") and should be used by Buyers after conducting a further competition or a direct award under the Framework Agreement.
2. The Contract, referred to throughout this Order Form, means the contract (entered into pursuant to the terms of the Framework Agreement) between the Supplier and the Buyer (as defined below) consisting of this Order Form and the Core Services Call-Off Terms set out in Annex 1 (and which are substantially the terms set out in Annex 2 to Schedule 4 to the Framework Agreement) and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk>.
3. The Supplier shall provide the Services specified and/or referred to in this Order Form (including any attachments to this Order Form) to the Buyer and the Buyer Users on and subject to the terms of the Contract for the duration of the Contract Period. The Contract shall take effect on the Commencement Date (as defined below) and shall expire at the end of the Contract Period.
4. In this Order Form, unless the context otherwise requires, capitalised expressions shall have the meanings set out in Schedule 1 (Definitions) of the Core Services Call-Off Terms.
5. This Order Form shall comprise:
  - (a) This document headed "Order Form";
  - (b) Attachment 1 – Service Descriptions and Product Terms;
  - (c) Attachment 2 – Service Level Agreement(s);
  - (d) Attachment 3 – Charges and Payment Profile;
  - (e) Attachment 4 – Schedule of Standards;
  - (f) Attachment 5 – Schedule of Processing, Personal Data and Data Subjects;
  - (g) Attachment 6 – Alternative Clauses;
  - (h) Attachment 7 – Supplier's Acceptable Use Policy;
  - (i) Attachment 8 – Data Processing Agreement (which shall include the Protective Measures (as defined in the Core Services Call-Off Terms));
  - (j) Attachment 9 – List of Transparency Reports;
  - (k) Annex 1 – Core Services Call-Off Terms; and
  - (l) Annex 2 – Applicability Matrix.
6. The Order of Precedence shall be as set out in Clause 2.2 of the Core Services Call-Off Terms being:
  - (a) subject always to Clauses 2.5 and 4.2.2 of the Core Services Call-Off Terms, the Special Terms (if any);
  - (b) this Order Form (except any Applicable Supplier Terms or Special Terms (as defined in the Core Services Call-Off Terms));
  - (c) the Core Services Call-Off Terms (as set out in Annex 1 to this Order Form);
  - (d) the Applicable Supplier Terms;
  - (e) the applicable provisions of the Framework Agreement, except (and subject always to Clause 2.4 of the Core Services Call-Off Terms) Schedule 13 (Tender) of the Framework Agreement; and
  - (f) Schedule 13 (Tender) of the Framework Agreement.



7. As an aid to interpretation of the Contract, the Applicability Matrix set out in Annex 2 (Applicability Matrix) to this Order Form identifies:
  - (a) each of the relevant documents which contain contractual provisions that apply to the Contract; and
  - (b) in respect of each such document the particular contractual provisions in that document which apply to the Contract.
8. Where Schedule 13 (Tender) of the Framework Agreement contains provisions which are more favourable to the Buyer in relation to this Contract such provisions of the Tender (as applicable) shall prevail. The Buyer shall in its absolute and sole discretion determine whether any provision in the Tender and/or this Contract is more favourable to it in this context.
9. Special Terms shall only apply to this Contract if they:
  - (a) are set out in full in the section of this Order Form entitled "Special Terms"; and
  - (b) augment and supplement this Contract and in particular do not amend the Call-Off Terms to any material extent,and provided always that any attempt to incorporate by reference any Supplier Terms as Special Terms in this Contract shall be ineffective.
10. Alternative Clauses specified in this Order Form will take precedence over their corresponding clauses in this Contract.



## Section A - General information:

### Contract Details

**Contract Reference:**

DWP\_Oracle\_OCI Hosting

Oracle Cloud Infrastructure (OCI) Hosting for Pensions Transformation Programme Customer Account Manager (PTP CAM Suite) Proof of Concept (POC) and Implementation Preparation

Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services for the Buyer POC for a path to go-live for OCI Hosting of the PTP CAM Suite.

A consumption-based hosting service (Buyer internal description: development and testing hosting environments known internally as the “**PTP CAM Project**”).

The Commencement Date for each Service will be the date that the Buyer are issued access that enables the Buyer to activate Buyer's Services.

### Buyer details

**Buyer organisation name:**

Department for Work and Pensions (DWP)

**Billing address:**

Brunel Way, Blackpool Fylde Industrial Estate, Blackpool & Fylde Industrial Estate, GB, FY4 5DR

**Buyer Authorised Representative name:**

REDACTED – FOI 40

**Buyer's Data Protection Officer name:**

REDACTED – FOI 40

**Buyer Authorised Representative contact details:**

Tel: REDACTED – FOI 40 Email: REDACTED – FOI 40

**Buyer's Data Protection Officer contact details:**

REDACTED – FOI 40



### **Buyer User details:**

Those employees, contractors, and end users, as applicable, authorised by the Buyer or on the Buyer's behalf to use the Services in accordance with this Supplier Product Terms and this Order Form. For Services that are specifically designed to allow the Buyer's clients, agents, customers, suppliers or other third parties to access the Services to interact with the Buyer, such third parties will be considered "Users".

### **Expanded Usage Rights**

**REDACTED – IN FULL**



## Supplier details

### Supplier name:

Oracle Corporation UK Limited

### Supplier address:

Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA

### Supplier authorised representative name:

REDACTED – FOI 40

### Supplier authorised representative contact details:

REDACTED – FOI 40

### Order reference number:

REDACTED – FOI 43

### Key Sub-Contractors and Sub-processors:

The Supplier's Key Sub-Contractors and Sub-processors are set out in the Supplier's Register of Key Sub-Contractors and Sub-processors which is available at: REDACTED – FOI 40

Subject always to Clause 15.12 of the Call-Off Terms, the Supplier is obliged to maintain the Register of Key Sub-Contractors and Sub-processors in accordance with Clause 15.1 of the Framework Agreement.

Where the Supplier intends to appoint or replace a Sub-processor not identified as a Sub-processor in the Supplier's Register of Key Sub-Contractors and Sub-processors at the Commencement Date, any such changes shall be subject always to Clause 15.12 of the Call-Off Terms.



## Section B - The Services Requirement:

### Commencement Date:

As per Section A above.

### Initial Term:

3.32 months

### Extension Period:

The Call-Off Contract cannot be extended beyond the Initial Term

### Special Security or compliance requirements:

N/A

### Special Terms:

#### 1. Government Discount(s)

Not Applicable

#### 2. Hyperlinks within Service Descriptions and Applicable Supplier Terms

The references in this Order Form and applicable Attachments to the following documents contain words, phrases or specific web addresses that allows the Buyer to click through to another section of the same document or to a URL which contains a policy, terms and conditions or any other document ("**Additional Hyperlinks**").

- **OCI Services Descriptions – Attachment 1: dated 18 January 2024 - 302 pages and dated 1 February 2024, v020124 - 277 pages**
- **Oracle Cloud Hosting and Delivery Policies – Attachment 2: dated February 2024, V3.6 - 18 pages**
- **Oracle PaaS and IaaS Public Cloud Services Pillar document – Attachment 2: January 2024 - 123 pages**
- **Oracle Data Protection Agreement – Attachment 8: dated 1 January 2023, v01012023 - 9 pages**

To the extent only the then-current Additional Hyperlinks that apply to the Services provided under this Order Form, such Additional Hyperlinks are incorporated by reference to this Order Form and deemed effective. Where the Supplier has used Additional Hyperlinks in this Order Form to supplement the Supplier Service Descriptions and Applicable Supplier Terms, the Supplier, during the Term of the Contract, shall not materially reduce the level of performance, security, or availability of the Services under this Order Form.

In addition, Supplier updates to the content referenced by the Additional Hyperlinks will not: (a) increase the fees specified in this Order Form for the Services purchased during the Term for such Services, or (b) have a negative and detrimental effect on the Buyer's contractual rights and/or obligations under the terms of this Order Form.

The Buyer may subscribe to receive an alert about updates to Oracle Cloud Hosting and Hosting and Delivery Policies and Services Descriptions (and other Services Descriptions made available by Oracle) at

**REDACTED – FOI 40**

### Services:

This Order Form is for the Services set out or referred to below. It is acknowledged by the Parties that the volume of the Services consumed by the Buyer and/or Buyer Users may vary during the Contract as provided for below.

Please provide details of all Services required to be in scope of the Contract with appropriate references, where available, from the Catalogue as defined in Schedule 1 (Definitions) of the Framework Agreement.



<b>Core Services required:</b>  terms of Core Services Call-Off Terms as set out in Annex 1 shall apply to the following:	<p>The Services to be provided by the Supplier: please see Attachment 1 (Service Descriptions and Product Terms) for those Services which are potentially in scope. The Buyer still has to go through the Service Request process (below) to crystallise the exact purchase, which is subject to the Supplier Product Terms.</p>
<b>Service Request process (dynamic nature of Services):</b>	<p>The Buyer can provision and manage your Oracle Cloud services as follows: Oracle Cloud Infrastructure Console (otherwise known as the Supplier Portal).</p> <p>The Console is an intuitive, graphical interface that lets you create and manage your instances, cloud networks, and storage volumes, as well as your users and permissions. To access the Console, you must use a supported browser (Google Chrome 69 or later, Safari 12.1 or later, Firefox 62 or later)</p> <p>Instructions on how to access and use the Oracle Cloud Infrastructure Console are set out in Oracle's Cloud Infrastructure Getting Started Guide which is available here <b>REDACTED – FOI 40</b></p> <p>The Buyer is responsible for ensuring that any account identification details (or similar account administration information) are reported to the Supplier to assist the Supplier in administering the provision of Services under this Contract.</p>
<b>Geographical limitations on the location(s) from which the Services will be provided:</b>	<p>It is acknowledged that:</p> <ul style="list-style-type: none"><li>(a) the Buyer is responsible for selecting the country and/or more specific geographic region(s) from which the Services are to be provided and/or within which it permits the Supplier to process Buyer Content (including Personal Data); and</li><li>(b) the Supplier is responsible for ensuring that the Services are only provided and/or Buyer Content is only located within the country(ries) and/or more specific geographic region(s) instructed by the Buyer from time to time in accordance with this Contract, except as noted in (c) below.</li><li>(c) The following exceptions to the location of Services and any other circumstances that may cause Personal Data to move to a Restricted Country in a manner that is outside of the Buyer's control were submitted by the Supplier in their tender. If the Buyer reasonably expects to make use of these Services or that the Buyer would find itself in such circumstances, then the Buyer should tick the Restricted Country box below and the Parties shall implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk. Alternatively, the Buyer may elect not to use the relevant services.</li></ul> <p>In the course of the provision of the Services, Buyer Content may be accessed by Oracle personnel from various locations worldwide as described in the relevant Service Descriptions strictly as necessary in order to provide the Services. Where this occurs any such access will be governed by Oracle's adopted Binding Corporate Rules in order to ensure an adequate level of protection as required by applicable as required by data protection legislation.</p>



	<p>As at the Commencement Date the Buyer instructs the Supplier that the Services are only delivered from data centres sited in the countries and/or more specific geographical regions listed below.</p> <p><b>Country(ies):</b></p> <p>United Kingdom. Cloud Compute services will be run from a UK Data Centre (either Commercial or Government). Any other option is out of scope for this Framework (and would be governed by Oracle standard terms).</p> <p><b>Restricted Country :</b> <input checked="" type="checkbox"/></p> <p><b>Location:</b> United Kingdom</p> <p><b>Data Centre Region Availability</b></p> <p>Platform and data centre region availability information for Oracle Platform as a Service (PaaS) Cloud Services and for Oracle Infrastructure as a Service (IaaS) Cloud Services is provided on the Oracle Cloud Portal at</p> <p><b>REDACTED – FOI 40</b></p>
<b>Standards:</b>	<p>In addition to complying with Clause 6.2 of the Core Services Call-Off Terms, including those Standards set out in Attachment 4 (Schedule of Standards) to this Order Form and the Framework Agreement, the additional standards the Supplier is required to comply with under the Contract are:</p> <p>Not applicable</p>
<b>Service Level Agreement or SLA:</b>	<p>The relevant service levels and availability criteria applicable to each of the Services provided under this Contract are as set out or referred to in Attachment 2 (Service Level Agreement(s)).</p>
<b>Services Suspension:</b>	<p>Notwithstanding any provisions of the AUP (set out in Attachment 7 (Supplier's Acceptable Use Policy) to this Order Form and/or any other Applicable Supplier Terms, the Supplier may only suspend the Buyer's and any Buyer User's access and use of all or the affected part of the Services where and to the extent it is entitled to do so and strictly in accordance with the provisions of Clause 14 (Suspension) of the Core Services Call-Off Terms.</p>
<b>On-boarding:</b>	<p>The on-boarding for the Contract is the responsibility of the Buyer except as stated here:</p> <p>Not applicable</p>
<b>Off-boarding:</b>	<p>The off-boarding for the Contract is the responsibility of the Buyer except as stated here:</p> <p>Not applicable in accordance with Section 14 of the Product Terms.</p> <p>The retention period for Buyer Content set out in Clause 17.3.2(b) of the Call-Off Terms shall be amended from 60 (sixty) days to:</p> <p>The retention period remains as sixty (60) days.</p> <p>Save where expressly agreed as a Special Term and set out in this Order Form</p>





	<p>and subject to reimbursement of reasonable charges in accordance with Clause 17.3.2(b) of the Call-Off Terms, where the Buyer terminates the contract for material Default, the Supplier may not charge the Buyer and/or any Buyer User any fees, costs or expenses relating to:</p> <p>(a) the Buyer's and/or any Buyer User's extraction, transfer and/or destruction of Buyer Content whenever and howsoever after such termination; or the Supplier complying with its exit related obligations under the Contract.</p>
<b>Licence Terms:</b>	<p>In accordance with and subject always to the minimum licence terms set out in Clause 9.4 of the Core Services Call-Off Terms, the Supplier's licence terms taken from the Applicable Supplier Terms are set out or referred to in Attachment 1 under the heading "Product Terms".</p> <p>Where relevant licence terms are not set out or referred to in Attachment 1 (Service Descriptions and Product Terms) to this Order Form under the heading "Product Terms", a licence meeting the minimum requirements set out in Clause 9.4 of the Core Services Call-Off Terms shall be deemed to be granted by the Supplier to the Buyer and any Buyer Users to enable it to receive and use the Services.</p>
<b>Force Majeure:</b>	<p>In respect of a Force Majeure event, the reference to 20 Working Days set out in Clause 21.4 of the Core Services Call-Off Terms shall be shortened to:</p> <p>Not applicable</p>
<b>Audit:</b>	<p>In addition to the audit rights set out in Clause 12 of the Core Services Call-Off Terms, the following additional audit rights shall apply to the Contract:</p> <p>As stated in Section 15 of the Supplier Product Terms</p> <p>The Supplier shall not require any Buyer to disapply its audit rights under Clause 12 of the Core Services Call-Off Terms and this Order Form (if any) as a condition to providing the Services.</p>

### Charges and payment:

The Charges applicable to the Contract and payment details are set out in the table immediately below.

<b>Charges (including applicable discount(s)/ preferential pricing and exclusive of VAT):</b>	The Charges payable by the Buyer to the Supplier are as set out in Attachment 3 (Charges and Payment Profile) to this Order Form.
<b>Charges breakdown:</b>	The breakdown of the Charges is as set out in Attachment 3 (Charges and Payment Profile) to this Order Form
<b>Currency:</b>	<p>All prices under this Contract shall be quoted exclusively in: Pound Sterling unless otherwise agreed in writing by the Buyer Authorised Representative.</p> <p>All Charges shall be paid and/or payable exclusively in Pounds Sterling.</p>
<b>Currency and currency conversion</b>	Not applicable



<b>mechanism:</b>	
<b>Payment method:</b>	<p>The payment method for this Contract is via a Purchase Order. The purchase order must be in a non-editable format (e.g., PDF) and include the following information:</p> <ul style="list-style-type: none"><li>• Order Reference Number</li><li>• Total Price (excluding applicable tax)</li><li>• Local Tax, if applicable</li></ul> <p>In issuing a purchase order, You agree that no terms included in any such purchase order shall apply to the Services ordered under this Order Form.</p>
<b>Payment profile:</b>	<p>The payment profile for this Contract is quarterly in arrears.</p> <p><b>Overage</b></p> <p>If, at the end of any month during the Term the Buyer has exceeded the applicable Annual Universal Credit amount, the Supplier will invoice the Buyer for the excess usage of the Oracle IaaS and PaaS Cloud Service(s) at the Overage Unit Net Price specified in the rate card in Attachment 3 or as seen in the Cloud Portal. If the Buyer is required to provide purchase orders for purchases, the Buyer must provide a purchase order within thirty (30) days of the invoice date for an amount equal to the overage incurred.</p>
<b>Invoice details and frequency:</b>	<p>The Supplier will issue an invoice (including any Electronic Invoices) in accordance with the Payment profile set out above.</p> <p>Pursuant to Clause 7.4 of the Core Services Call-Off Terms, the Buyer will pay the Charges to the Supplier within thirty (30) days of receipt of a valid invoice.</p>
<b>Who and where to send invoices to:</b>	<p>Invoices will be sent by the Supplier to the Buyer at:</p> <p>REDACTED – FOI 43</p>
<b>Invoice information required:</b>	<p>The Billing Entity on all invoices has to be in the UK, with a UK address and all invoices must include:</p> <ul style="list-style-type: none"><li>• a valid purchase order number</li></ul> <p>With respect to the PO Number (if applicable), the Buyer must provide its PO Number no later than seven (7) days after the execution of this Order Form. If no PO Number is provided by the Buyer within the time period specified in this paragraph or at all, the Buyer agrees and acknowledges that the Supplier can invoice the Buyer without a PO Number in the applicable invoice(s), and such invoice is still due and payable in accordance with terms of this Call-Off Contract.</p>



<b>Contract anticipated potential value:</b>	The total anticipated potential value of the Contract is in the following potential range of £255,038.00 exclusive of VAT.
<b>Applicable Discounts:</b>	Pursuant to Clause 7.3 of the Call-Off Terms, the details of any applicable discounts and/or preferential pricing are as follows:  Not applicable
<b>Minimum Commitments:</b>	<b>REDACTED – FOI 43</b>  For the purpose of Clause 17.4 of the Core Services Call-Off Terms, the settlement option which shall apply in respect of Minimum Commitments entered into under the Contract as per Clause 17.4.2 of the Call-Off Contract is:  (a) pay an amount equal to the amount of Charges necessary to satisfy the remainder of any outstanding Minimum Commitments at the effective date of termination;

**Additional Buyer terms:**

<b>Liability:</b>	Not applicable
<b>Buyer specific amendments to/ refinements of the Contract terms:</b>	<b>REDACTED IN FULL</b>
<b>Personal Data and Data Subjects:</b>	See Attachment 5 (Schedule of Processing, Personal Data and Data Subjects) to this Order Form.

**Alternative Clauses:**

<b>The following Alternative Clauses will apply:</b>	Not applicable
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## Section C - Commercially Sensitive information:

### Commercially Sensitive information:

Any information that the Supplier considers sensitive for the duration of stated below:

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
4	Any	Information not in the public domain relating to the Supplier group's business or investment/ divestment plans, financial standing - Indefinitely	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



## Section D - Contract award:

The Contract is awarded in accordance with the provisions of the Framework Agreement.

### SIGNATURES

#### For and on behalf of the Supplier:

Name:	REDACTED – FOI 40
Job role/title:	REDACTED – FOI 40
Signature:	REDACTED – FOI 40
Date:	Feb 21, 2024

#### For and on behalf of the Buyer:

Name:	REDACTED – FOI 40
Job role/title:	REDACTED – FOI 40
Signature:	REDACTED – FOI 40
Date:	21st February 2024



## Attachment 1 – Service Descriptions and Product Terms

### SERVICE DESCRIPTIONS:

See the relevant Service Description applicable to the Services purchased under this Order Form available at:

- **Oracle PaaS and IaaS Universal Credits Service Descriptions Effective Date: 1 February 2024, v020124 REDACTED – FOI 40**
- **Oracle Platform as a Service and Infrastructure as a Service – Public Cloud Service Descriptions Metered & Non-Metered Effective Date: 18 January 2024 REDACTED – FOI 40**

The OCI Services Service Descriptions are subject to change for time-to-time, but such changes will not materially reduce the level of performance, security, or availability of the Services under this order for the duration of the Services Period.

### PRODUCT TERMS:

As set in in the “Product Terms – Licence Terms” sub-section below, and in **Exhibit A (Oracle Product Terms)** to this Attachment 1 (Service Descriptions and Product Terms).

#### Product Terms – Licence Terms

Clause 9.4 of the Call Off Contract is applicable subject only to clause 6.1 of the Product Terms which provides:

*“6.1. Your licence to use the Services is limited to Your internal business operations only.*

*6.2 You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs) unless required to be permitted by law for interoperability; (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.”*



## Exhibit A – Oracle Product Terms

### **ORACLE PRODUCT TERMS FOR CCS FRAMEWORK RM6292**

#### **ORACLE CLOUD INFRASTRUCTURE**

These Terms represent the Product Terms as envisaged by Framework Contract RM6292 entered into between Oracle and CCS. They form part of a Call Off Contract entered into between Oracle and the Buyer identified in a relevant Order Form pursuant to the above Framework Contract. Words or phrases used in this document which are defined in the Call Off Contract have the same meaning when used in these Product Terms.

1. References in these Product Terms to “Oracle” “we,” “us,” or “our” are references to Oracle Corporation UK Limited and references to You are to the Buyer identified in the Order Form.
2. All Call Off Contracts require the express written agreement of and signature of Oracle on the applicable Order Form. Oracle expressly reserves the right to decline to accept any Order Form (including Direct Awards) if it finds the provisions of the Order Form unacceptable.
3. If, for whatever reason, the Buyer consumes Services in excess of the Contract anticipated annual value specified in the Order Form, the Buyer shall be given the option of suitably increasing the level of the stated Contract anticipated annual value. If the Buyer exercises this option, such excess Services shall be deemed supplied pursuant to the Call Off Contract and charged accordingly. If the Buyer is unwilling or unable to do so for whatever reason, any Services above the stated anticipated annual value shall be deemed to have been supplied by Oracle subject to Oracle’s standard terms and conditions in force from time to time related to the Service in question and the price payable shall be that quoted in Oracle’s standard price list published at the applicable time for the Services in question (unless the Parties agree otherwise).
4. If, for whatever reason, the Buyer elects to procure services from Oracle which are deemed to be out of scope for procurement under the CCS Framework RM6292, the Buyer shall be deemed to have procured such services subject to Oracle’s standard terms and conditions in force from time to time related to the Service in question and the price payable shall be that quoted in Oracle’s standard price list published at the applicable time for the Services in question (unless the Parties agree otherwise).

#### **5. THIRD-PARTY CONTENT, SERVICES AND WEBSITES**

- 5.1. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.
- 5.2. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties’ websites, platforms, content, products, services, and information (“Third Party Services”). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle. Any Third Party Content we make accessible is provided on an “as-is” and “as available” basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. To the extent not prohibited by law, we disclaim all liabilities arising from or related to Third Party Content.
- 5.3. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties’ respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may



cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

## **6. LICENCE AND DERIVATIVE WORKS**

- 6.1. Your licence to use the Services is limited to Your internal business operations only.
- 6.2. You may not, and may not cause or permit others to: (a) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services (including data structures or similar materials produced by programs) unless required to be permitted by law for interoperability; (b) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (c) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services to any third party except as permitted by this Agreement or Your order.

## **7. EXCLUSIVE REMEDIES**

- 7.1. We warrant that during the Contract Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications.
- 7.2. We do not warrant that the services will be performed error-free or uninterrupted, that we will correct all services errors, or that the services will meet your requirements or expectations. We are not responsible for any issues related to the performance, operation or security of the services that arise from your content or third party content or services provided by third parties.
- 7.3. For any breach of the services warranty in 6.1 above or elsewhere in the call off contract, your exclusive remedy and our entire liability shall be the correction of the deficient services that caused the breach of warranty, or, if we cannot substantially correct the deficiency in a commercially reasonable manner, you may end the deficient services and we will refund to you the fees for the terminated services that you pre-paid to us for the period following the effective date of termination.
- 7.4. To the extent not prohibited by law, the warranties set out 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.
- 7.5. In no event will either party or its affiliates be liable for any consequential, incidental, special, punitive, or exemplary damages, sales, data, data use, goodwill, or reputation.
- 7.6. The cap on liability in clause 8.4.2 of the Call Off Contract shall only apply in circumstances where there has been unauthorised access to Your Content caused by a breach of Oracle's security practices. All other breaches shall be covered by the cap in clause 8.1 of the Call Off Contract.
- 7.7. Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.
- 7.8. Should Buyer Content become damaged or corrupted, Oracle's obligation to restore the damaged or corrupted data shall be limited to taking the most recent available back-up copy of the data and making that available via the Services.
- 7.9. The Buyer's rights to retain or set-off amounts owed to it shall only apply where Oracle has agreed that the amount is owed or the Buyer has 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.

## **8. IPR INFRINGEMENT**

- 8.1. The indemnity in clause 9.6 of the Call Off Contract shall only apply in respect of damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or under a settlement agreed to by the indemnifying Party





- 8.2. If the indemnifying Party believes or it is determined that use of the Services may infringe a third party's intellectual property rights, and if the alternatives set out in clause 9.8 of the Call Off Contract are not commercially reasonable, the indemnifying Party may end the Services associated (or relevant part thereof) and refund any unused, prepaid fees for such Services.
- 8.3. Oracle will not be liable under the indemnity if the Buyer (a) alters the item in question or uses it outside the scope of use identified in Oracle's user or program documentation or Service Specifications, or (b) uses a version which has been superseded, if the infringement claim could have been avoided by using an unaltered current version which was made available to the Buyer. Oracle will not indemnify You to the extent that an infringement claim is based on Third Party Content or any material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).
- 8.4. This section 8 (amending clause 9.6 – 9.10 of the Call Off Contract) provides the parties' exclusive remedy for any IPR Claims or related damages.

## **9. SERVICE ANALYSES AND ORACLE SOFTWARE**

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

## **10. COMPLIANCE WITH EXPORT LAWS**

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



- 10.2. Specifically, but without limitation, Services may not be delivered to or accessed by Users in Venezuela, nor may the Services or any output from the Services be used for the benefit of any individuals or entities in Venezuela.
- 10.3. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

## **11. ASSIGNMENT BY THE BUYER**

Should the Buyer seek to assign the benefit of the Call Off Contract in accordance with its terms, the Buyer will procure that the proposed assignee agrees to execute a form of assignment directly with Oracle (in a form reasonably specified by Oracle) and agrees to abide by the terms of the Call Off Contract and accepts a liability to pay for the Services ordered in accordance with the provisions of the Call Off Contract.

## **12. BUYER REGULATORY AND LEGAL COMPLIANCE**

Prior to entering into an order governed by the Call Off Contract, You are solely responsible for determining whether the Services meet Your technical, business or regulatory requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory compliance in connection with Your use of the Services.

## **13. TERMINATION BY THE BUYER ON NOTICE WITHOUT CAUSE**

If the Buyer exercises the right in clause 16.1 and clause 17.4.2, it has been agreed between the Parties that clause 17.4.2 (a) shall be applicable.

## **14. OFF-BOARDING SERVICES**

It is not anticipated that Oracle will be required to provide any Off Boarding Services upon termination or expiry of the Call Off Contract. However, if any such Off Boarding Services are required or are specified in the Order Form then Oracle will be entitled to charge for such Services at a price to be reasonably agreed between the Parties or, in the absence of agreement, at Oracle's standard charge rates applicable at the time for such Services.

## **15. AUDIT**

- 15.1. Any audit conducted by the Buyer under the Call Off Contract must comply with the provisions of this section 15. Under no circumstances will the scope of an audit include Oracle's costs or profitability (or those of its Sub-Contractors) since access to this information is not necessary in order to verify the accuracy of the Charges.
- 15.2. 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.
- 15.3. 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.
- 15.4. 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.
- 15.5. 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.
- 15.6. 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.



- 15.7. 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.
- 15.8. 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.

## 16. FORCE MAJEURE

Nothing in clause 21 of the Call Off Contract excuses Your obligation to continue to pay for the Services.

## 17. STANDARDS

Please be aware that not all data centres used by Oracle comply with every one of the Standards (as defined). When placing orders via the Supplier Portal it is your responsibility to check with Oracle the applicable compliance status before taking a decision to place the order.

## 18. DATA PROCESSING

- 18.1. Where personal data is processed by Oracle as part of the Services, the terms of Oracle's Cloud Hosting and Delivery Policy will apply (see **Appendix 1**) as will the Oracle Services Privacy Policy (see **Appendix 2**).
- 18.2. Oracle has adopted and had approved by relevant regulators a set of Binding Corporate Rules ("BCRs") governing the processing of and internal transfers of personal data by Oracle to and from companies within the Oracle Group. These BCRs form part of these Product Terms. The current version of the BCRs (see **Appendix 3**).

## 19. UPDATES

These Product Terms, the applicable Service Specifications, relevant Service Level Agreements and any documents referenced in any of them may be updated by Oracle from time to time. As and when there is any update to these documents Oracle will take reasonable steps to bring this to your attention. Continued use of the Services will be taken as acceptance of the updates unless you raise valid objections as envisaged by clause 5 of the Call Off Contract within thirty (30) days of being made aware of the update.

## 20. TUPE

If any individual claims to have transferred to Oracle or a Sub-Contractor upon the commencement of any Service or from Oracle or a Sub-Contractor to the Buyer or any successor provider upon termination of the provision of any Service, the provisions of **Appendix 4 (TUPE)** shall apply.

## 21. ADDITIONAL LICENSES AND ORACLE LINUX SUPPORT

Oracle licenses and support are not provided by Oracle under the terms of Framework Agreement RM6292. However, should wish to obtain additional licenses and support in connection with the Oracle Cloud Services, Oracle has therefore agreed that, for all Oracle Cloud Services purchased under the Call Off Contract, the terms set out in **Appendix 5 (Additional Licenses and Oracle Linux Support)** shall apply. By signing the Order Form, You acknowledge that although the licenses and support stated in **Appendix 5 (Additional Licenses and Oracle Linux Support)** will be provided in connection with the Oracle Cloud Services, they do not fall within the scope of the Call-Off Contract and are not subject to the terms and conditions of the Call-Off Contract or Framework Agreement RM6292. You therefore accept that Your use of such licenses and support shall be governed by the terms stated in **Appendix 5 (Additional Licenses and Oracle Linux Support)** notwithstanding anything to the contrary in the Call-Off Contract or Framework Agreement RM6292.

## 22. DEFINITIONS

- 22.1. Terms used in these Product Terms shall have the following meanings:



**“Oracle Software”** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services. “Program Documentation” refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.

**“Service Specifications”** means the following documents, as applicable to the Services: (a) the Oracle Cloud Hosting and Delivery Policies (see **Appendix 1**), the Program Documentation available on the Oracle website, the Service Descriptions incorporated into Your Call Off Contract, and the Data Processing Agreement incorporated into the Call Off Contract; and (b) Oracle’s privacy policies. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, the Service Descriptions, and the Data Processing Agreement.

**“Third Party Content”** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third-party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.

**“Users”** has the same meaning as Buyer Users as defined in Schedule 1 to the Call Off Contract.

**“Your Content”** has the same meaning as Buyer Content as defined in Schedule 1 to the Call Off Contract. Services under this Agreement, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term “Your Content.” Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.



## **APPENDIX 1 ORACLE PRODUCT TERMS**

### **ORACLE'S CLOUD HOSTING AND DELIVERY POLICY**

#### **OVERVIEW**

These Oracle Cloud Hosting and Delivery Policies (these “**Delivery Policies**”) describe the Oracle Cloud Services ordered by You. These Delivery Policies may reference other Oracle Cloud policy documents; any reference to "Customer" in these Delivery Policies or in such other policy documents shall be deemed to refer to “You” as defined in Your order. References in these Delivery Policies to a Cloud Services’ “data center region” refers to the geographic region listed in Your order for such Services or, if applicable, the geographic region that You have selected when activating the production instance of such Services. In addition, for purposes of the data center region listed in Your order, or selected when activating the production instance of Your Service, “Europe” refers to the member countries of the European Union, the United Kingdom, and Switzerland, collectively. Capitalized terms that are not otherwise defined in these Delivery Policies shall have the meaning ascribed to them in the Oracle agreement, Your order or the policy, as applicable. The Oracle Cloud Hosting and Delivery Policies are generally updated on a biannual basis.

Oracle Cloud Services are provided under the terms of the Oracle agreement, Your order, and Service Specifications applicable to such services. Oracle’s delivery of the Oracle Cloud Services is conditioned on Your and Your users’ compliance with Your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of performance, functionality, security, or availability of the Oracle Cloud Services provided during the Services Period of Your order.

Oracle Cloud Services are deployed at data centers or third-party infrastructure service providers retained by Oracle, with the exception of Oracle Cloud at Customer Services. Oracle Cloud at Customer Services are Public Cloud Services that are deployed at Your data center or at a third-party data center retained by You. You may purchase these services standalone or they may be deployed as the underlying platform for other Oracle Cloud Services. For Oracle Cloud at Customer Services, Oracle will deliver to Your data center certain hardware components, including gateway equipment, needed by Oracle to operate these services. You are responsible for providing adequate space, power, and cooling to deploy the Oracle hardware (including gateway equipment) and for ensuring adequate network connectivity for Oracle Cloud Operations to access the services. Oracle is solely responsible for maintenance of the Oracle hardware components (including gateway equipment).

These Delivery Policies do not apply to Oracle BigMachines Express, Oracle ETAWorkforce, or such other Oracle Cloud offerings as specified by Oracle in Your order or the applicable Service Specifications.





## 1. ORACLE CLOUD SECURITY POLICY

### 1.1 Oracle Information Security Practices – General

Oracle has adopted security controls and practices for Oracle Cloud Services that are designed to protect the confidentiality, integrity, and availability of Your Content that is hosted by Oracle in Your Oracle Cloud Services environment and to protect Your content from any unauthorized processing activities such as loss or unlawful destruction of data. Oracle continually works to strengthen and improve those security controls and practices.

Oracle Cloud Services operates under practices which are aligned with the ISO/IEC 27002 Code of Practice for information security controls, from which a comprehensive set of controls are selected. Oracle Cloud Services are aligned with National Institute of Standards and Technology (“NIST”) 800-53 and 800-171.

Oracle Cloud information security practices establish and govern areas of security applicable to Oracle Cloud Services and to Your use of those Oracle Cloud Services. Oracle personnel (including employees, contractors, and temporary employees) are subject to the Oracle information security practices and any additional policies that govern their employment or the services they provide to Oracle.

Oracle takes a holistic approach to information security, implementing a multi-layered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance, and oversight.

For those Oracle Cloud Services which enable You to configure Your security posture, unless otherwise specified, You are responsible for configuring, operating, maintaining, and securing the operating systems and other associated software of these select Oracle Cloud Services (including Your Content) that is not provided by Oracle. You are responsible for maintaining appropriate security, protection, and backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and the routine archiving of Your Content.

### 1.2 Physical Security Safeguards

Oracle employs measures designed to prevent unauthorized persons from gaining access to computing facilities in which Your Content is hosted such as the use of security personnel, secured buildings, and designated data center premises. Oracle provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and Oracle controlled co-locations/data centers currently include, for example:

- Physical access requires authorization and is monitored
- All employees and visitors must visibly wear official identification while onsite
- Visitors must sign a visitor's register and be escorted and/or observed while onsite
- Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Oracle employment must return keys/cards

Additional physical security safeguards are in place for Oracle-controlled Cloud data centers, which currently include safeguards such as:

- Premises are monitored by CCTV
- Entrances are protected by physical barriers designed to prevent unauthorized entry by vehicles
- Entrances are manned twenty-four (24) hours a day, three-hundred-sixty-five (365) days a year by security guards who perform visual identity recognition and visitor escort management
- Safeguards related to environmental hazards
- Any physical movement of equipment is controlled by hand-delivered receipts and other authorized change control procedures
- Network cables are protected by conduits and, where possible, avoid routes through public areas.

This section does not apply to Oracle Cloud at Customer Services. You must provide Your own secure computing facilities for the hosting and operation of the Oracle Cloud at Customer Services-related hardware (including the



gateway equipment) and network connections required for Oracle to provide the Oracle Cloud at Customer Services.

### **1.3 System Access Controls**

Oracle may, depending upon the particular Cloud Services ordered, apply among others the following controls: authentication via passwords and/or multi-factor authentication, documented authorization and change management processes, and logging of access. All remote access to the Oracle Cloud Network by Oracle personnel that have access to Your Content must be through a Virtual Private Network, utilizing multi-factor authentication. Oracle prohibits (through both policy and technical controls) the use of personal devices to access the Oracle Cloud Network and the Services environment for the Cloud Services.

For Cloud Services hosted at Oracle: (i) log-ins to Cloud Services environments are logged and (ii) logical access to the data centers is restricted and protected.

### **1.4 Data Access Controls**

For service components managed by Oracle, Oracle's access to Your Content is restricted to authorized staff.

With respect to Oracle personnel accessing the Services environment for the Cloud Services (including Your Content residing in the Cloud Services), Oracle enforces Role Based Access Controls (RBAC) and employs the access management principles of "need to know", "least privilege" and "segregation of duties." In addition, Oracle provides a mechanism by which You control Your access to Your Cloud Services environment and to Your Content by Your authorized staff.

### **1.5 User Encryption for External Connections**

Your access to Oracle Cloud Services is through a secure communication protocol provided by Oracle. If access is through a Transport Layer Security (TLS) enabled connection, that connection is negotiated for at least 128 bit encryption. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS-certified applications deployed at Oracle. It is recommended that the latest available browsers certified for Oracle programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. The list of certified browsers for each version of Oracle Cloud Services will be made available via a portal accessible to You or in the corresponding Service Specifications for the Oracle Cloud Services. In some cases, a third party site that You wish to integrate with the Oracle Cloud Services, such as a social media service, may not accept an encrypted connection. For Oracle Cloud Services where HTTP connections with the third party site are permitted by Oracle, Oracle will enable such HTTP connections in addition to the HTTPS connection.

### **1.6 Input Control**

The source of Your Content is under Your control and Your responsibility, and integrating Your Content into the Cloud Services environment, is managed by You.

### **1.7 Data and Network Segregation**

Your Content is logically or physically segregated from the content of other customers hosted in the Oracle Cloud Services environments. All Oracle Public Cloud networks are segregated from Oracle's Corporate networks.

### **1.8 Confidentiality and Training**

Oracle personnel that may have access to Your Content are subject to confidentiality agreements. All Oracle personnel that have access to Your Content are required to complete information-protection awareness training upon hiring. Thereafter, all Oracle personnel that have access to Your Content must complete training in accordance with applicable Oracle security and privacy awareness training documentation.



## 1.9 Asset Management

Oracle is responsible for the protection and inventory of Oracle's Cloud Services assets. The responsibilities may include reviewing and authorizing access requests to those who have a business need and maintaining an inventory of assets.

You are responsible for the assets You control that utilize or integrate with the Oracle Cloud services, including: determining the appropriate information classification for Your Content, and whether the documented controls provided by Oracle Cloud Services are appropriate for Your Content. You must have or obtain any required consents or other legal basis related to the collection and use of information provided by data subjects, including any such consents or other legal basis necessary for Oracle to provide the Cloud Services.

## 1.10 Oracle Internal Information Security Policies

Oracle Cloud information security policies establish and govern areas of security applicable to Oracle Cloud Services and to Your use of Oracle Cloud Services. Oracle personnel are subject to the Oracle Corporate Information Security Policies and any additional policies that govern their employment or the services they provide to Oracle. Oracle's Information Security Program ("ISP") is comprised of documented policies that consider risk factors including cyber and security factors, with accompanying derivative procedures, standards and guidelines required for the effective operationalization of policy. Oracle's ISP is designed to ensure the confidentiality, integrity, privacy, continuity and availability of Your Content that is hosted by Oracle in Your Oracle Cloud Services through effective security management practices and controls. Oracle's ISP is reviewed annually by the Oracle Security Oversight Committee and updated as required.

## 1.11 Internal Security Reviews and Enforcement

Oracle employs internal processes for regularly testing, assessing, evaluating and maintaining the effectiveness of the technical and organizational security measures described in this section.

## 1.12 External Reviews

Oracle may conduct independent reviews of Cloud Services utilizing third parties in the following areas (the scope of any such reviews may vary by service and country):

- SOC 1 (based on Statement on Standards for Attestation Engagements (SSAE) No 18) and/or SOC 2 reports
- Other independent third-party security testing to review the effectiveness of administrative and technical controls.

Relevant information from these reviews may be made available to customers.

## 1.13 Oracle Software Security Assurance

Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing, and maintenance of its products and services, including the Oracle Cloud Services. The OSSA program is described as follows

Encompassing every phase of the product development lifecycle, Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing, and maintenance of its products, whether they are used on-premises by customers, or delivered through Oracle Cloud. Oracle's goal is to ensure that Oracle's products help customers meet their security requirements while providing for the most cost-effective ownership experience.

Oracle Software Security Assurance is a set of industry-leading standards, technologies, and practices aimed at:

- Fostering security innovations. Oracle has a long tradition of security innovations. Today this legacy continues with solutions that help enable organizations to implement and manage consistent security





policies across the hybrid cloud data center: database security and identity management, and security monitoring and analytics.

- Reducing the incidence of security weaknesses in all Oracle products. Oracle Software Security Assurance key programs include Oracle's Secure Coding Standards, mandatory security training for development, the cultivation of security leaders within development groups, and the use of automated analysis and testing tools.
- Reducing the impact of security weaknesses in released products on customers. Oracle has adopted transparent security vulnerability disclosure and remediation policies. The company is committed to treating all customers equally, and delivering the best possible security patching experience through the Critical Patch Update and Security Alert programs.

#### 1.14 Security Logs

Logs are generated for security-relevant activities on operating systems. Systems are configured to log default security activities, access to information or programs, system events such as alerts, console messages, and system errors. Oracle reviews logs for forensic purposes and incidents; identified anomalous activities feed into the incident management process. Security logs are stored within the Security Information and Event Management system in a native, unaltered format and retained in accordance with Oracle's internal policies. Such logs are retained online for a minimum of ninety (90) days, or as otherwise required by an applicable regulatory framework.

#### 1.15 Other Customer Security Related Obligations

You are responsible for:

- Implementing Your own comprehensive system of security and operational policies, standards and procedures, according to Your risk-based assessments and business requirements
- Ensuring that end-user devices meet web browser requirements and minimum network bandwidth requirements for access to the Oracle Cloud Services
- Managing client device security controls, so that antivirus and malware checks are performed on data or files before importing or uploading data into the Oracle Cloud Services
- Maintaining Customer-managed accounts according to Your policies and security best practices
- Additionally, for Oracle Cloud at Customer Services, You are responsible for the following:
- Adequate physical and network security
- Security monitoring to reduce the risk of real time threats and prevent unauthorized access to Your Oracle Cloud Services from Your networks; this includes intrusion detection systems, access controls, firewalls and any other network monitoring, and any management tools managed by You.

## 2. ORACLE CLOUD SERVICE CONTINUITY POLICY

### 2.1 Oracle Cloud Services High Availability Strategy

Oracle deploys the Oracle Cloud Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the services. Data centers retained by Oracle to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage.

### 2.2 Oracle Cloud Services Backup Strategy

Oracle periodically makes backups of Your production data in the Oracle Cloud Services for Oracle's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the Oracle Cloud Services, and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least sixty (60) days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Your data on Your behalf. However, on an exception basis and subject to written approval, Oracle may assist You to restore data which You may have lost as a result of Your own actions.



For Oracle Cloud Services which enable You to configure backups in accordance with Your own policies, You are responsible for performing backups and restores of Your data, non-Oracle software, and any Oracle software that is not provided by Oracle as part of these services. Additionally, You are encouraged to develop a business continuity plan to ensure continuity of Your own operations in the event of a disaster.

### **3. PROVISIONS SPECIFIC TO PAAS AND IAAS**

#### **3.1 Oracle Information Security Practices – General**

For the Oracle Video Plus (formerly Sauce mobile client) component of the Oracle Content and Experience Cloud Service – Advanced Video Management, the second paragraph of section 1.1 of the Oracle Cloud Hosting and Delivery Policies regarding alignment with ICO/IEC 27002 Code of Practice does not apply.

Physical Security Safeguards For the Oracle Apiary Cloud Service, Oracle Container Pipelines Cloud Service, Oracle Cloud Infrastructure - Ravello Service, Oracle CASB Cloud Services, and the Oracle Video Plus (formerly Sauce mobile client) component of the Oracle Content and Experience Cloud Service – Advanced Video Management, the following applies in lieu of the text in section 1.2 of the Oracle Cloud Hosting and Delivery Policies: In accordance with reasonable practices, Oracle provides secured computing facilities for both office locations and production Cloud infrastructure.



## **APPENDIX 2 ORACLE PRODUCT TERMS**

### **ORACLE SERVICES PRIVACY POLICY**

#### **I. SERVICES PERSONAL INFORMATION DATA PROCESSING TERMS**

Oracle treats all Services Personal Information in accordance with the terms of Sections I and III of this Policy and Your order for Services.

In the event of any conflict between the terms of this Services Privacy Policy and any privacy terms incorporated into Your order for Services, including an Oracle Data Processing Agreement, the relevant privacy terms of Your order for Services shall take precedence.

##### **1. Performance of the Services**

Oracle may process Services Personal Information for the processing activities necessary to perform the Services, including for creating an Oracle services account to access Oracle products and services, for testing and applying new product or system versions, patches, updates and upgrades, and resolving bugs and other issues You have reported to Oracle.

##### **2. Customer instructions**

You are the controller of the Services Personal Information processed by Oracle to perform the Services. Oracle will process your Services Personal Information as specified in Your Services order and Your documented additional written instructions to the extent necessary for Oracle to (i) comply with its processor obligations under applicable data protection law or (ii) assist You to comply with Your controller obligations under applicable data protection law relevant to Your use of the Services. Oracle will promptly inform You if, in our reasonable opinion, Your instruction infringes applicable data protection law. You acknowledge and agree that Oracle is not responsible for performing legal research and/or for providing legal advice to You. Additional fees may apply.

##### **3. Rights of individuals**

You control access to Your Services Personal Information by Your end users, and Your end users should direct any requests related to their Services Personal Information to You. To the extent such access is not available to You, Oracle will provide reasonable assistance with requests from individuals to access, delete or erase, restrict, rectify, receive and transmit, block access to or object to processing of Services Personal Information on Oracle systems. If Oracle directly receives any requests or inquiries from Your end users that have identified You as the controller, we will promptly pass on such requests to You without responding to the end user.

##### **4. Security and confidentiality**

Oracle has implemented and will maintain technical and organizational measures designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Services Personal Information. These measures, which are generally aligned with the ISO/IEC 27001:2013 standard, govern all areas of security applicable to the Services, including physical access, system access, data access, transmission, input, security oversight, and enforcement.

Oracle employees are required to maintain the confidentiality of personal information. Employees' obligations include written confidentiality agreements, regular training on information protection, and compliance with company policies concerning protection of confidential information.

See additional details regarding the specific security measures that apply to the Services are set out in the security practices for these Services, including regarding data retention and deletion, available for review.



## **5. Incident Management and data breach notification.**

Oracle promptly evaluates and responds to incidents that create suspicion of or indicate unauthorized access to or handling of Services Personal Information.

If Oracle becomes aware and determines that an incident involving Services Personal Information qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Services Personal Information transmitted, stored or otherwise processed on Oracle systems that compromises the security, confidentiality or integrity of such Services Personal Information, Oracle will report such breach to You without undue delay.

As information regarding the breach is collected or otherwise reasonably becomes available to Oracle and to the extent permitted by law, Oracle will provide You with additional relevant information concerning the breach reasonably known or available to Oracle.

## **6. Subprocessors**

To the extent Oracle engages Oracle affiliates and third party subprocessors to have access to Services Personal Information in order to assist in the provision of Services, such subprocessors shall be subject to the same level of data protection and security as Oracle under the terms of Your order for Services. Oracle is responsible for its subprocessors' compliance with the terms of Your order for Services.

Oracle maintains lists of Oracle affiliates and subprocessors that may process Services Personal Information.

## **7. Cross-border data transfers**

Oracle is a global corporation with operations in over 80 countries and Services Personal Information may be processed globally as necessary in accordance with this policy and other relevant privacy terms specified applicable to Your Services. If Services Personal Information is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take adequate measures designed to protect the Services Personal Information, such as ensuring that such transfers are subject to the terms of the EU Standard Contractual Clauses or other adequate transfer mechanism as required under relevant data protection laws.

In the event the Services agreement between You and Oracle references the Oracle Data Processing Agreement for Oracle Services ("DPA"), further details on the relevant data transfer mechanism that applies to Your order for Oracle services are available in the DPA. In particular, for Services Personal Information transferred from the European Economic Area ("EEA") or Switzerland, such transfers are subject to Oracle's Binding Corporate Rules for Processors (BCR-P) or the terms of the EU Standard Contractual Clauses. For Services Personal Information transferred from the United Kingdom (UK), such transfers are subject to the UK Addendum or other appropriate transfer mechanism.

## **8. Audit rights**

To the extent provided in your order for Services, You may at Your sole expense audit Oracle's compliance with the terms of this Services Privacy Policy by sending Oracle a written request, including a detailed audit plan, at least two weeks in advance of the proposed audit date. You and Oracle will work cooperatively to agree on a final audit plan.

The audit shall be conducted no more than once during a twelve-month period, during regular business hours, subject to Oracle's on-site policies and regulations, and may not unreasonably interfere with business activities. If You would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Oracle. Upon



completion of the audit, You will provide Oracle with a copy of the audit report, which is classified as confidential information under the terms of Your agreement with Oracle.

Oracle will contribute to such audits by providing You with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Services. If the requested audit scope is addressed in a SOC 1 or SOC 2, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report. Additional audit terms may be included in Your order for Services.

## **9. Deletion or return of Services Personal Information**

Except as otherwise specified in an order for services or required by law, upon termination of services, Oracle will return or delete any remaining copies of Your production customer data, including any Services Personal Information, located on Oracle systems or Services environments. Additional information on data deletion functionality is provided in the applicable Services descriptions.

## **II. SYSTEMS OPERATIONS DATA PROCESSING TERMS**

### **1. Responsibility and purposes for processing personal information**

Oracle Corporation and its affiliated entities are responsible for processing personal information that may be incidentally contained in Systems Operations Data in accordance with Sections II and III of this Policy. See the list of Oracle entities. Please select a region and country to view the registered address and contact details of the Oracle entity or entities located in each country.

We may collect or generate Systems Operations Data for the following business purposes:

- a) to help keep our Services secure, including for security monitoring and identity management;
- b) to investigate and prevent potential fraud or illegal activities involving our systems and networks, including to prevent cyber-attacks and to detect bots;
- c) to administer our back-up disaster recovery plans and policies;
- d) to confirm compliance with licensing and other terms of use (license compliance monitoring);
- e) for research and development purposes, including to analyze, develop, improve and optimize our Services;
- f) to comply with applicable laws and regulations and to operate our business, including to comply with legally mandated reporting, disclosure or other legal process requests, for mergers and acquisitions, finance and accounting, archiving and insurance purposes, legal and business consulting and in the context of dispute resolution.

Where relevant, our legal basis for processing Your personal information is as follows:

- Oracle will process Systems Operations Data as may be necessary to help keep our Services secure; to investigate and prevent potential fraud or illegal activities involving our systems and networks; to administer our back-up disaster recovery plans and policies; and to confirm compliance with licensing and other terms of use.
- Oracle will process Systems Operations Data as may be necessary for internal research for technological development and demonstration and to improve, upgrade, or enhance Oracle products and services based on our legitimate interests when such processing has a limited privacy impact on the individual.
- Oracle may also process Systems Operations Data as necessary for compliance with our legal obligations and for required business operations as noted above.



## 2. Sharing personal information

Personal information contained in Systems Operations Data may be shared throughout Oracle's global organization for Oracle's business purposes. A list of Oracle entities is available as indicated above.

We may also share such personal information with the following third parties:

- third-party service providers (for example IT service providers, lawyers and auditors) in order for those service providers to perform business functions on behalf of Oracle;
- relevant third parties in the event of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings);
- as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect your safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside your country of residence, for national security and/or law enforcement purposes.

When third parties are given access to personal information contained in Systems Operations Data, we will take the appropriate contractual, technical and organizational measures to ensure, for example, that personal information is only processed to the extent that such processing is necessary, consistent with this Privacy Policy and in accordance with applicable law. Oracle does not share or sell Systems Operations Data subject to this Privacy Policy with third parties for any commercial purposes.

## 3. Cross-border data transfers

If personal information contained in Systems Operations Data is transferred to an Oracle recipient in a country that does not provide an adequate level of protection for personal information, Oracle will take measures designed to adequately protect information about Users, such as ensuring that such transfers are subject to the terms of the EU Standard Contractual Clauses or other adequate transfer mechanism as required under relevant data protection laws.

## 4. Security

Oracle has implemented appropriate technical, physical and organizational measures in accordance with the Oracle Corporate Security Practices designed to protect personal information against accidental or unlawful destruction or accidental loss, damage, alteration, unauthorized disclosure or access as well as all other forms of unlawful processing (including, but not limited to, unnecessary collection) or further processing.

## 5. Individual rights

To the extent personal information about You is contained in Systems Operations Data, You may request to access, correct, update or delete personal information contained in Systems Operations Data in certain cases, or otherwise exercise Your choices with regard to Your personal information by filling out an inquiry form. We will respond to your request consistent with applicable law.

If are a California resident, under the California Consumer Privacy Act (CCPA), as amended, You may request that Oracle:

1. Discloses to you the following information:

- the categories and specific pieces of personal information we collected about You and the categories of personal information we sold, if applicable;
- the categories of sources from which we collected such personal information;





- the business or commercial purpose for collecting or selling personal information; and
  - the categories of third parties to whom we sold or otherwise disclosed personal information, if applicable.
2. deletes personal information we collected about You or corrects inaccurate personal information about You, unless retained solely for legal and compliance purposes and as otherwise set out in the CCPA.
3. fulfils your request to opt-out of any future sale of personal information about You, if applicable.

If You are an authorized agent making an access or deletion request on behalf of a California resident, please reach out to us via the inquiry form and indicate that You are an authorized agent. We will provide You with instructions on how to submit a request as an authorized agent on behalf of a California resident.

If you submit a request, please be specific as to what right you are asserting (e.g., access, correction, etc.) and which specific pieces of personal information are in scope of your request. In some cases, in order to comply with applicable law or a legal obligation, Oracle may deny your request or may seek more information from you in order to respond to your request.

If You are a California resident, you may obtain information about exercising your rights, as described above, by contacting us at 1-800-633-0748. For information on the CCPA requests Oracle received, complied with, or denied for the previous calendar year, please visit Oracle's Annual Consumer Privacy Reporting page.

### III. COMMUNICATIONS AND NOTIFICATIONS TO CUSTOMERS AND USERS

#### 1. Legal requirements.

Oracle may be required to provide access to Services Personal Information and to personal information contained in Systems Operations Data as required by law, such as to comply with a subpoena or other legal process, when we believe in good faith that disclosure is necessary to protect our rights, protect Your or a User's safety or the safety of others, investigate fraud, or respond to government requests, including public and government authorities outside Your or a User's country of residence, for national security and/or law enforcement purposes.

Oracle will promptly inform You of requests to provide access to Services Personal Information, unless otherwise required by law.

#### 2. Global Data Protection Officer

Oracle has appointed a Global Data Protection Officer who is also Oracle's Chief Privacy Officer. If You or a User believe that personal information has been used in a way that is not consistent with this Privacy Policy, or if You or a User have further questions, comments or suggestions related to Oracle's handling of Services Personal Information or personal information contained in Systems Operations Data, please contact the Data Protection Officer by filling out an [inquiry form](#).

Written inquiries to the Global Data Protection Officer may be addressed to:

Oracle Corporation  
Global Data Protection Officer  
Willis Tower  
233 South Wacker Drive  
45th Floor  
Chicago, IL 60606  
U.S.A.

For personal information collected INSIDE the EU/EEA, You may contact Oracle's external EU Data Protection Officer by filling out the [inquiry form](#) and selecting "Other Privacy Inquiry - Contact our DPO" in our drop down box or by written inquiry to.



**REDACTED FOI 40**

Hauptstraße 4  
D-85579 Neubiberg / München  
Germany

For personal information collected INSIDE Brazil, written inquiries to the Brazilian Data Protection Officer may be addressed to:

**REDACTED FOI 40**

Rua Dr. Jose Aureo Bustamante, 455  
Vila São Francisco  
São Paulo, BR

### **3. Filing a complaint**

If You or a User have any complaints regarding our compliance with our privacy and security practices, please contact us. We will investigate and attempt to resolve any complaints and disputes regarding our privacy practices. Users also have the right to file a complaint with a competent data protection authority if they are a resident of a European Union member state.

### **4. Changes to this Services Privacy Policy**

This Privacy Policy was last updated on December 23, 2022. However, the Services Privacy Policy can change over time, for example to comply with legal requirements or to meet changing business needs.





**APPENDIX 3 TO ORACLE PRODUCT TERMS**  
**ORACLE ADOPTED BCRs**



**Privacy Code for Processing Personal Information of Customer  
Individuals**

**Introduction**

Oracle provides cloud, consulting, technical support and other hosted, remote or on-premises computer-based information technology services to its Customers which may involve access to or storage of Personal Information of **Customer Individuals**. Oracle processes such Personal Information as a Processor on behalf of its Customers.

The Oracle Code of Ethics and Business Conduct expresses Oracle's commitment to conduct our business in accordance with high ethical standards and in accordance with applicable laws and Oracle policies, including the protection of Personal Information. This Privacy Code for Processing Personal Information of Customer Individuals ("**Processor Code**") specifies how this commitment shall be implemented with respect to Personal Information.

**Article 1 – Scope, Applicability and Implementation**

- |  |            |   |
|--|------------|---|
| <i>Scope – Oracle as Processor</i>           | <b>1.1</b> | This Processor Code applies to Personal Information of Customer Individuals subject to EEA Data Protection Laws and Processed by Oracle on behalf of its Customers in its role as a Processor in the course of delivering Services.   |
| <i>Electronic and paper-based Processing</i> | <b>1.2</b> | This Processor Code applies to the Processing of Personal Information by Oracle by electronic means and in systematically accessible paper-based filing systems.  |
| <i>Sub-policies and notices</i>              | <b>1.3</b> | Oracle may supplement this Processor Code through sub-policies and notices that are consistent with this Processor Code.  |
| <i>Compliance Responsibility</i>             | <b>1.4</b> | This Processor Code is binding on Oracle. The Responsible Line of Business Executive shall be accountable for his/her business organization's compliance with this Processor Code. Oracle Staff must comply with this Processor Code. |



<i>Effective date</i>	<b>1.5</b>	This Processor Code enters into force as of June 26, 2019. The Processor Code (including a list of the Group Companies that may be involved in Processing of Personal Information,) will be published on the Oracle Internet site.
<i>Processor Code supplements prior policies</i>	<b>1.6</b>	This Processor Code supplements all Oracle privacy policies that exist on the Effective Date.
<i>Implementation</i>	<b>1.7</b>	This Processor Code shall be implemented within Oracle based on the timeframes specified in Article 15.
<i>Role of Oracle EMEA</i>	<b>1.8</b>	Oracle Corporation has tasked Oracle EMEA with the coordination and implementation of this Processor Code.
<i>Advice Privacy Professional</i>	<b>1.9</b>	Where there is a question as to the applicability of this Processor Code, Staff shall seek the advice of the appropriate Privacy Professional prior to the relevant Processing.

## Article 2 – Services Contract

<i>Services Contract</i>	<b>2.1</b>	Oracle shall Process Personal Information only on the basis of a validly entered into written or electronic services contract with a Customer ( <b>Services Contract</b> ), which complies with EEA Data Protection Law.
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The Oracle Contracting Entity may use Sub-processors, both Oracle Sub-Processors and Third Party Sub-processors, in the regular performance of Services Contracts. The Services Contract shall authorize the use of such Sub-processors, provided that the Oracle Contracting Entity remains liable to the Customer for the performance of the Services Contract by the Sub-processors in accordance with the terms of the Services Contract. Article 7 shall apply if the Services Contract explicitly authorizes the use of Third Party Sub-processors.

<i>Termination of the Services Contract</i>	<b>2.2</b>	<p>Upon termination of the Services Contract, Oracle shall fulfil its obligations to the Customer in the Services Contract with regard to:</p> <ul style="list-style-type: none"><li>(i) returning Personal Information, including by providing data retrieval functionality (such as the ability to download Personal Information) where available for the relevant Services; or</li><li>(ii) promptly deleting any remaining copies of Personal Information in accordance with the Services Contract and, upon the Customer's request, confirm that it has done so.</li></ul>
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<i>Audit of termination measures</i>	<b>2.3</b>	Upon termination, Oracle shall, at the request of the Customer, allow for its Processing facilities to be audited in accordance with Articles 10.2, 10.3 and 10.4 (as applicable) to verify that Oracle has complied with its obligations under Article 2.2.
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### Article 3 – Compliance obligations Oracle

<i>Instructions of the Controller</i>	<b>3.1</b>	Oracle shall Process Personal Information only on behalf of the Customer and in accordance with any instructions received from the Customer consistent with the terms of the Services Contract.
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<i>Compliance with Applicable Law</i>	<b>3.2</b>	Oracle shall Process Personal Information only in accordance with the Applicable Processor Law and shall deal promptly and appropriately with requests for assistance of the Customer as reasonably required to ensure compliance of the Processing of Personal Information with its obligations under the Applicable Controller Law in accordance with the Services Contract.
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<i>Notification of non-compliance, substantial adverse effect</i>	<b>3.3</b>	<p>If Oracle:</p> <ul style="list-style-type: none"><li>(i) determines that it is unable for any reason to comply with its obligations under Articles 3.1 and 3.2 and Oracle cannot cure this inability to comply; or</li><li>(ii) becomes aware of any circumstance or change in the Applicable Processor Law, except with respect to the Mandatory Requirements, or an instruction of the Customer, that is likely to have a substantial adverse effect on Oracle's ability to meet its obligations under Articles 3.1, 3.2 or 10.2;</li></ul>
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Oracle shall promptly notify Oracle EMEA and the Customer thereof, in which case the Customer will have the right to temporarily suspend the relevant Service(s) under this Processor Code to Oracle until such time the Processing is adjusted in such a manner that the non-compliance is remedied. To the extent such adjustment is not possible, the Customer shall have the right to terminate the relevant Service(s) in accordance with the terms of the Services Contract.

<i>Request for disclosure of Personal Information</i>	<b>3.4</b>	If Oracle receives a request for disclosure of Personal Information from a law enforcement authority, state security body or other governmental authority ( <b>Authority</b> ), it will first assess on a case-by-case basis whether this request
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(**Disclosure Request**) is legally valid and binding on Oracle. Any Disclosure Request that is not legally valid and binding on Oracle will be resisted in accordance with applicable law.

Subject to the following paragraph, Oracle shall promptly inform the Customer, the Lead SA and the Customer SA of any legally valid and binding Disclosure Requests, and will request the Authority to put such Disclosure Requests on hold for a reasonable delay in order to enable the Lead SA to issue an opinion on the validity of the relevant disclosure.

If the suspension and/or notification of a Disclosure Request is prohibited, such as in case of a prohibition under criminal law to preserve the confidentiality of a law enforcement investigation, Oracle will request the Authority to waive this prohibition and will document that it has made this request. In any event, Oracle will on an annual basis provide to the Lead SA general information on the number and type of Disclosure Requests it received in the preceding 12-month period.

<i>Inquiries of the Customer</i>	<b>3.5</b>	Oracle shall deal promptly and appropriately with inquiries of the Customer related to the Processing of the Personal Information pursuant to the terms of the Services Contract.
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#### **Article 4 – Processor purposes and Description of Processing**

<i>Processor Purposes</i>	<b>4.1</b>	As a Processor, Oracle may Process Personal Information for one or more of the following purposes: <ul style="list-style-type: none"><li>(i) the provision of Oracle cloud services including:<ul style="list-style-type: none"><li>(a) hosting, storage, backup, or archiving;</li><li>(b) maintenance and performance of systems and IT infrastructure (e.g., auditing use, managing servers);</li><li>(c) IT security purposes, including system resiliency and incident management;</li><li>(d) backup and disaster recovery;</li><li>(e) service change management;</li></ul></li><li>(ii) the provision of Oracle technical support services including:<ul style="list-style-type: none"><li>(a) providing technical assistance and product updates to Customers with regard to Oracle products, systems and</li></ul></li></ul>
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services;

- (b) life-cycle management of Oracle products, systems and services (e.g., planning, evaluation, demonstration, installation, calibration, maintenance, decommissioning) to facilitate continued and sustained use by a Customer of Oracle products, systems and services.
- (iii) the provision of Oracle consulting services and advanced customer support services including:
  - (a) development and architecture services for the purpose of adjusting Oracle products, systems or services to meet a Customer's specifications (e.g., by engaging application specialists, undertaking project management activities, modifying of device or system);
  - (b) migration, implementation, configuration, consolidation, performance testing and tuning services;
  - (c) customer on-site support services for specific projects or on an ongoing basis;
  - (d) personalized and priority technical support services for critical customer systems and applications.
- (iv) Oracle internal business and services process execution and management, including operation of the systems and networks these services run on, and which may involve incidental Processing of Personal Information for:
  - (a) internal auditing of Oracle Processor-related activities;
  - (b) activities related to compliance with applicable law or regulation (e.g., data processing law);
  - (c) use of de-identified, aggregate data to facilitate continuity, sustainability, service analysis and improvement of Oracle products and services.

*Description of  
Processing*

**4.2** Depending on the relevant Services, Oracle may Process some or all of the following categories of Personal Information:

- (i) personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords;



- (ii) 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;
- (iii) 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;
- (iv) financial details; goods and services provided;
- (v) unique IDs collected from mobile devices, network carriers or data providers, IP addresses, and online behavior and interest data.

Oracle may Process Personal Information related to some or all of the following categories of Customer Individuals:

- (i) Customer representatives
- (ii) Customer end users
- (iii) Customer employees
- (iv) Customer job applicants
- (v) Customer contractors or partners
- (vi) Customer end-customers and consumers

## Article 5 – Security Requirements

### *Data security*

- 5.1** Oracle has implemented and will maintain appropriate technical, physical and organizational measures. These measures take into account the nature, scope and purposes of Processing as specified in this Processor Code and are designed to protect Personal Information from misuse or accidental, unlawful or unauthorized destruction, loss, alteration, disclosure, acquisition or access during the Processing. Oracle shall in any event implement and maintain the Corporate Security Practices specified in Annex 2 of this Processor Code, which may be revised by Oracle, provided that such changes do not in any material manner diminish the level of security provided for under this Processor Code.



- Data access and confidentiality*     **5.2**     Oracle shall provide Oracle Staff access to Personal Information only to the extent necessary to perform the Processing. Oracle shall impose confidentiality obligations on Staff that has access to Personal Information.
- Reporting of unauthorized access Processing*     **5.3**     Where Oracle Global Information Security becomes aware and determines that Personal Information has been subject to unauthorized Processing (including by an Oracle employee) that compromises the confidentiality, integrity or availability of such Personal Information ("**Personal Information Breach**"), Oracle will report such Personal Information Breach without undue delay to the Customer to the extent permitted by applicable law. Additional details regarding the reporting process and details regarding the Personal Information Breach are specified in the Services Contract.

## **Article 6 – Transparency to Customer Individuals**

- Other Requests of Customer Individuals*     **6.1**     Oracle shall promptly notify the Customer of requests or complaints that are received directly from a Customer Individual without responding to such requests or complaints. If Oracle receives such a request or complaint from a Customer Individual, Oracle will refer the Customer Individual to the Customer to address the request or complaint.

## **Article 7 – Third Party Sub-processors**

- Third Party Sub-processing Contracts*     **7.1**     Third Party Sub-processors may Process Personal Information only if the Third Party Sub-processor has a binding contract with Oracle. The contract shall impose the same level of data protection and security-related Processing terms on the Third Party Sub-processor as those imposed on the Oracle Contracting Entity by the Services Contract and this Processor Code.
- Publication of Lists of Third Party Sub-processors*     **7.2**     Oracle shall publish and maintain on the appropriate Oracle website or online support portal lists of the Third Party Sub-processors involved in the performance of the relevant Services. This overview shall be regularly updated to reflect changes.



*Notification new  
Third Party Sub-  
processors and  
right to object*

**7.3** Oracle shall provide the option to Customers to be notified of any intended changes to the lists of Third Party Sub-processors engaged by Oracle for the delivery of the Services. Within fourteen calendar days of the Customer receiving such notice, the Customer may object to the involvement of such Third Party Sub-processor in the delivery of the Services, providing objective justifiable grounds related to the ability of such Third Party Sub-processor to protect Personal Information or comply with applicable data protection or security requirements. In the event the objection is not unreasonable, Oracle and the Customer will work together in good faith to find a solution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Sub-processors' compliance or making the Services available without the involvement of such Third Party Sub-processor. To the extent the parties cannot reach a mutually acceptable solution within a reasonable timeframe, the Customer shall have the right to terminate the relevant Services (i) upon serving thirty (30) days prior notice; (ii) without liability to Oracle or the Customer and (iii) without relieving the Customer from its payment obligations under the Services Contract up to the date of termination. If the termination in accordance with this Section 7.3 only pertains to a portion of the Services under a Services Contract, Oracle and Customer will enter into an amendment or replacement contract to reflect such partial termination.

## **Article 8 – Supervision and compliance**

*Global Data Protec-  
tion Officer*

- 8.1** Oracle Corporation has appointed a Global Data Protection Officer who is responsible for:
- (i) developing, reviewing and updating Oracle's privacy policies, procedures, system information and training an awareness programs (as required by Article 9);
  - (ii) supervising and ensuring compliance with this Processor Code;
  - (iii) providing the annual report (as required by Article 10.5) and periodic reports, as appropriate, to Oracle's General Counsel on data protection risks and compliance issues; overseeing the collection, investigation and resolution of privacy inquiries, concerns and complaints;
  - (iv) coordinating official investigations or inquiries into the Processing of Personal Information by a public authority;
  - (v) determining and updating appropriate sanctions for violations of this Processor Code (e.g., disciplinary standards) in co-operation with





other relevant internal functions, such as HR and Legal; and

- (vi) Maintaining a fully updated list of the Group Companies and keep track and records of updates to this Processor Code.

*Privacy Office*

- 8.2** The Global Data Protection Officer has established and heads Oracle's Privacy Office, consisting of a global network of Privacy Professionals sufficient to direct compliance with this Processor Code within their respective regions or countries.

The Privacy Office performs at least the following tasks:

- (i) regularly advising es the global Oracle organization and other relevant internal functions (e.g., Marketing, HR, Development, Sales) on privacy risks and compliance issues;
- (ii) ensuring that the Responsible Line of Business Executives maintain an inventory of the system information for all systems and processes that Process Personal Information (as required by article 9.2);
- (iii) Implementing the privacy compliance framework (as developed by the Privacy Office in accordance with Article 9);
- (iv) making itself available for requests for privacy approvals or advice;
- (v) handling privacy requests and complaints;
- (vi) owning and authorizing all appropriate privacy sub-policies in their regions or countries; and
- (vii) cooperating with the relevant internal functions, including legal, information security, operations and development.

*Responsible Line of  
Business Executive*

- 8.3** The Responsible Line of Business Executive shall perform at least the following tasks:

- (i) ensuring that the policies and procedures are implemented and the system information is maintained (as required by Article 9);
- (ii) maintaining (or ensuring access to) an inventory of the system information for all systems and processes that Process Personal Information and providing such system information to the Privacy Office as required for the Privacy Office to comply with task listed in Article 8.3 sub (ii);
- (iii) ensuring that Personal Information is returned or securely deleted upon termination of the Services Contract (as required by Article 2.2);
- (iv) consulting with the Privacy Office whenever there is a conflict between



the Processor Code and applicable law (as required by Article 13.1);

- (v) informing the Privacy Office of any new legal requirement that the Responsible Line of Business Executive believes to interfere with Oracle's ability to comply with this Processor Code (as required by Article 13.2).

<i>Privacy Professionals with statutory position</i>	<b>8.4</b>	Where a Privacy Professional holds his/her position pursuant to law, he/she shall carry out his/her job responsibilities to the extent they do not conflict with his/her statutory position.
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#### **Article 9 – Policies, procedures and training**

<i>Policies and procedures</i>	<b>9.1</b>	Oracle shall develop and implement policies and procedures to comply with this Processor Code.
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<i>System information</i>	<b>9.2</b>	Oracle shall maintain readily available information regarding the structure and functioning of all systems and processes that Process Personal Information (e.g., inventory of systems and processes, privacy impact assessments). A copy of this information will be provided to the Lead SA or to a Customer SA upon request.
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<i>Staff training</i>	<b>9.3</b>	Oracle shall provide training on the obligations and principles laid down in this Processor Code and other privacy and data security obligations to Staff that has access to, handles, or has responsibilities associated with managing Personal Information.
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#### **Article 10 – Monitoring compliance**

<i>Internal audits</i>	<b>10.1</b>	Oracle's Business Assessment and Audit (BA&A) organization shall audit business processes and procedures that involve the Processing of Personal Information for compliance with this Processor Code, including methods of ensuring that corrective actions will take place. The audits shall be carried out in the course of the regular activities of the BA&A organization or at the request of the Global Data Protection Officer or the General Counsel. The Global Data Protection Officer may request to have an audit as specified in this Article conducted by an accredited external auditor. Applicable
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professional standards of independence, integrity and confidentiality shall be observed when conducting an audit. The Global Data Protection Officer, the General Counsel and the Privacy Office shall be informed of the results of the audits. Any violations of this Processor Code identified in the audit report will be reported to the Responsible Line of Business Executive. A copy of the audit results related to compliance with this Processor Code will be provided to the Lead SA or the Customer SA upon request.

*Customer audit*

**10.2** Oracle shall, at its option, either:

- (i) make the data center facilities or systems it uses for the Processing of Personal Information available for an audit by the Customer or a qualified independent third party auditor selected by the Customer, provided such auditor (a) is reasonably acceptable to Oracle, and (b) has executed a written confidentiality agreement reasonably acceptable to Oracle before conducting the audit. In accordance with the audit provisions of the applicable Services Contract, audits shall be conducted no more than once per year and during regular business hours, and shall be subject to (a) a written request submitted to Oracle at least two weeks in advance of the proposed audit date, (b) a detailed written audit plan reviewed and approved by Oracle and (c) Oracle's on-site health and safety or other relevant security policies. Upon completion of the audit, the Customer shall provide Oracle with a copy of the audit report, which shall be treated as confidential information pursuant to the terms of the Services Contract.
- (ii) provide to the Customer a statement issued by a qualified independent third party assessor certifying that the Oracle business processes and procedures that involve the Processing of Personal Information comply with the principles laid down in this Processor Code.

*SA audit*

**10.3** Subject to Article 10.4, the Lead SA may request an audit of the facilities used by Oracle for the Processing of Personal Information for compliance with this Processor Code. In addition, a SA that has the right to audit a Customer (a "**Customer SA**") will be authorized to audit the relevant data transfer for compliance with this Processor Code, subject to the same conditions (regarding the existence of the right to audit, scope, subject and other requirements) as would apply to an audit by that SA of the Customer itself under the Applicable Controller Law.

*SA audit  
procedure*

**10.4** If a SA requests an audit based on Article 10.3, the following procedure will be followed:



- (i) Information sharing: the Customer (or Oracle if the audit is requested by the Lead SA) will attempt to resolve the request using alternative methods of providing information to the SA including Oracle or third party audit or security reports, discussion with Oracle subject matter experts, and review of security, privacy, and operational controls in place. The Customer will have access to its Personal Information in accordance with the Services Contract and may delegate such access to representatives of the SA.
- (ii) Examinations: If the SA determines that the information available through these mechanisms is insufficient to address the SA's stated objectives, and upon the Customer's written confirmation that the SA has supervisory authority over the Customer to make such a request, Oracle will provide the SA with the opportunity to communicate with Oracle's auditor at the Customer's expense and if required, a direct right to examine Oracle's data processing facilities used to process the Personal Information on giving reasonable prior notice and during business hours, subject to Oracle's confidentiality policies designed to protect Oracle and other Oracle customer assets.
- (iii) Scope: The SA can only access Personal Information belonging to the Customer. The Customer will be liable for Oracle's reasonable additional costs associated with such examination. For clarity, Oracle and its Customers are committed to working together in good faith to resolve a SA request through discussion and interaction among the Customer, Oracle, and the SA.

*Annual Report*      **10.5** The Global Data Protection Officer shall produce an annual Personal Information protection report for the General Counsel on Oracle's compliance with this Processor Code and other relevant issues.

*Mitigation*      **10.6** Oracle shall, if so indicated, ensure that adequate steps are taken to address breaches of this Processor Code identified during the monitoring or auditing of compliance pursuant to this Article 10.

## Article 11 – Legal issues

*Rights of Customer Individuals*      **11.1** If Oracle violates the Processor Code with respect to Personal Information of a Customer's Individual (**Affected Individual**) and the Affected Individual has a claim against the Customer under Applicable Controller Law with re-



spect to such violation but is unable to enforce the claim against the Customer because: (i) the Customer has factually disappeared or ceased to exist in law or has become insolvent; and (ii) no successor entity has assumed the legal obligations of the Customer by contract or by operation of law (in which case the Affected Individual should enforce its rights against such successor entity), the Affected Individual can enforce as third party beneficiary against the Oracle Contracting Entity any claim as a result of Oracle's breach of Articles 1.5, 2.1, 2.2, 3, 5, 6.1, 7.1, 7.3, 10.2, 10.3, 11.1, 11.2, 11.3, 11.4, 11.7, 11.8 and 13.3.<sup>1</sup>

To the extent the Affected Individual may enforce any such rights against the Oracle Contracting Entity, the Oracle Contracting Entity may not rely on a breach by a Subprocessor of its obligations to avoid liability except to the extent any defense of Subprocessor would also constitute a defense of Oracle. Oracle may, however, assert any defenses or rights that would have been available to the Customer. Oracle also may assert any defenses that Oracle could have asserted against the Customer (such as contributory negligence) in defending against the Affected Individual's claim.

*Complaints Procedure*

**11.2** Affected Individuals may file a written (including by email) complaint in respect of any claim they have under Article 11.1 with the Privacy Office. Affected Individuals may also file a complaint or claim with the SAs or the courts in accordance with Article 11.3.

The Privacy Office shall be responsible for handling such complaints. Each complaint will be assigned to an appropriate Staff member (either within the Privacy Office or within the applicable business unit or functional area). The appropriate Staff member will:

- (i) Promptly acknowledge receipt of the complaint;
- (ii) Analyse the complaint and, if needed, initiate an investigation;
- (iii) If the complaint is well-founded, advise the applicable Privacy Professional so that a remediation plan can be developed and executed; and
- (iv) Maintain records of all complaints received, responses given, and remedial actions taken by Oracle.

Oracle will use reasonable efforts to resolve complaints without undue delay, so that a response is given to the Affected Individual within one calendar month of receipt of the complaint. The response will be in writing and will be sent to the Affected Individual via the means that the Affected

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<sup>1</sup> Substantially revised due to WP257



Individual originally used to contact Oracle (e.g., via mail or email). The response will outline the steps that Oracle has taken to investigate the complaint and will indicate Oracle's decision regarding what steps (if any) it will take in response to the complaint.

In the event that Oracle cannot reasonably complete its investigation and response within one calendar month, it shall inform the Affected Individual within one calendar month of receipt of the complaint that the investigation is ongoing and that a response will be provided within the next two calendar months starting at the end of the first calendar month.

If Oracle's response to the complaint is unsatisfactory to the Affected Individual (e.g., the request is denied without providing an adequate justification) or Oracle does not observe the conditions of the complaints procedure set out in this Article 11.2, the Affected Individual can file a complaint or claim with the authorities or the courts in accordance with Article 11.3.

*Jurisdiction for  
Claims of Customer  
Individuals*

**11.3** The Affected Individual may, at his/her choice, submit any claim under Article 11.1 to against the Oracle Contracting Entity:

- (i) the Lead SA or the competent courts in Ireland, against Oracle EMEA; or
- (ii) the SA in the country of his/her habitual residence, place of work or place where the infringement took place against the Oracle Contracting Entity; or
- (iii) the courts in the country of his/her habitual residence, or the country of origin of the data transfer under this Processor Code, against the Oracle Contracting Entity.

The courts and SAs shall apply their own substantive and procedural laws to the dispute. Any choice made by the Affected Individual will not prejudice the substantive or procedural rights he or she may have under applicable law.

*Available remedies,  
limitation of dam-  
ages, burden of  
proof re. damages  
for Customer Indi-  
viduals*

**11.4** In case an Affected Individual has a claim under Article 11.1, such Affected Individuals shall be entitled to compensation of actual direct damages. However, the Oracle Contracting Entity or Oracle EMEA shall be liable only for actual direct damages (which exclude, without limitation, any indirect, incidental, special, punitive or consequential damages or any lost profits or revenue, lost turnover, cost of capital, downtime cost, and loss of data) suffered by an Affected Individual resulting from a violation of this Processor Code.

Regarding the burden of proof in respect of such damages, it will be for the



Affected Individual to demonstrate that he/she has suffered actual direct damages and to establish facts which show that the damage has occurred because of a violation of this Processor Code. It will subsequently be for the Oracle Contracting Entity or Oracle EMEA to prove that the damages suffered by the Affected Individual due to a violation of this Processor Code are not attributable to a Group Company or a Subprocessor or to assert other applicable defenses.

*Rights of Customers*

**11.5** The Customer may enforce this Processor Code against the Oracle Contracting Entity or, if the Oracle Contracting Entity is not established in an EEA Country, against Oracle EMEA. Oracle EMEA shall ensure that adequate steps are taken to address violations of this Processor Code by the Oracle Contracting Entity or any other Group Company.

The Oracle Contracting Entity or Oracle EMEA may not rely on a breach by another Group Company or a Subprocessor of its obligations to avoid liability.

*Available remedies, limitation of damages, burden of proof re. damages for Customers*

**11.6** In case of a violation of this Processor Code, Customers shall be entitled to compensation of damages consistent with the Services Contract.

*Mutual assistance Group Companies and redress*

**11.7** All Group Companies shall cooperate and assist each other to the extent reasonably possible to achieve compliance with this Processor Code, including an audit or inquiry by the Customer or a SA competent for Customer.

The Oracle Group Company receiving a request for information pursuant to Article 6.1 or a claim pursuant to Article 11.1, is responsible for promptly informing the Privacy Office thereof and handling any communication with the Customer Individual regarding his request or claim as instructed by the Privacy Office.

The Oracle Group Company that is responsible for the Processing to which the request or claim relates, shall bear all costs involved and reimburse any costs made by other Oracle Group Companies in respect thereof upon request.

*Advice by Lead SA, decisions other*

**11.8** Oracle shall abide by the advice of the Lead SA issued on interpretation and application of this Processor Code. Oracle shall abide by a binding decision





*Data Protection Authorities*

of the SA competent for the Customer as instructed by Customer in accordance with Articles 3.2 and 3.3.

## **Article 12 – Sanctions for non-compliance**

*Non-compliance*

- 12.1** Non-compliance of Oracle employees with this Processor Code may result in disciplinary action in accordance with Oracle policies and local law, up to and including termination of employment.

## **Article 13 – Conflicts between this Processor Code and Applicable Processor Law**

*Conflict between Processor Code and law*

- 13.1** Where there is a conflict between Applicable Processor Law and this Processor Code, the relevant Responsible Line of Business Executive shall consult with the Privacy Office to determine how to comply with this Processor Code and resolve the conflict to the extent reasonably practicable given the legal requirements applicable to the relevant Group Company.

*New conflicting legal requirements*

- 13.2** The relevant Responsible Line of Business Executive, in consultation with the legal department, shall promptly inform the Privacy Office of any new legal requirement that may interfere with Oracle's ability to comply with this Processor Code.

*Reporting to Lead SA and Customer SA*

- 13.3** If Oracle becomes aware that Applicable Processor Law or any change in Applicable Processor Law is likely to have a substantial adverse effect on Oracle's ability to meet its obligations under 3.1, 3.2 or 10.3, Oracle will report this to the Lead SA and the Customer SA.

## **Article 14 – Changes to this Processor Code**

*Approval for Changes*

- 14.1** Any changes to this Processor Code require the prior approval of the General Counsel and shall thereafter be communicated to the Group Companies.

*Effective Date Of Changes*

- 14.2** Any amendment shall enter into force after it has been approved and made available to Customers on the Oracle Internet site ([www.oracle.com](http://www.oracle.com)).

*Prior Versions*

- 14.3** Any request or claim of a Customer Individual involving this Processor Code shall be judged against the version of this Processor Code that is in force at the time the request, complaint or claim is made.



- Notification to Lead SA and Customers* **14.4** The Global Data Protection Officer shall be responsible for informing the Lead SA of material changes to this Processor Code, if any, on a yearly basis, including a brief explanation of the reasons justifying the update. Where a change to this Processor Code has a significant impact on the Processing conditions of Personal Information, Oracle will promptly inform the Lead SA thereof including a brief explanation for such change as well as provide notice of such change to the Customer. Within 30 days of receiving such notice, the Customer may object to such change by providing written notice to Oracle. In the event that the parties cannot reach a mutually acceptable solution, Oracle shall put in place an alternative data transfer solution. In the event no alternative data transfer solution can be put in place, the Customer will have the right to suspend the relevant transfer of Personal Information to Oracle. In the event a suspension of the relevant data transfers is not possible, Oracle shall enable the Customer to terminate the relevant Customer Services in accordance with the terms of the Services Contract.

#### Article 15 – Transition Periods

- Transition Period for New Group Companies* **15.1** Except as otherwise indicated, any entity that becomes a Group Company after the Effective Date shall comply with this Processor Code upon becoming a Group Company.
- Transition Period for Divested Entities* **15.2** A Divested Entity will remain covered by this Processor Code after its divestment for such period as is required by Oracle to disentangle the Processing of Personal Information relating to such Divested Entity.
- Transition Period for IT Systems* **15.3** Where implementation of this Processor Code requires updates or changes to information technology systems (including replacement of systems), the transition period shall be up to two years from the Effective Date or from the date an entity becomes a Group Company, or any longer period as is reasonably necessary to complete the update, change or replacement process.
- Transition Period for Existing Agreements* **15.4** Where there are existing agreements with Third Parties that are affected by this Processor Code, the provisions of the agreements will prevail until the agreements are renewed in the normal course of business.



## ANNEX 1: Definitions

<i>Affected Individual</i>	AFFECTED INDIVIDUAL shall mean the individual referred to in Article 11.1
<i>Applicable Controller Law</i>	APPLICABLE CONTROLLER LAW shall mean the Data Protection Laws of the EEA Countries that are applicable to the Customer as the Controller of Personal Information.
<i>Applicable Processor Law</i>	APPLICABLE PROCESSOR LAW shall mean the Data Protection Laws that are applicable to Oracle as the Processor of Personal Information.
<i>Global Data Protection Officer</i>	GLOBAL DATA PROTECTION OFFICER shall mean the officer referred to in Article 8.1
<i>Controller</i>	CONTROLLER shall mean the entity or natural person which alone or jointly with others determines the purposes and means of the Processing of Personal Information.
<i>Customer</i>	CUSTOMER shall mean the customer who has entered into a contract with Oracle for the delivery of Oracle Services.
<i>Customer SA</i>	CUSTOMER SA shall have the meaning set forth in Article 10.3.
<i>Customer Individual</i>	CUSTOMER INDIVIDUAL shall mean any individual whose Personal Information is Processed by Oracle in its role as a Processor in the course of delivering Oracle Services to a Customer.
<i>Customer Personal Information</i>	CUSTOMER PERSONAL INFORMATION shall mean Personal Information of a Customer Individual.
<i>Data Protection Law</i>	DATA PROTECTION LAW shall mean the laws of a country containing rules for the protection of individuals with regard to the Processing of Personal Information including security requirements for and the free movement of such Personal Information.



<i>Divested Entity</i>	DIVESTED ENTITY shall mean the divestment by Oracle of a Group Company or business by means of: <ul style="list-style-type: none"><li>(i) a sale of shares as a result whereof the Group Company so divested no longer qualifies as a Group Company and/or</li><li>(ii) a demerger, sale of assets, or any other manner or form.</li></ul>
<i>EEA Countries</i>	EEA COUNTRIES (European Economic Area Countries) shall mean all Member States of the European Union, Norway, and for purposes of this Processor Code, Switzerland and the UK post-Brexit.
<i>EEA Data Protection Law</i>	EEA DATA PROTECTION LAW shall mean the data protection laws of the EEA Countries, Switzerland, and (post-Brexit) the United Kingdom.
<i>EEA Data Transfer Restriction</i>	EEA DATA TRANSFER RESTRICTION shall mean any restriction under EEA Data Protection Law regarding outbound transfers of Personal Information.
<i>Effective Date</i>	EFFECTIVE DATE shall mean the date on which this Processor Code becomes effective as set forth in Article 1.6.
<i>Employee</i>	EMPLOYEE shall mean an employee of Oracle.
<i>General Counsel</i>	GENERAL COUNSEL shall mean the General Counsel of Oracle Corporation.
<i>Group Company</i>	GROUP COMPANY shall mean Oracle Corporation and any company or legal entity of which Oracle Corporation, directly or indirectly owns more than 50% of the issued share capital.
<i>Lead SASA</i>	LEAD SASA shall mean the supervisory authority of Ireland.



<i>Mandatory Requirements</i>	MANDATORY REQUIREMENTS shall mean mandatory requirements of Applicable Processor Law which do not go beyond what is necessary in a democratic society i.e. which constitute a necessary measure to safeguard national security defense, public security, the prevention, investigation, detection and prosecution of criminal offences or of breaches of ethics for the regulated professions, an important economic or financial interest of the state or the protection of a Customer Individual or the rights and freedoms of others.
<i>Oracle</i>	ORACLE shall mean Oracle Corporation and its Group Companies.
<i>Oracle Contracting Entity</i>	ORACLE CONTRACTING ENTITY shall mean the Oracle Group Company that has entered into a Services Contract for the provision of Services.
<i>Oracle Corporation</i>	ORACLE CORPORATION shall mean Oracle Corporation, incorporated in the State of Delaware, and having its its principle place of business in the State of California, United States.
<i>Oracle EMEA</i>	ORACLE EMEA shall mean Oracle EMEA Limited, having its registered seat in Dublin, Ireland.
<i>Oracle Sub-processor</i>	ORACLE SUB-PROCESSOR shall mean any Group Company engaged by Oracle as a Sub-processor.
<i>Personal Information</i>	PERSONAL INFORMATION shall mean any information relating to an identified or identifiable individual.
<i>Privacy Professional</i>	PRIVACY PROFESSIONAL shall mean the privacy professionals appointed by the Global Data Protection Officer pursuant to Article 8.3.
<i>Processing</i>	PROCESSING shall mean any operation that is performed on Personal Information, whether or not by automatic means, such as collection, recording, storage, organization, alteration, use, disclosure (including the granting of remote access), transmission or deletion of Personal Information.
<i>Processor</i>	PROCESSOR shall mean the entity or natural person which Processes Personal Information on behalf of a Third Party Controller.



<i>Processor Code</i>	PROCESSOR CODE shall mean this f for Processing Personal Information of Customer Individuals.
<i>SA</i>	SA shall mean any supervisory authority of one of the EEA Countries.
<i>Responsible Line of Business Executive</i>	RESPONSIBLE LINE OF BUSINESS EXECUTIVE shall mean the lowest-level Oracle line of business executive or the non-executive general manager of an Oracle ORU (Organizational Reporting Unit) who has primary budgetary ownership of the relevant Processing.
<i>Services</i>	SERVICES shall mean the services listed in Article 4.1 as contracted by the Customer under the Services Contract.
<i>Services Contract</i>	SERVICES CONTRACT shall mean the contract for delivery of Services entered into between an Oracle Group Company and the Customer pursuant to Article 2.1.
<i>Staff</i>	STAFF shall mean all Employees and other persons who Process Personal Information as part of their respective duties or responsibilities, either using Oracle information technology systems or working primarily from Oracle premises.
<i>Sub-processor</i>	SUB-PROCESSOR shall mean any Processor engaged to Process Personal Information as a sub-processor.
<i>Third Party</i>	THIRD PARTY shall mean any person or entity (e.g., an organization or government authority) outside Oracle or a Customer.
<i>Third Party Sub-processor</i>	THIRD PARTY SUB-PROCESSOR shall mean any Third Party engaged by Oracle as a Sub-processor.
<i>Third Party Sub-processor Contract</i>	THIRD PARTY SUB-PROCESSING CONTRACT shall mean the validly entered into written or electronic agreement between Oracle and the Third party Sub-processor pursuant to Article 7.2.
<i>Interpretations</i>	INTERPRETATION OF THIS PROCESSOR CODE:



- (i) Unless the context requires otherwise, all references to a particular Article or Annex are references to that Article or Annex in or to this document, as they may be amended from time to time;
- (ii) headings are included for convenience only and are not to be used in construing any provision of this Processor Code;
- (iii) if a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (iv) the male form shall include the female form;
- (v) the words "include", "includes" and "including" and any words following them shall be construed without limitation to the generality of any preceding words or concepts and vice versa;
- (vi) a reference to a document (including, without limitation, a reference to this Processor Code) is to the document as amended, varied, supplemented or replaced, except to the extent prohibited by this Processor Code or that other document, and
- (vii) a reference to law includes any regulatory requirement, sectorial recommendation, and best practice issued by relevant national and international supervisory authorities or other bodies.





## ANNEX 2: Oracle Corporate Security Practices

### Introduction

The Oracle Corporate Security Practices ("Security Practices") describe the security practices implemented pursuant to Oracle's Corporate security program, and adhered to by Oracle for its operational and services infrastructure under its control, including Oracle's corporate network and systems. As used in this document, "customer data" means any data stored in a customer's computer system (data accessed by or provided to Oracle while performing services for a customer) or customer's Oracle Cloud instance. Third parties engaged by Oracle and that are also provided access to customer data by Oracle ("subprocessors"), will be contractually committed to materially equivalent security practices.

These practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in this document during the performance of services under an order.

### 1. Scope

#### 1.1 Overview

The Security Practices are designed to protect the confidentiality, integrity, and availability of both customer and Oracle data. Oracle continually works to strengthen and improve the security controls and practices for Oracle internal operations and services offered to customers.

As noted above, this document describes the security practices adhered to by Oracle for its operation and services infrastructure. Companies that Oracle acquires are required to align with these Security Practices as part of the integration process.

Oracle's Cloud, Support, Consulting, and Advanced Customer Support Services lines of business have also developed more detailed statements of security practices that apply to many of their service offerings, which are available for review and also incorporated into the applicable order for services. More details on these practices can be found here:

- [Cloud Hosting & Delivery Policies \(Appendix 1 to the Oracle Product Terms\)](#)

### 2. Oracle Information Security

#### 2.1 Overview

Oracle's security policies cover the management of security for both Oracle's internal operations and the services Oracle provides to its customers, and apply to all Oracle Employees, contingent workers, and sub-processors. They are generally aligned with the ISO/IEC 27002:2013 and 27001:2013 standards, and govern all areas of security within Oracle.

Oracle takes a holistic approach to information security, implementing a multilayered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance, and oversight.

#### 2.2 Privacy

The *Oracle Privacy Policy* describes how Oracle collects and uses personal information collected from the Oracle websites that link or refer to the policy as well as from offline sales and marketing activities. It also describes how users can control that collection and use. This policy is available at <https://www.oracle.com/legal/privacy/privacy-policy.html>.



The *Oracle Services Privacy Policy* describes Oracle's treatment of data that resides on Oracle, customer or third-party systems (including personal information or "PI") to which Oracle may be provided access in connection with the provision of services. This policy is available at <https://www.oracle.com/legal/privacy/services-privacy-policy.html>.

The *Oracle Marketing Cloud and Oracle Data Cloud Privacy Policy* describes how Oracle Marketing Cloud and Oracle Data Cloud services facilitate the collection and use of information by our customers in connection with interest-based advertising, and is designed to provide tools to help understand and control the collection and use of that information. This policy is available at <https://www.oracle.com/legal/privacy/marketing-cloud-data-cloud-privacy-policy.html>.

## 2.3 Enforcement

Oracle requires the reporting of and response to information security incidents in a timely and efficient manner. Oracle also maintains a detailed Incident Response Plan to provide specific guidance for personnel involved in or supporting incident response.

Oracle's Global Information Security (GIS) organization conducts security reviews, assessments, and audits periodically to confirm compliance with the Oracle information security policies, procedures, and practices.

Where non-compliance is found, GIS works with the relevant Lines of Business to resolve those issues in a timely manner. GIS reserves the right to intervene as deemed necessary and to isolate environments in non-compliance that put infrastructure or other environments at serious risk.

Oracle employees who fail to comply with Oracle information security policies, procedures, and practices may be subject to disciplinary action, up to and including termination.

## 3. Organizational Security

Oracle's overarching Organizational Security is described in the Oracle Security Organization Policy and the Oracle Information Security Policy. The Chief Corporate Architect, who reports directly to the CTO, manages the functional departments directly responsible for identifying and implementing security controls at Oracle. The Global Information Security, Global Product Security, Global Physical Security, and Oracle Security Architecture organizations comprise Oracle Corporate Security, which provides independent security policy, guidance and compliance oversight to Oracle worldwide.

### 3.1 Oracle Security Oversight Committee

The Oracle Security Oversight Committee (OSOC) oversees the implementation of Oracle-wide security programs, including security policies and data privacy standards. The OSOC is chaired by Oracle's CEO, General Counsel, and Chief Corporate Architect.

### 3.2 Global Security Organizations

#### 3.2.1 Global Information Security

Global Information Security (GIS) is responsible for security oversight and assurance, policy compliance and enforcement, leading the development of information security policy and strategy, as well as training and awareness at the Corporate level. GIS serves as the primary contact for security incident response, providing overall direction for incident prevention, identification, investigation, and resolution.



### 3.2.2 Global Product Security

Global Product Security (GPS) acts as a central resource to help Oracle development teams improve the security of Oracle products. GPS' primary mission is to promote the use of the Oracle Software Security Assurance ([OSSA](#)) standards throughout Oracle. Responsibilities include assisting in improving the security of Oracle products in their development phase, performing security assessments of Oracle products using a variety of techniques, and evaluating potential product security vulnerabilities.

### 3.2.3 Global Physical Security

Global Physical Security is responsible for defining, developing, implementing, and managing all aspects of physical security for the protection of our employees, business enterprise and assets. More information on applicable physical security controls are described in section 6.

### 3.2.4 Corporate Security Architecture

Corporate Security Architecture (CSA) is responsible for setting Information Security Architecture strategy and direction in support of long-term Corporate objectives and verifying alignment of IT initiatives with Corporate Security Architecture strategy and direction. In addition, CSA identifies and guides IT security infrastructure improvements and reviews security-related technical aspects of IT projects and acts as technical advisor on Corporate Security matters.

## 3.3 Oracle Information Technology Organizations

Oracle Information Technology (IT) and Cloud DevOps organizations are responsible for IT security strategy, architectural design of security solutions, engineering, risk management, security infrastructure operations and support, standards and compliance, threat intelligence and remediation, and security technical assessment for new infrastructure.

## 3.4 Confidentiality Agreements

All Oracle employees and subprocessors who may have access to customer data are subject to a written confidentiality agreement. Prior to performing services for Oracle and prior to accessing any Oracle system or resource, service providers are required to sign a Services Provider Agreement, a Network Access Agreement, and a work order defining the services to be provided.

Oracle is obligated to protect the confidentiality of customer data in accordance with the terms of the Ordering Document, Exhibit, and Statement of Work.

## 3.5 Independent Review of Information Security

Global Information Security, in conjunction with Oracle Internal Audit, oversees compliance of the security controls, processes, and procedures for Oracle services.

# 4. Asset Classification and Control

## 4.1 Responsibility, Inventory, and Ownership of Assets

Overarching controls related to assets are addressed by the *Oracle Information Protection Policy*, the *Oracle Desktop and Laptop Security Policy*, the *Oracle Information Systems Inventory Policy*, and the *Oracle Acceptable Use Policy for Company Resources*. All information assets have an owner who is responsible for the protection and inventory of assets based on the sensitivity and value of information. If



ownership has not been assigned, it will default to the administrators of the application or system. This includes maintenance of operations guides and other documentation describing the environments.

#### 4.2 Asset Classification and Control

Oracle provides guidelines for all Oracle personnel regarding information classification schemes and minimum handling requirements associated with those classifications in order to provide protection for Oracle and customer information assets. Oracle has defined three classes of confidential information – Internal, Restricted, and Highly Restricted – with each classification requiring corresponding levels of security controls (e.g., encryption requirements for data classified as Restricted or Highly Restricted). Customer data is classified as among Oracle's top two categories of confidential information, which have associated limits on access, distribution and handling. Oracle keeps the information confidential in accordance with the terms of customer's order.

### 5. Human Resources Security

Oracle places a strong emphasis on personnel security. Measures taken to minimize risks associated with human error, theft, fraud, and misuse of facilities include personnel screening, confidentiality agreements, security awareness education and training, and enforcement of disciplinary actions.

The *Oracle Code of Ethics and Business Conduct* sets forth Oracle's high standards for ethical business conduct at every level of the organization, and at every location where Oracle does business throughout the world. The standard applies to Oracle employees, contractors, and temporary employees. It covers the areas of legal and regulatory compliance and business conduct and relationships. Compliance-tracked training in ethics and business conduct and sensitive information handling is required every two years. The Code of Ethics and Business Conduct is available at the following URL: <http://www.oracle.com/us/corporate/investor-relations/cebc-176732.pdf>.

#### 5.1 Employee Screening

Oracle currently uses an external screening agency to perform pre-employment background investigations for newly hired U.S. personnel. Personnel screening in other countries varies according to local laws, employment regulations and Oracle policy.

#### 5.2 Security Awareness Education and Training

Oracle promotes security awareness and educates employees through regular newsletters, ad hoc security awareness campaigns, and security related Corporate send mails.

Each employee is required to complete information protection awareness training. The course instructs employees on their obligations under the various Oracle privacy and security policies (such as the *Information Protection Policy*, *Acceptable Use Policy for Company Resources* and the *Services Privacy Policy*). The course also covers data privacy principles and data handling practices that may apply to employees' jobs at Oracle and are required by company policy, including those related to use, access, integrity, sharing, retention, security and disposal of data.

Oracle performs periodic compliance reviews to determine if employees have completed the online awareness-training course. If Oracle determines that an employee has not completed the required course, the employee will be promptly notified and instructed to complete the required training, and may be subject to disciplinary action.



Oracle promotes awareness of, and educates employees about, issues relating to security. Oracle currently prepares and distributes to its employees quarterly newsletters, ad hoc notices and other written material on security. Oracle also may update existing training courses, and develop new courses from time to time, which employees will be directed to complete.

### 5.3 Enforcement

Security reviews, assessments, and audits are conducted periodically to confirm compliance with Oracle information security policies, procedures, and practices. Employees who fail to comply with Oracle information security policies, procedures and guidelines may be subject to disciplinary action, up to and including termination.

## 6. Physical Security

Overarching controls related to physical security are described in the *Oracle Identification and Access Badge Policy*. Oracle Global Physical Security utilize a security risk-based defense in depth or layered methodology designed to balance prevention, detection, protection and response.

Oracle maintains the following physical security standards designed to prohibit unauthorized physical access at all Oracle facilities from which customer data may be handled ("Service Locations"):

- Service Locations have physical access limited to Oracle employees, subcontractors, and authorized visitors.
- Oracle employees, subcontractors, and authorized visitors are issued identification cards that must be worn while on the premises.
- Visitors to Service Locations are required to sign a visitor's register, be escorted and/or observed when they are on the premises, and/or be bound by the terms of a confidentiality agreement.
- Security monitors the possession of keys/access cards and the ability to access the Service Locations. Staff leaving Oracle employment must return keys/cards.

After-hours access to Service Locations is monitored and controlled by Security.

Oracle Physical Security authorizes all repairs and modifications to the security barriers and entry controls at Service Locations owned by Oracle.

## 7. Communications and Operations Management

Oracle aligns with the IT service management process areas as outlined in the ITIL Infrastructure Library and uses this framework as a guide for operational delivery. Oracle's internal documentation specifies current operational processes and procedures for employees' performance of technical functions.

### 7.1 Segregation of Duties

Roles within operations are well defined, allowing for segregation of duties. Segregation of duties is achieved by organizing operations into functional groups, where each function is performed by separate groups of employees. Examples of the functional groups include database administrators, System Administrators, and network engineers.

### 7.2 Protection Against Malicious Code

*Oracle's Desktop and Laptop Security Policy* requires that all computers connected to Oracle's intranet have anti-virus, firewall and desktop asset management software installed, that all computers that hold



Oracle data running a Windows operating system must have Microsoft security updates enabled, and that Oracle personnel install the approved full disk encryption software on their laptops, unless an approved exception has been authorized for appropriate business purposes.

Oracle's Global IT (GIT) organization keeps anti-virus products up-to-date with virus definitions and security updates. GIT is responsible for notifying internal Oracle system users of any credible virus threats and when security updates are available and Oracle employees are required to comply with instructions received through e-mail from the GIT organization. Oracle has also licensed and installed third-party anti-virus and anti-spam products to scan all emails and attachments (inbound and outbound).

### 7.3 Network Security Management

Overarching policies related to network infrastructure are described in the *Oracle Network Security Policy* and *Oracle Server Security Policy*. Oracle employs intrusion prevention and detection systems within the Oracle corporate networks to provide surveillance for intercepting and responding to security events as they are identified. Events are analysed using signature and anomaly detection and Oracle updates the signature database frequently. Alerts are forwarded to Oracle's IT security for review and response to potential threats. Oracle uses router rules, access control and security lists and segmentation on the Oracle network. Oracle's Global IT and Cloud DevOps departments manage and monitor routers and firewall logs and network devices are safeguarded via centralized authentication with audited usage.

### 7.4 Monitoring and Protection of Audit Log Information

The following sections describe controls utilized by Oracle to monitor and protect audit log information as detailed in the overarching Oracle Logging and Log Analysis Policy.

#### Logging

Oracle logs certain security-related activities on operating systems, applications, databases, and network devices. Systems are configured to log access to Oracle programs, as well as system alerts, console messages, and system errors. Oracle implements controls to protect against operational issues, including log file media becoming exhausted, failing to record events, and/or logs being overwritten.

#### Log Review

Oracle reviews logs for forensic purposes and incidents, and identified anomalous activities feed into the security incident management process.

#### Log Security

Access to logs is provided on the basis of need to know and least privilege. Where feasible, log files are protected by cryptographic hash sum, and are monitored. Logs on intranet-accessible systems are relocated daily to systems that are not intranet-accessible.

## 8. Access Control

Overarching policies for access are described in the *Oracle Logical Access Controls Policy*. Access control refers to the policies, procedures, and tools that govern the access to and use of resources. Examples of resources include a physical server, a file, a directory, a service running on an operating system, a table in a database, or a network protocol.





Oracle uses the principle of "Least privilege" in which user permissions and system functionality are carefully evaluated and access is restricted to the resources required for users or systems to perform their duties.

Oracle uses the principle of "Default deny" that implicitly denies the transmission of all traffic, and then specifically allows only required traffic based on protocol, port, source, and destination.

In the event of employee terminations, deaths or resignations, Oracle will take actions to terminate network, telephony and physical access for such former employees. Oracle Corporate Security will periodically review accounts of terminated employees to verify that access has been terminated and that stale accounts are removed from the Oracle network.

## 8.1 Access Control

The *Oracle Logical Access Control Policy* is applicable to access control decisions for all Oracle employees and any information processing facility for which Oracle has administrative authority. The policy does not apply to publicly accessible internet-facing Oracle systems or customer's end users.

## 8.2 User Access

### Management User Registration

Access privileges are granted based on job role and require management approval.

### Privilege Management

Authorization is dependent on authentication, since controlling access to specific resources depends upon establishing an entity or individual's identity. All Oracle authorization decisions for granting, approval, and review of access are based on the following principles:

- o "Need to know" - Only provide access when required for job function or role;
- o "Segregation of duties" - Avoid a conflict of interest in the access that is provided;
- o "Least privilege" - Restricted access to only those resources and information required for a legitimate business purpose.

### User Password Management

As described in the *Oracle Password Policy*, Oracle enforces strong password policies for Oracle network, operating system, and database accounts in an effort to reduce the chances of intruders gaining access to systems or environments through exploitation of User accounts and their associated passwords.

### Review of Access Rights

Network and operating system accounts are reviewed regularly with regard to the appropriate employee access levels. In the event of employee terminations, deaths, or resignations, Oracle takes appropriate actions to terminate network, telephony, and physical access for such former employees.

### Password Use

The use of passwords is addressed in the *Oracle Password Policy*. Oracle employees are obligated to follow rules for password length and complexity, and keep their passwords confidential and secure at all times. Passwords may not be disclosed to any unauthorized person. Under certain circumstances, passwords may be communicated between authorized Oracle employees for the purpose of providing support services.





### 8.3 Network Access Controls

Network controls implemented for Oracle address the protection and control of customer data during its transmission from one end system to another. The *Oracle Use of Network Services Policy* states that computers, servers, and other data devices connected to the Oracle network must comply with Global IT (GIT) and GIS standards for security, configuration, and access method, in accordance with *Oracle's Acceptable Use Policy for Company Resources*.

## 9. Information Systems Acquisition, Development, and Maintenance

### 9.1 Access Control to Program Source Code

Access to Oracle source code is provided on a strict "Need to know" basis to those who require it for an authorized business purpose.

### 9.2 Technical Vulnerability Management

Oracle subscribes to vulnerability notification systems to stay apprised of security Incidents, advisories, and other related information. Oracle takes actions on the notification of a threat or risk once it has the opportunity to confirm that both a valid risk exists and that the recommended changes are applicable to the particular system or environment.

## 10. Information Security Incident Response

Oracle evaluates and responds to incidents that create suspicions of unauthorized access to, or handling of, customer data in its possession or under its control, whether the data is held on Oracle hardware assets, those of vendors/suppliers, or on the personal hardware assets of Oracle employees and contingent workers. Oracle's Global Information Security (GIS) organization is required to be informed of such incidents and, depending on the nature of the activity, defines escalation paths and response teams to address those incidents.

If Oracle becomes aware and determines that an incident involving your customer data qualifies as a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, customer data transmitted, stored or otherwise processed on Oracle systems that compromises the security, confidentiality or integrity of such customer data, Oracle will report such breach to you without undue delay.

Oracle will not disclose production data located on Oracle systems, including text and images, except in accordance with your order, your instructions, or to the extent required by law. Oracle will use diligent efforts to inform you, to the extent permitted by law, of any request for such disclosure before disclosure is made.

## 11. Oracle's Resilience Management

Oracle has a global Risk Management and Resiliency Program (RMRP), which comprises, among other elements, contingency planning and plan testing designed to enable our critical, internal operations to continue in spite of potentially business-disruptive incidents. The RMRP addresses:

- Personal safety;
- Incident management;
- Business continuity; and



- Technological system recovery.

## 12. Audit

In the event that the applicable order for services provides you with the right to audit Oracle's compliance with these security practices, the following procedures apply. You must send Oracle's Global Information Security organization a written request, including a detailed audit plan, at least two weeks in advance of the proposed audit date. The parties will work cooperatively to agree on a final audit plan. The audit shall be conducted no more than once during a twelve- month period, during regular business hours, subject to on-site policies and regulations, and may not unreasonably interfere with business activities. If you would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Oracle. Upon completion of the audit, you will provide Oracle with a copy of the audit report, which is classified as confidential information under the terms of the Agreement. Additional audit terms may be included in your order for services.

## 13. Customer Data Retention

Except as otherwise specified in an order for services or required by law, upon termination of services or at your request, Oracle will delete your production customer data located on Oracle computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Oracle preventing it from deleting all or part of the data. For Cloud Services, customer data management is generally "self service" and additional information on features to assist you with data management can be found in the applicable "Service Feature Guidance" document. For other Oracle services, you may consult with your Oracle services contact for additional information on data deletion prior to service completion.

As described in the *Oracle Media Sanitization and Disposal Policy*, media containing Customer Data will be securely sanitized, or destroyed and disposed of when the media is no longer required or able to be used, or the storage media becomes otherwise obsolete. Currently approved sanitization methods are degaussing, shredding, incineration, and verified overwrites of the data. Some hardware such as SSD may include acceptable built-in secure erasure functionality.

## 14. Reference

As stated above, these security practices should be read in conjunction with any more detailed security practices created by Oracle's Cloud, Global Customer Support, Consulting, and Advanced Customer Services lines of business, which are available for review and also incorporated into the applicable order for services. More details on these practices can be found here:

- [Cloud Hosting & Delivery Policies \(Appendix 1 to the Oracle Product Terms\)](#)

These practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in this document during the performance of services under an order.



## **APPENDIX 4 TO ORACLE PRODUCT TERMS** **TUPE**

### **1. DEFINITIONS CLAUSE**

The following definitions will apply in this Appendix:

**"Buyer Personnel"** means the Buyer's employees and any other person who prior to the commencement of any Services under this Agreement provides the Services or services similar to the Services for the Buyer;

**"Contracts Act"** means the Contracts (Rights of Third Parties) Act 1999 as amended or replaced from time to time;

**"Employment Law"** means all and any laws, including, without limitation, directives, statutes, secondary legislation, orders, codes of practice, contractual obligations and common law, whether of the European Union, any member of the European Union, or any other country where this agreement applies or other relevant authority, relating to or connected with, whether on an individual or collective basis: (1) the employment and dismissal of employees (including their health and safety at work, and information and consultation and collective bargaining); and (2) the engagement, use and termination of individuals other than employees who provide services (including their health and safety at work);

**"Employment Liabilities"** means all actions, proceedings, losses, damages, liabilities, compensation, awards, fines, penalties, costs (including legal costs), demands, orders, expenses or other payments connected with or arising from Employment Law;

**"Supplier Personnel"** means the Supplier's employees and any other person who provides the Services on behalf of the Supplier;

**"Regulations"** means the law implementing in any jurisdiction the European Council Directive 2001/23/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or replaced from time to time, and any other legislation which has the same or similar effect;

**"Replacement Services"** means all or part of the Services or services substantially similar to all or part of the Services which are provided by an entity other than the Supplier following the termination of the provision of the Services (whether in whole or in part) under this Agreement;

**"Successor Supplier"** means any entity (including the Buyer) which provides the Replacement Services;

### **2. EMPLOYMENT PROVISIONS - COMMENCEMENT OF SERVICES**

2.1. The Supplier and the Buyer do not intend that any Buyer Personnel will become employees of the Supplier or any sub-contractor upon the commencement of any Services under this Agreement pursuant to the Regulations.

2.2. If it is found or alleged that the employment of any person transfers to the Supplier or its sub-contractor at commencement of the Services under this Agreement pursuant to the Regulations:

2.2.1. the Supplier shall notify the Buyer (or shall procure that its sub-contractor shall notify the Buyer) and the Buyer shall notify the Supplier (and any relevant sub-contractor) of that finding or allegation as soon as reasonably practicable after becoming aware of it;

2.2.2. the Buyer may within seven (7) days after becoming aware of that allegation or finding referred to in Clause 2.2.1 offer to employ or engage that person on such terms as the Buyer shall determine and the Supplier shall (and shall procure that its sub-contractor shall) give all reasonable assistance requested by the Buyer to persuade that person to accept the offer; and

2.2.3. within twenty-eight (28) days after becoming aware of the allegation or finding referred to in Clause 2.2.1 the Supplier (or any relevant sub-contractor) may dismiss that person and Buyer shall indemnify and keep indemnified the Supplier and its sub-contractor against all Employment Liabilities which the Supplier and/or its sub-contractor may suffer or incur in relation to that dismissal and the employment of that person up to the date of that dismissal in each case **PROVIDED** that the Supplier or its sub-contractor takes all reasonable steps to minimise those Employment Liabilities and save for any Employment Liabilities which



arise in respect of a finding that the Supplier or its sub-contractor unlawfully discriminated against that person.

- 2.3. The Buyer will indemnify and keep indemnified the Supplier (and any relevant sub-contractor) against any and all Employment Liabilities arising out of or in connection with any claim or demand by any Buyer Personnel or Representative arising out of or in connection with:
- 2.3.1. the employment or engagement of any Buyer Personnel by the Buyer or a third party (including the termination of such employment or engagement) prior to the commencement of the Services under this Agreement; or
  - 2.3.2. the transfer or alleged transfer of the employment of the Buyer Personnel to the Supplier (or any relevant sub-contractor) pursuant to the Regulations including for the avoidance of doubt liability arising from a failure to comply with any information or consultation requirements under the Regulations.

### **3. TERMINATION OF SERVICES**

- 3.1. Neither the Supplier nor the Buyer intend that any Supplier Personnel will become employees of the Buyer or a Successor Supplier pursuant to the Regulations upon termination of the Services (whether in whole or in part).
- 3.2. If it is found or alleged that the employment of any of Supplier Personnel transfers to the Buyer or a Successor Supplier upon termination of this Agreement pursuant to the Regulations:
- 3.2.1. the Supplier shall notify the Buyer (or shall procure that its sub-contractor shall notify the Buyer) and the Buyer shall notify the Supplier (and any relevant sub-contractor) of that finding or allegation as soon as reasonably practicable after becoming aware of it;
  - 3.2.2. the Supplier or any relevant sub-contractor may within seven (7) days after becoming aware of that allegation or finding referred to in Clause 3.2 offer to employ or engage that person on such terms as the Supplier or the relevant sub-contractors shall determine and the Buyer shall (and shall procure that the Successor Supplier shall) give all reasonable assistance requested by the Supplier or the relevant sub-contractor to persuade that person to accept the offer; and
  - 3.2.3. within twenty-eight (28) days after becoming aware of that allegation or finding referred to in Clause 3.2, the Buyer or the Successor Supplier may dismiss that person and the Supplier shall indemnify and keep indemnified the Buyer and any Successor Supplier against all Employment Liabilities which the Buyer or the Successor Supplier may suffer or incur in relation to that dismissal and the employment of that person up to the date of that dismissal in each case PROVIDED the Buyer (or the Successor Supplier, as applicable) takes all reasonable steps to minimise those Employment Liabilities and save for any Employment Liabilities which arise in respect of a finding that the Buyer (or the Successor Supplier, as applicable) unlawfully discriminated against that person.
- 3.3. The Supplier will indemnify and keep indemnified the Buyer and any Successor Supplier against any and all Employment Liabilities arising out of or in connection with any claim or demand by any Supplier Personnel or Representative arising out of or in connection with:
- 3.3.1. the employment or engagement of any Supplier Personnel by the Supplier or a third party sub-contractor (including the termination of such employment or engagement) prior to the transfer date or alleged transfer date pursuant to the Regulations; or
  - 3.3.2. the transfer or alleged transfer of the employment of the Supplier Personnel to the Buyer or a Successor Supplier pursuant to the Regulations including for the avoidance of doubt



liability arising from a failure to comply with any information or consultation requirements under the Regulations.

#### **4. THIRD PARTY RIGHTS**

For the purposes of the Contracts Act it is intended that the Successor Supplier and any relevant sub-contractor of the Supplier will have the right to enforce any rights conferred on them by Clauses 2.2, 2.3, 3.2 and 3.3 and to that extent the Successor Supplier or any relevant sub-contractor of the Supplier will have the same rights against the Buyer or the Supplier (as relevant) as would be available if the Successor Supplier or any relevant sub-contractor of the Supplier were parties to this Agreement. Save as expressly provided under this section 4, no third party will have the right to enforce any term of this Agreement, and the Contracts Act will not apply. Notwithstanding the rights conferred by this section 4, the parties may by agreement, rescind this Agreement or vary it in any way without the consent of the Successor Supplier or any relevant sub-contractor of the Supplier.



**APPENDIX 5 TO ORACLE PRODUCT TERMS**  
**ADDITIONAL LICENSES AND ORACLE LINUX SUPPORT**

You have ordered Oracle Cloud Services under the Call-Off Contract and have obtained additional licenses and support in connection with the Oracle Cloud Services, where such licenses and support are not provided by Oracle under the terms of Framework Agreement RM6292. Oracle has therefore agreed that, for all Oracle Cloud Services purchased under the Call Off Contract You will receive during the term of the Call-Off Contract:

- Oracle Linux Premier Support that will be provided in accordance with the Oracle Linux and Oracle VM Support Policies (<http://www.oracle.com/us/support/library/enterprise-linux-support-policies-069172.pdf>).
- a free license for each of the products listed on the following web page: <https://oss.oracle.com/licenses/oci-included-apps/index.html>, in each case under the terms linked for each product on that page. Oracle does not provide technical support for any of the products listed there.
- a free Oracle Java SE license for Your instances in the Oracle Public Cloud that will be provided in accordance with the Oracle Technology Network License Agreement for Oracle Java SE found here: <https://java.com/otnlicense>. You will also receive Oracle Cloud Support for Oracle Java SE for the foregoing usage and that technical support will be provided in accordance with the Oracle Hosting and Delivery Policies available at <https://oracle.com/contracts>.
- a free Oracle GraalVM Enterprise Edition license for Your instances in the Oracle Public Cloud that will be provided in accordance with the Oracle Technology Network License Agreement for GraalVM Enterprise Edition found here: <https://www.oracle.com/technetwork/licenses/graalvm-otn-license-5486575.html>. You will also receive Oracle Cloud Support for Oracle GraalVM Enterprise Edition for the foregoing usage and that technical support will be provided in accordance with the Oracle Cloud Hosting and Delivery Policies available at <https://oracle.com/contracts>.

You acknowledge that although the above licenses and support will be provided in connection with the Oracle Cloud Services, they do not fall within the scope of the Call-Off Contract and are not subject to the terms and conditions of the Call-Off Contract or Framework Agreement RM6292. You therefore accept that Your use of such licenses and support shall be governed by the above terms notwithstanding anything to the contrary in the Call-Off Contract or Framework Agreement RM6292.



## Attachment 2 – Service Level Agreement(s)

These are contained in:

- (a) section 3 to the document entitled “*Oracle Cloud Hosting and Delivery Policies*” (available at **REDACTED FOI 40** (“**Oracle Cloud Hosting and Delivery Policies**”)) ; and
- (b) section 3 inclusive in the document entitled “*Oracle PaaS and IaaS Public Cloud Services – Pillar document*” (available at **REDACTED FOI 40** (“**Oracle PaaS and IaaS Public Cloud Services Pillar Document**”)). These sections also describe the applicable service credit regime and the process for claiming service credits.

Oracle’s Cloud Hosting and Delivery Policies and Oracle PaaS and IaaS Public Cloud Services Pillar Document are subject to change for time-to-time, but such changes will not materially reduce the level of performance, security, or availability of the Services under this order for the duration of the Services Period.





### Attachment 3 –Charges and Payment Profile

New Subscription Term Through: 31-May-2024

Services Period: 3.35 months					
Cloud Services	Data Center Region	Credit Period	Credit Quantity	Term	Total Credit Value
B88206 - Oracle PaaS and IaaS Universal Credits	Customer Selected	Annual	255038	1.0-3.35 mo	255,038.00
Subtotal					255,038.00

Fee Description	Net Fee
Cloud Services Fees	255,038.00
Net Fees	255,038.00
Total Fees	255,038.00

#### Rate Card Pricing for IaaS/PaaS Public Cloud Services

B88206 - Oracle PaaS and IaaS Universal Credits

Cloud Service Category Discounts

REDACTED IN FULL



## Attachment 4 – Schedule of Standards

1. The Supplier shall comply with the following Standards:
  - 1.1. the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>;
  - 1.2. guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>;
  - 1.3. the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>;
  - 1.4. government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>;
  - 1.5. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>;
  - 1.6. ISO 27001 Information Security Management standard, and provide the Buyer with the relevant certification, if requested by the Buyer;
  - 1.7. ISO 27017 Information technology — Security techniques — Code of practice for information security controls based on ISO/IEC 27002 for cloud services, and provide the Buyer with the relevant certification, if requested by the Buyer;
  - 1.8. ISO 27018 Information technology — Security techniques — Code of practice for protection of personally identifiable information (PII) in public clouds acting as PII processors, and provide the Buyer with the relevant certification, if requested by the Buyer;
  - 1.9. BS EN ISO 9001 "Quality Management System" standard or equivalent;
  - 1.10. BS EN ISO 14001 Environmental Management System standard or equivalent; and
  - 1.11. any additional Standards set out or referred to in this Order Form.
2. If a Buyer has requested in this Order Form that the Supplier has a Cyber Essentials Plus certificate, the Supplier must provide the Buyer with a valid Cyber Essentials Plus certificate required for the Services before the Commencement Date. (<https://www.ncsc.gov.uk/cyberessentials/overview>).

Notwithstanding the above, please be aware that not all data centres used by the Supplier comply with every one of the Standards (as defined). When placing any orders via the Supplier Portal it is the Buyer's responsibility to check with the Supplier the applicable compliance status before taking a decision to placing/entering into any order.



## Attachment 5 – Schedule of Processing, Personal Data and Data Subjects

This Attachment 5 shall be completed by the Buyer, who may take account of the view of the Supplier, however the final decision as to the content of this Attachment 5 shall be with the Buyer at its absolute discretion.

1. The contact details of the Buyer's Data Protection Officer are: **as provided in the applicable Order Form.**
2. The contact details of the Supplier's Data Protection Officer are: **REDACTED FOI 40 Hauptstraße 4 D-85579 Neubiberg / München Germany Email: REDACTED FOI 40**
3. The Supplier shall comply with any further written instructions with respect to processing by the Buyer.
4. Any such further instructions shall be incorporated into this Attachment 5.

Description	Details
<b>Identity of the Controller and Processor:</b>	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor in accordance with Clause 15 (Protection of Personal Data) of the Core Services Call-Off Terms.
<b>Subject matter of the processing:</b>	See below under Type of Personal Data and Categories of Data Subject.
<b>Duration of the processing:</b>	For the duration of the Contract Period.
<b>Nature and purposes of the processing:</b>	<b>Nature:</b> organisation, structuring and storage of data <b>Purposes:</b> <ul style="list-style-type: none"><li>• providing the Cloud Services in accordance with the applicable Agreement, Oracle Cloud DPA, Service Specifications, and order for Services,</li><li>• complying with Buyer documented written instructions, and/or</li><li>• complying with Supplier's regulatory obligations.</li></ul>
<b>Type of Personal Data being Processed:</b>	<ul style="list-style-type: none"><li>• personal contact information such as <i>name</i>, <i>address</i>, telephone or mobile numbers, email address and passwords;</li><li>• information concerning individual data subjects and their family including age, <i>date of birth</i>, marital status, <i>number</i> of children and name(s) of spouse and/or children;</li><li>• 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;</li><li>• financial details;</li></ul> goods and services provided;



<b>Categories of Data Subject:</b>	Buyer representatives and end users, job applicants, contractors, collaborators, partners, suppliers, customers and clients.
<b>Plan for return and destruction of the data once the processing is complete:</b> (UNLESS requirement under union or member state law to preserve that type of data)	Following termination the Supplier will return or otherwise make available for retrieval Buyer Personal Data then available in Buyer Cloud Services environment, unless otherwise expressly stated in the Service Specifications. For Cloud Services for which no data retrieval functionality is provided by Supplier as part of the Cloud Services, the Buyer is advised to take appropriate action to back up or otherwise store separately any Personal Data while the production Cloud Services environment is still active prior to termination



## Attachment 6 – Alternative Clauses

Where the Buyer in Section B of this Order Form has requested Alternative Clause(s) to apply to the Contract, the requested Alternative Clause(s) shall apply to the Contract as follows:

### A. SCOTS LAW

**Governing Law, Jurisdiction and Dispute Resolution** (Clauses 31.1 and 31.5 of the Core Services Call-Off Terms):

- (a) References to “*England and Wales*” in the original Clauses 31.1 and 31.5 of the Core Services Call-Off Terms (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with “*Scotland*”.
- (b) Where legislation is expressly mentioned in the Contract, the adoption of sub-paragraph (a) immediately above shall have the effect of substituting the equivalent Scots legislation.

### B. NORTHERN IRELAND LAW

**Governing Law, Jurisdiction and Dispute Resolution** (Clauses 31.1 and 31.5 of the Core Services Call-Off Terms):

- (a) References to “*England and Wales*” in the original Clauses 31.1 and 31.5 of the Core Services Call-Off Terms (Governing Law, Jurisdiction and Dispute Resolution) shall be replaced with “*Northern Ireland*”.
- (b) Where legislation is expressly mentioned in the Contract the adoption of sub-paragraph (a) immediately above shall have the effect of substituting the equivalent Northern Ireland legislation.

#### Insolvency Event

In Schedule 1 (Definitions) to the Core Services Call-Off Terms, reference to “*section 123 of the Insolvency Act 1986*” in limb f) of the definition of Insolvency Event shall be replaced with “*Article 103 of the Insolvency (NI) Order 1989*”.

### C. HMRC Terms

#### 1. Definitions

- 1.1. In these HMRC Terms, the following words have the following meanings and they shall supplement Schedule 1 (Definitions) to the Core Services Call-Off Terms as follows:

<b>Connected Company(ies)</b>	means in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;
<b>Government Data</b>	the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer’s and/or any Buyer User’s Confidential Information, and which: <ul style="list-style-type: none"> <li>a) are supplied to the Supplier by or on behalf of the Buyer and/or any Buyer User; or</li> <li>b) the Supplier is required to generate, process, store or transmit pursuant to the Contract.</li> </ul> For the avoidance of any doubt Government Data shall include any Buyer Content;
<b>Prohibited</b>	means:



<b>Transaction</b>	<p>a) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description otherwise payable by the Supplier or a Connected Company on or in connection with the Charges; or</p> <p>b) which would be payable by any Key Sub-contractor and its Connected Companies on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Sub-contract with that Key Sub-contractor,</p> <p>other than transactions made between the Supplier and its Connected Companies or a Key Sub-contractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business;</p>
<b>Tax Compliance Failure</b>	<p>means where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC's "Test for Tax Non-Compliance", as set out in Exhibit 1 (Excerpt from HMRC's "Test for Tax Non-Compliance") to this Attachment 6 (as amended and updated from time to time), where:</p> <p>(a) the "Economic Operator" means the Supplier or any agent, supplier or Sub-contractor of the Supplier requested to be replaced pursuant to paragraph 4.2 (Promoting Tax Compliance) of Part C (HMRC Terms) as set out in Attachment 6 (Alternative Clauses) to the Order Form; and</p> <p>(b) any "Essential Subcontractor" means any Key Sub-contractor;</p>

## 2. Application of these clauses

- 2.1. Where the Buyer is Her Majesty's Revenue and Customs (HMRC), as identified in Section B of this Order Form, and HMRC has requested these HMRC Terms to apply to the Contract, the requested Alternative Clause(s) shall apply to the Contract as follows.

## 3. Warranties

- 3.1. The Supplier represents and warrants that:

- 3.1.1. in the three years prior to the Effective Date, it has complied with all applicable Law related to Tax in the United Kingdom and in the jurisdiction in which it is established;
- 3.1.2. it has notified the Buyer in writing of any Tax Compliance Failure it is involved in; and
- 3.1.3. no proceedings or other steps have been taken (nor, to the best of the Supplier's knowledge, are threatened) for:
  - 3.1.3.1. the winding up of the Supplier;
  - 3.1.3.2. the Supplier's dissolution;
  - 3.1.3.3. the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue,

and the Supplier has notified the Buyer of any profit warnings it has issued in the three years prior to the Commencement Date.

- 3.2. If the Supplier becomes aware that any of the representations or warranties under paragraph 3.1 of this Attachment 6, have been breached, are untrue or misleading, it shall immediately notify the Buyer in sufficient detail to enable the Buyer to make an accurate assessment of the situation.
- 3.3. In the event that the warranty given by the Supplier in paragraph 3.1 of this Attachment 6 is materially untrue, this shall be deemed to be a material Default which in the opinion of the Buyer is



not capable of remedy and in accordance with Clause 16.2.1 of the Core Services Call-Off Terms the Buyer may at any time terminate this Contract with immediate effect by giving notice to the Buyer.

#### **4. Promoting Tax Compliance**

- 4.1. The Supplier shall comply with all Law relating to tax and with the equivalent legal provisions of the country in which the Supplier is established.
- 4.2. The Supplier shall provide to the Buyer the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the corporation tax or self-assessment reference of any agent, supplier or Sub-contractor prior to that person supplying any Services under the Contract. Upon a request by the Buyer, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Sub-contractor engaged in supplying Services under the Contract.
- 4.3. If, at any point during the Contract Period, there is a Tax Compliance Failure, the Supplier shall:
  - 4.3.1. notify the Buyer in writing within five (5) Working Days of its occurrence; and
  - 4.3.2. promptly provide to the Buyer:
    - 4.3.2.1. details of the steps which the Supplier is taking to resolve the Tax Compliance Failure and to prevent it from recurring, together with any mitigating factors that it considers relevant; and
    - 4.3.2.2. such other information in relation to the Tax Compliance Failure as the Buyer may reasonably require.
- 4.4. The Supplier shall indemnify the Buyer against any liability for Tax (including any interest, penalties or costs incurred) of the Buyer in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under the Contract.
- 4.5. Any amounts due under paragraph 4.4 of this Attachment 6 shall be paid not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. Any amounts due under paragraph 4.4 of this Attachment 6 shall not be subject to Clause 8.1 of the Core Services Call-Off Terms and the Supplier's liability under paragraph 4.4 of this Attachment 6 is unlimited.
- 4.6. Upon the Buyer's request, the Supplier shall promptly provide information which demonstrates how the Supplier complies with its Tax obligations.
- 4.7. If the Supplier:
  - 4.7.1. fails to comply with paragraphs 4.1, 4.3.1 and/or 4.6 of this Attachment 6 this may be a material Default of the Contract;
  - 4.7.2. fails to comply with a reasonable request by the Buyer that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by paragraph 4.2 of this Attachment 6 on the grounds that the agent, supplier or Sub-contractor is involved in a Tax Compliance Failure this shall be a material Default of the Contract; and/or
  - 4.7.3. fails to provide acceptable details of the steps being taken and mitigating factors pursuant to paragraph 4.3.2 of this Attachment 6 this shall be a material Default of the Contract;and any such material Default shall be deemed to be an event to which Clause 16.2.1 of the Core Services Call-Off Terms applies and the Buyer's payment obligations under the Contract shall cease immediately as if the Contract had been terminated under Clause 16.2 of the Core Services Call-Off Terms.
- 4.8. In addition to those circumstances listed in Clause 19.7 of the Core Services Call-Off Terms, the Buyer may internally share any information, including Confidential Information, which it receives under paragraphs 4.2 and 4.3 of this Attachment 6 and 4.6 of this Attachment 6.





## **5. Use of Off-shore Tax Structures**

- 5.1. The Supplier shall not, and shall ensure that its Connected Companies, Key Sub-contractors (and their respective Connected Companies) shall not, have or put in place any Prohibited Transactions, unless the Buyer otherwise agrees to that Prohibited Transaction.
- 5.2. The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier, its Connected Companies, or a Key Sub-contractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall include reasonable supporting detail and make the notification within a reasonable time before the Prohibited Transaction is due to be put in place.
- 5.3. If a Prohibited Transaction is entered into in breach of paragraph 5.1 of this Attachment 6, or circumstances arise which may result in such a breach, the Supplier and/or the Key Sub-contractor (as applicable) shall discuss the situation with the Buyer. The Parties shall agree (at no cost to the Buyer) any necessary changes to any such arrangements by the undertakings concerned (and the Supplier shall ensure that the Key Sub-contractor shall agree, where applicable). The matter will be resolved using Clause 31 (Governing Law, Jurisdiction and Dispute Resolution) of the Core Services Call-Off Terms if necessary.
- 5.4. Failure by the Supplier (or a Key Sub-contractor) to comply with the obligations set out in paragraphs 5.2 and 5.3 of this Attachment 6 shall be deemed to be an event to which Clause 16.2.1 of the Core Services Call-Off Terms applies and the Buyer's payment obligations under the Contract shall cease immediately as if the Contract had been terminated under Clause 16.2 of the Core Services Call-Off Terms.

## **6. Data Protection and off-shoring**

- 6.1. For the purposes of Clause 15.4.4 of the Core Services Call-Off Terms a reference to a Restricted Country shall mean any country other than the United Kingdom.

## **7. Commissioners for Revenue and Customs Act 2005 and related Legislation**

- 7.1. The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Government Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ("**CRCA**") to maintain the confidentiality of Government Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to a prosecution under Section 19 of CRCA.
- 7.2. The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Government Data comply with the obligations set out in the Official Secrets Acts 1911 to 1989 and the obligations set out in Section 182 of the Finance Act 1989. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of those obligations may lead to prosecution under those Acts.
- 7.3. The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Government Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Buyer) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.
- 7.4. The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Government Data in writing of the obligations upon Supplier Personnel set out in paragraphs 7.1, 7.2 and 7.3. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.
- 7.5. The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Government Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Exhibit 2 (Confidentiality Declaration) to this Attachment 6. The Supplier shall provide a copy of each such signed declaration to the Buyer upon demand.





- 7.6. In the event that the Supplier or the Supplier Personnel fail to comply with this paragraph 6, the Buyer reserves the right to terminate the Contract as if that failure to comply were an event to which Clause 16.2.1 of the Core Services Call-Off Terms applies.



## Exhibit 1 to Attachment 6

### Excerpt from HMRC's "Test for Tax Non-Compliance"

**Condition one:** *(An in-scope entity or person)*

1. There is a person or entity ("X") which is either:
  - 1) the Economic Operator or Essential Subcontractor (EOS);
  - 2) part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*<sup>1</sup>; or
  - 3) any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

**Condition two:** *(Arrangements involving evasion, abuse or tax avoidance)*

2. X has been engaged in one or more of the following:
  - a. fraudulent evasion<sup>2</sup>;
  - b. conduct caught by the General Anti-Abuse Rule<sup>3</sup>;
  - c. conduct caught by the Halifax Abuse principle<sup>4</sup>;
  - d. entered into arrangements caught by a DOTAS or VADR scheme<sup>5</sup>;
  - e. conduct caught by a recognised 'anti-avoidance rule'<sup>6</sup> being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;

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<sup>1</sup> <https://www.iasplus.com/en/standards/ifrs/ifrs10>

<sup>2</sup> 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

<sup>3</sup> "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

<sup>4</sup> "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

<sup>5</sup> A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

<sup>6</sup> The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.



- f. entered into an avoidance scheme identified by HMRC's published Spotlights list<sup>7</sup>; and/or
- g. engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

- 3. X's activity in Condition 2 is, where applicable, subject to dispute and/or litigation as follows:
  - i. In respect of (a), either X:
    - 1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure<sup>8</sup>; or,
    - 2. Has been charged with an offence of fraudulent evasion.
  - ii. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
  - iii. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
  - iv. In respect of (f) this condition is satisfied without any further steps being taken.
  - v. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).
- 4. For the avoidance of doubt, any reference in this Exhibit 1 (Excerpt from HMRC's "Test for Tax Non-Compliance") to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

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<sup>7</sup> Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

<sup>8</sup> The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.



## Exhibit 2 to Attachment 6

### CONFIDENTIALITY DECLARATION

CONTRACT REFERENCE: Cloud Compute 2 Framework Agreement RM6292 ('the Agreement')

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Government Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Government Data provided to me.

<b>SIGNED:</b>	REDACTED FOI 40
<b>FULL NAME:</b>	REDACTED FOI 40
<b>POSITION:</b>	REDACTED FOI 40
<b>COMPANY:</b>	REDACTED FOI 40
<b>DATE OF SIGNATURE:</b>	21st February 2024



## Attachment 7 – Acceptable Use Policy

1. The Buyer may not, and may not cause or permit others to: (a) use the Services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred or harm; send unsolicited bulk e-mail, junk mail, spam or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Services; (c) perform or disclose any performance or vulnerability testing of the Services without the Supplier's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Services; or (d) use the Services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "**Acceptable Use Policy**"). In addition to other rights that the Supplier has in the Supplier Product Terms, this Call-Off Contract and the Order Form, the Supplier has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include, without limitation, removing or disabling access to material that violates the Acceptable Use Policy.



## Attachment 8 – Data Processing Agreement

1. To protect Your Content (as defined in the Product Terms) provided to the Supplier as part of the provision of the Services, the Supplier will comply with the applicable version of the Data Processing Agreement for Services (the “**Data Processing Agreement**”). The version of the Data Processing Agreement applicable to this Attachment 8 (Data Processing Agreement) of the Order Form is available at [https://www.oracle.com/contracts/docs/corporate\\_data\\_processing\\_agreement\\_062619.pdf?download=false](https://www.oracle.com/contracts/docs/corporate_data_processing_agreement_062619.pdf?download=false). In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (as defined in the Product terms) (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.



### Annex 1 – Call Off Terms RM6292

The Call-Off Terms are the terms set out in Annex 2 to Schedule 4 to the Framework Agreement and copies of which are available from the Crown Commercial Service website <https://www.crowncommercial.gov.uk/agreements/RM6292> titled "*RM6292 Core services template call-off Terms v.2.0*" ("**Agreed Call-Off Terms**") and the Agreed Call-Off Terms v.2.0 are incorporated in this Order Form by reference accordingly.

## Annex 2 – Applicability Matrix

	CCS – Framework Terms			Supplier - General Terms		Supplier - Service Specific	
	Call Off Contract	Order Form	Framework	Acceptable Use Policy	Data Protection Addendum	Service Level Agreement + Credits	Other Product Terms
Service Description	Cl.5	Front End + Attachment 1	Sch 2 + 'Catalogue'				Front End + Attachment 1
Service Levels	Cl.5	Front End + Attachment 2				Attachment 2	
Standards and data security	Cl.6 & 11	Attachment 4 + Attachment 1	Sch. 2				
Warranties	Cl.6	Attachment 1					
Data Protection	Cl.15	Attachments 5 and 8			Attachments 1 and 8		
Charges & invoicing	Cl.7	Front End + Attachment 3					
Liability	Cl.8	Front End + Attachment 1					
Confidentiality	Cl.19	Attachment 1					
IPR/licence	Cl.9	Front End					Licence terms (Attachment 1)
Suspension	Cl.14	Attachment 7		Attachment 7			
Term and termination	Cl.4, 16 & 17	Front End + Attachment 1					
Audit	Cl.12	Front End + Attachment 1					
Force Majeure	Cl.21	Attachment 1					
Subcontracting	Cl.18	Front End + Attachment 1			Attachments 1 and 8		
Transparency	Cl.20	Section C					

Boxes shaded: Teal = main source & Pale Green = secondary source