

ORDERING DOCUMENT

Customer Name: Ministry of Justice Customer Address: Seventh Floor, 102 Petty France, London, SW1H 9AJ

Oracle Corporation UK Limited Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA Oracle Corporation UK Limited is a company registered in

Oracle Corporation UK Limited is a company registered in England & Wales with Company No. 1782505 and with its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA

ORACLE CONTRACT INFORMATION

Agreement: Oracle Cloud Services Agreement Reference: Redacted

Ordering Document Number: GB-10385625

This order incorporates by reference the terms of the agreement specified above and all amendments thereto (the "Master Agreement"). As used in this order, "you" or "your" shall refer to the customer as defined in the Master Agreement. The following terms, as used in this order and the Master Agreement, whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

A. SERVICES

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

All fees on this order are in pounds sterling (£).

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	Redacted	Redacted	Redacted
Total Fees and Estimated Expenses Redacted				Redacted

B. ORDER TERMS

1. <u>Payment Terms.</u>

Fees and expenses are in accordance with the referenced exhibit(s). All fees payable to Oracle are due within thirty (30) days from the invoice date. Invoices for services performed under separate exhibits may be provided separately. Fees for any time and materials engagements listed above (if any) are estimated fees, as detailed in the referenced time and material services exhibit(s).

2. Segmentation.

The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other

Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.

3. Contact Information.

Oracle Consulting Sales Contact:

Name:	Redacted
Address:	Oracle Parkway, Thames Valley
	Park, Reading, Berkshire, RG6 1RA
Phone:	Redacted
Email:	Redacted

Your Billing/Accounts Payable Contact:

Name:	Redacted	
Address:	Newport Shared Services Connected Ltd (SSCL) – Ministry of Justice PO Box 743, Newport, NP10 8FZ	
Phone:	Redacted	
Email:	Redacted	

4. Order of Precedence.

In the event of any inconsistencies between (i) the Master Agreement and this order, this order shall take precedence, and (ii) this order (excluding exhibits) and any attached exhibits, the exhibits shall take precedence.

5. Change Control Process.

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

6. Force Majeure.

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); or other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than thirty (30) days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for services provided.

7. Export.

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

8. <u>Relationship Between Parties.</u>

Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. If while performing services Oracle requires access to other vendor's products

that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf.

9. Rights Granted / Restrictions.

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

10. Ordering Document Definitions.

10.1 **"Professional Services"** means, collectively, the consulting and other professional services which you have ordered under this order.

10.2 **"Services"** for purposes of this order shall have the same meaning as the term "Professional Services". Accordingly, notwithstanding any provision or interpretation of the Master Agreement to the contrary, for purposes of this order, the term "Services" does not include any Cloud Services.

10.3 "Service Specifications" as used in the Master Agreement means any exhibit(s) attached to this order.

11. <u>Services Privacy/Services Security.</u>

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

12. Additional Third Party Subprocessors for Oracle Consulting.

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

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

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

This quote is valid through 30-APR-2021	and shall become binding upon	execution by you and	acceptance by
Oracle.			

Ministry of Justice	Oracle Corporation UK Limited
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
Ordering Document Effective Date: 18-MAR-2021	



FIXED PRICE EXHIBIT

ORACLE CONTRACT INFORMATION

Customer Name: Ordering Document Number: Exhibit Number:

Ministry of Justice GB-10385625 Exhibit 1

This exhibit incorporates by reference the terms of the ordering document specified above.

1. Description of Services and Deliverables.

A. <u>Services.</u>

Oracle will provide You (the "Client") with services to plan, configure and deploy Your Oracle Cloud Recruiting Application (the "Services") within the project named *Ministry of Justice Senior Civil Service Recruiting.* The implementation will follow the Oracle True Cloud Method ("Oracle TCM") for Cloud application implementations.

The Services under this section do not include configuration of all standard module functionality contained within Oracle's Cloud Applications; Oracle will configure only such standard module functionality that is designed to enable the Modern Best Practice processes and which relate to the scope of Services defined in this exhibit. The scope is based upon current release of the Oracle Cloud Services at project start date.

1.A.1 Definitions

Within this Exhibit, the following definitions will apply:

- 1. "Oracle Cloud Services" shall mean the Oracle Software as a Service ("SaaS") and/or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
- 2. "Standard Functionality" shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
- 3. "Oracle Cloud Application" shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions, data migrations and interfaces as included in the scope of this Exhibit.
- 4. "Configure" and "Configuration" shall mean the setup of the applications using the standard functionality provided within the Oracle Cloud Services release planned for go-live.
- 5. "Cloud' is a general term meaning hosted services over the internet.
- 6. "Oracle Modern Best Practice(s)" shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the standard functionality contained in the respective Oracle Cloud Services.

1.A.2 Modules and Processes in scope

Oracle will configure the following modules and business processes of Your Oracle Cloud Application, based on Oracle Modern Best Practices.

The table below is provided to map the business processes in scope to the Oracle Cloud Services that You will obtain under separate contract prior to the commencement of Services under this Exhibit.

Process Areas	Process in Scope
Core HR	Add Person only

	Limited to Oracle Recruitment Cloud Functionality
Recruit	Requisition Management Candidate Sourcing Candidate Management Manage Job Offer
Digital Assistant	External Candidate

1.A.3 Detailed scope

1.A.3.1 Project Activities

Oracle will provide the Services for the Ministry of Justice Senior Civil Service Recruiting project using the Oracle True Cloud Method phases – FOCUS, REFINE, ENABLE and LIVE-OPERATE, as described below. The following sections describe the activities to be completed by Oracle. Some of the activities listed in this section will require active participation by Your personnel.

Oracle True Cloud Method activities will be performed as described and with the exceptions noted below:

TCM Phase FOCUS	Key Activities
FOCUS	Redacted
REFINE -	Redacted
CHOOSE	

REFINE- VISUALISE	Redacted
REFINE - CONFIRM	Redacted
ENABLE	Redacted
LIVE- OPERATE	Redacted

1.A.3.2 Digital Assistance (DA) Listed below is the scope of Your Digital Assistant: Redacted

1.A.3.3 Data Migration Redacted

1.A.3.4 Validation Redacted

1.A.3.5 Information Sharing Redacted

1.A.3.6 Post Go-Live Assistance Redacted

2.A.3.7 Project Timelines

Below is an indicative plan for the implementation. The project workplan will be discussed and agreed by You and Oracle Project Management at the start of the project. The below dates are estimated dates and are intended for planning purposes only. As such Oracle does not guarantee that these dates will be met and failure to meet such estimated dates shall not constitute a breach of contract. Oracle will however use commercially reasonable efforts to meet the estimated dates.

Redacted

B. <u>Deliverables.</u> Services performed by Oracle under this exhibit shall be for the purpose of providing the following deliverables:

ID no.	TCM Stage	Deliverable	Description
D1	Focus	Data Validation Document	Redacted
D2	Focus	Oracle Project Plan	Redacted
D3	Focus	Familiarisation Workshops	Redacted
D4	Focus	Configuration Workbooks	Redacted
D5	Focus	Configured Oracle Cloud Application	Redacted
D6	Refine	Process Playbacks Completion	Redacted
D7	Refine	Configured Oracle Cloud Application	Redacted
D8	Refine	Validation assistance days	Redacted
D9	Refine	Updated Configuration Workbooks	Redacted
D10	Enable	Oracle cut-over plan	Redacted
D11	Enable	Configured Oracle Cloud Application	Redacted

D12	Live Operate	Post	go-live assistance	Redacted
		days		

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

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

A. Your Obligations.

- 1. If the Services are provided for on premise Products, maintain the properly configured hardware/operating system platform to support the Services.
- 2. If the Services are provided for on premise Products, obtain licenses under separate contract for any necessary Oracle software and hardware programs before the commencement of Services.
- 3. If the Services are provided for on premise Products, maintain annual technical support for the Oracle software and hardware with access to software patches and updates made available by Oracle under separate contract throughout the term of the Services.
- 4. If the Services are provided in an Oracle hosted cloud environment, obtain Cloud Services under separate contract prior to the commencement of Services under this exhibit and maintain such Cloud Services for the duration of the Services provided under this exhibit.
- 5. Provide Oracle with full access to the relevant documentation and the functional, technical, and business resources with adequate skills and knowledge to support the performance of Services.
- 6. Provide, for all Oracle resources performing Services at Your site, a safe and healthful workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, legally acceptable oxygen concentration levels, sound levels acceptable for resources performing Services in the workspace, and ergonomically correct work stations).
- 7. Provide any notices, and obtain any consents, required for Oracle to perform Services.
- 8. Limit Oracle's access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
- 9. You will be responsible for Environment Management.
- 10. You will be responsible for the management of any third parties.
- 11. If while performing Services Oracle requires access to other vendor's products that are part of Your system. You will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on Your behalf.
- 12. You will modify Your processes as necessary to comply with the Oracle Modern Best Practice processes and standard functionality of the Oracle Cloud Application.
- 13. You will provide all data required and in the format required by the standard Oracle application data loaders.
- 14. You will carry out any data cleansing and data corrections at source system prior to the start of the Focus phase of the project.
- 15. You are responsible for reconciliation of migrated data to confirm the data load successfully.
- 16. No identifiable employee or candidate data will be used in the development environment and You will provide obfuscated personal details for this environment.
- 17. You will be responsible for validation testing, including the scripting and execution of these validations.
- 18. Oracle HCM Cloud will be the employee master system. Therefore, You will be responsible for

synchronising all joiners, movers and leavers information/data needed for Oracle HCM Cloud.

- 19. You shall prepare a detailed cut-over plan for the tasks related to the operation of the business and for the tasks related to Your application.
- 20. If required by your security policy, You will ensure that the appropriate number of laptops are made available for the Oracle team in a timely manner in order to apply final configuration to production using Your laptops.
- 21. During post go-live assistance, You will provide one (1) test instance that will be a copy of the Production instance in terms of application configuration.
- 22. If Services are provided remotely, Oracle resources may provide Services via phone, a customerspecific web portal (if ordered), and/or electronic communication. You agree that Oracle resources may access Your systems, throughout the performance of Services, using an Oracle defined standard virtual private network (VPN) or Oracle Web Conference (OWC). If a network connection between Oracle and Your systems is required for Oracle resources to perform Services under this exhibit, You will provide access to Oracle as follows:
 - You are responsible for ensuring that (i) Your network and systems comply with specifications Oracle provides, (ii) all components of Your Oracle Application environment are accessible through the VPN or OWC, and (iii) the VPN is installed in a timely manner for Oracle to perform the Services.
 - You are responsible for acquiring and maintaining any equipment and performing any labor and/or activities necessary to set-up and maintain network connectivity at and to Your Oracle environment.
 - You will provide and maintain user accounts for, and access to, the VPN for the Oracle resources, including but not limited to, Oracle's onsite remote and offshore (i.e., located outside of the United Kingdom) resources.

Oracle is not responsible for network connections or for issues, problems or conditions arising from or related to network connections, such as bandwidth issues, excessive latency, network outages, and/or any other conditions that are caused by an internet service provider, or the network connection. If Your VPN client software and/or VPN infrastructure fails to allow Oracle access to perform Services under this exhibit, You agree to pay for any increased costs resulting from Your failure. Oracle will prepare an amendment to this exhibit for the change in the Services and fees resulting from such failure. If You do not review and approve such amendment within five (5) days after Your receipt thereof, Oracle may terminate its performance of Services under this exhibit.

- 23. You will establish an appropriate governance structure, working with Oracle that includes:
 - a) A Steering Committee consisting of members of Your management team (including your Project Sponsor) and both parties' Project Managers to review project progress, resolve strategic issues, and approve any deviations to the project approach, scope, methodology, cost and/or schedule. The Project Sponsor will also be in attendance (in person or by audio).
 - b) A Project Board which reviews (at least bi-weekly) a joint status report prepared by the Project Managers (Yours and the Oracle Project Manager) focusing on management by exception of the key upcoming milestones, any slippages to the plan, any issues or risks escalated from the Project Teams and agrees the appropriate mitigation actions and ownership/responsibility for actions.
 - c) Implementation of a Project Office to plan, track and report on project progress.
- 24. Appoint a Project Sponsor to oversee the Services and to participate on the Steering Committee. You will allow Oracle to nominate a representative to participate in Steering Committee meetings. Your Sponsor and the Oracle representative (Oracle Project Sponsor) will meet regularly before Steering Committees (and as required) to review project progress and agree appropriate actions to be taken by each organisation for the management of the project.
- 25. You will carry out all data extraction, manipulation and mapping activities.
- 26. You will carry out the data cleansing and data corrections at source system.
- 27. You will provide data exclusion requirements at a data object level.
- 28. You are responsible for reconciliation of migrated data to confirm the data load successfully. Required assistance will be provided by Oracle.
- 29. You will provide all data extraction and relevancy rules to define the depth of the data migration.

- 30. Provide all communication and technical infrastructure so that Oracle can access Cloud Services environments from Your offices or remotely.
- 31. You are responsible for the following activities within the programme:
 - a) Programme team, support organisation and end user training.
 - b) Execution of business change activities.
 - c) Overall project management.
 - d) Extracting data or consuming data in participating systems other than the Oracle Cloud applications.
 - e) Changes to any systems other than the Oracle Cloud applications.
 - f) Updates to any policies and procedures.
 - g) Any detailed process definition beyond the standard Oracle Modern Best Practice processes that Oracle will provide as inputs to the programme.
 - h) Extraction of data from Your current systems for data migration purposes and transformation into the format required by the standard Oracle data loaders.
 - i) Any data cleansing required.
- 32. You will be responsible for managing all End to End testing, System Integration testing, and Final Validation activities, including the scripting and execution of these validations. Oracle will provide assistance in the form of analysing issues identified and providing resolutions where relevant.
- 33. You will manage the relationships with all third parties that are in scope for integration and will ensure that these parties adhere to the overall programme plan.
- 34. Provide access to a testing tool for the documentation and reporting of testing progress and defects (such as JIRA or Application Lifecycle Management (ALM)). In the event that the tool is not known to the Oracle Consulting team, You will provide the required training for the Oracle consultants.
- 35. You will be responsible for provisioning test systems for all systems within scope and will establish required connectivity between these systems and the Oracle Cloud environments.
- 36. You will be responsible for Single Sign On (SSO) enablement.
- B. Project Assumptions.
 - 1. Owing to the uncertainties of the evolving Covid-19 situation, the provision of any on-site Services under this order is subject to the delivery resources being permitted and able to perform such Services taking into consideration applicable laws and regulations, including those pertaining to health, safety and mobility (whether in the country of service provision and/or the country of location of the delivery resources). If the provision of any on-site Services is negatively impacted due to circumstances related to or arising from the Covid-19 situation, Oracle and You agree to cooperate in good faith to review such impact and, if necessary, amend any resource plans, work plans, service specifications, time schedules and the like in accordance with the change control process of this order, including possibly putting in place an infrastructure (e.g. VPN) to enable a remote delivery of services. For the avoidance of doubt, this section is without prejudice to the parties' rights and obligations under the force majeure clause.
 - 2. Work will be performed by UK based and offshore based personnel. Personnel may not be UK nationals.
 - 3. All project documentation, presentations and project communication will be in the English language.
 - 4. Oracle will deploy standard security roles for employees, line managers and human resources (HR) professionals.
 - 5. Oracle will provide post go-live assistance from Monday to Friday during standard UK business hours only (excluding public holidays).
 - 6. Where services are provided offshore by Oracle Consulting Solution Center (OCSC) this will be provided in Oracle India normal working hours (9.30 a.m. to 6.00 p.m. India Time from Monday to Friday). No twenty four/seven (24x7) assistance will be provided.
 - 7. Use of the word "development" does not imply that Oracle's Development organization is involved in creating any special functionality for a certain product.
 - 8. The implementation methodology for the services is Oracle True Cloud Method for Cloud Applications.

- 9. Scope is limited to only two (2) process playback for all modules in the implementation.
- 10. Only Core HCM and Recruitment data will be included in the data migration activities.
- 11. Data import to Cloud HCM will be done using available HCM Data Loader (HDL) and spreadsheet loader templates, only.
- 12. Data will be loaded by a mixture of onshore (United Kingdom) and offshore (non-United Kingdom) consultants, which may include transmission of data outside the European Union ("EU").
- 13. All data will be in English.
- 14. Data migration will not include historic data, hence only migrating current, active records.
- Oracle HCM Cloud Services will be used for application deployment and infrastructure management. Two (2) dedicated Cloud HCM environments will be made available to Oracle for the provision of the Services.
- 16. You will be responsible for keeping Oracle HCM Cloud in sync with Your other systems, during the project duration and as Business As Usual (BAU) activities.
- 17. The version of Oracle Digital Assistant in use is assumed to be 20.08 or later.
- 18. The Digital Assistant solution is required to be setup on only three (3) environments Development, User Acceptance Testing and Production.
- 19. Digital Assistant conversation language would be English only.
- 20. The Digital Assistant will run within Oracle Cloud HCM and candidate portal using embedded Web Software Development Kit (SDK).
- 21. The Oracle Digital Assistant instance(s) is paired with the corresponding Oracle Cloud HCM environments.
- 22. Oracle Cloud HCM is assumed to be the source of truth for user data.
- 23. Application Programming Interface (API) services will use Token-based Security for Authorization purposes.
- 24. The Cloud HCM environment is accessible and the HCM Representational State Transfer (REST) APIs are available.
- 3. <u>Acceptance of Deliverables.</u> Upon completion of any deliverable set forth in Section 1.B of this exhibit, Oracle shall provide a copy thereof to You. At such time, if You request, Oracle will demonstrate to You that the deliverable conforms to the description specified for such deliverable in Section 1.B of this exhibit. You will be responsible for any additional review and testing of such deliverable in accordance with any mutually agreed test scripts as may be included in Oracle's project management plan. If the deliverable does not conform with the description for such deliverable specified in Section 1.B of this exhibit and/or any such test scripts, You shall have two (2) business days after Oracle's submission of the deliverable ("acceptance period") to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the deliverable for Your review and testing as set forth above. Upon accepting any deliverable submitted by Oracle, You shall provide Oracle with written acceptance of such deliverable. If You fail to provide written notice of any deficiencies within the acceptance period, as provided above, such deliverable shall be deemed accepted at the end of the acceptance period.
- 4. Fees, Expenses, and Taxes.
 - A. <u>Fees and Expenses</u>. You agree to pay Oracle the fee specified in Your Order for the Services and deliverables described in this exhibit. This fee does not include expenses or taxes. Once all deliverables are accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), the fee specified above becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on the acceptance date.

Expenses related to the providing of the Services and deliverables are specified in Your order. Such expenses will be invoiced monthly as they are incurred.

5. <u>Project Management.</u> You and Oracle each agree to designate a project manager who shall be responsible for coordinating its activities under this exhibit. You and Oracle each shall direct all inquiries concerning the Services to the other party's project manager. Your project manager shall have the authority to approve Services on Your behalf. Oracle's project manager shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

Appendix 1 – application configuration

The configuration of the Cloud applications by Oracle will be based on standard functionality only.

The scope for the configuration of the Oracle Cloud Applications is set out below.

- a) General Redacted
- b) Core HR Redacted
- c) Profile Management Redacted
- d) Recruitment Redacted

- e) Security Redacted
- f) Reporting Redacted
- g) Data Migration Redacted