

**ACS ORDERING DOCUMENT****Ordering Document Number:** GB-ACS-Direct-OD-1-JANGPQ.1-15-Aug-2017

Oracle Corporation UK Limited Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA <small>Oracle Corporation UK Limited is a company registered in England & Wales with Company No. 1782505 and with its registered office at Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA.</small>	Your Name: Your Address: Department for Work & Pensions Peel Park, Pink Zone, 2nd Floor West Wing Blackpool FY4 5ES United Kingdom
---	---

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

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

ACS Services Ordered	Part #	Reference	Fees	Estimated Expenses
Time and Materials Services A. Technical Account Manager II 1. Governance Assistance	N/A	Exhibit 1	-[REDACTED]-	- [REDACTED] -
Time and Materials Services B. Sr. Advanced Support Engineer 1. Specialized Technical Guidance and Assistance	N/A	Exhibit 1	-[REDACTED]-	- [REDACTED] -
Total Fees and Estimated Expenses			-[REDACTED]-	-[REDACTED]-

A. TERMS OF YOUR ORDER

1. Applicable Agreement: This order incorporates by reference the terms of the Master Agreement UK-PS-OMA-652015, all amendments and addenda thereto, (collectively, the "Agreement"). As used in this order, "You" and "Your" shall refer to the customer as defined in the Agreement. The following terms, as used in this order and the agreement whether or not capitalized, shall have the same meaning: "Agreement" and "Master Agreement"; "You" and "Your" and "Customer"; "Ordering Document" and "order"; "Services" and "services".

2. Payment Terms: Net 30 days from invoice date.

3. Currency: GBP.

4. Offer Valid through: 31-Aug-2017.

5. Term: The term of Services shall be 12 months from the effective date of this order ("Term").

6. Service Specifications: ACS Service Descriptions applicable to the ACS Services ordered may be accessed at www.oracle.com/contracts.

7. Customer Reference: Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.

DRAFT

8. Order of Precedence: In the event of any inconsistencies between (i) the Agreement and this order, this order shall take precedence, (ii) this order, (excluding exhibits) and any attached exhibits, the exhibits, including any subject matter addressed in the ACS Service Descriptions, shall take precedence. This order will control over the terms contained in any purchase order.

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

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

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

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

k. Perform back-up or archival reproductions of all software and data contained on all hardware system(s), and within any of Your systems or equipment that may be affected by the Services, prior to the commencement of the Services.

l. Prior to the commencement of Services, inform Oracle of any storage, server, system, application, equipment or environment modifications that may affect Oracle's performance of the Services.

m. Perform additional scope specific obligations as may be defined in the applicable exhibit(s) attached

DRAFT

DRAFT

hereto.

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

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

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

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

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

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

Notwithstanding the foregoing, the Annual and/or Fixed Scope Services identified in the ACS Services Ordered table above shall not be renewed if: (i) such Services are no longer generally available to

Oracle's commercial customers, (ii) You request to modify or replace the scope or terms of such Services, (iii) You are in breach of a material term of the Entire Agreement or (iv) after expiration of the second Renewal Term for performance of such Services. If You choose to not renew the Services, Oracle's obligation to perform the Services will cease on the last day of the then current Term.

DRAFT

DRAFT

B. ADDITIONAL ORDER TERMS

1. N/A

Department for Work & Pensions:	Oracle Corporation UK Limited:
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Ordering Document Effective Date: 15-Aug-2017	

Your Name: Department for Work & Pensions

Ordering Document Number: GB-ACS-Direct-OD-1-JANGPQ.1-15-Aug-2017

Exhibit Number: 1

This exhibit incorporates by reference the terms of your order.

Upon execution of the order, Oracle will make available to You the Time & Materials Services identified in the ACS Services Ordered table ("T&M Services"). You must notify Oracle in writing if and when You require performance of the Services. If You prepay for the Services then (i) the fee for the Services will be deducted from the credit and any unused credits will be forfeited as of the End Date (defined below) and (ii) Oracle's obligation to make the Services available shall end on the End Date. If You do not prepay, Oracle will invoice You for the Services as the Services are performed.

A. Time & Materials Services Ordered

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

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

B. Rates. T&M Services are provided on a time and materials ("T&M") basis; that is, except as otherwise set forth in section C. below, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

For a period of **12** months from the effective date of the order, the T&M Services will be provided at the rates set forth in the table below corresponding to (i) the day/time period ("Work Shift") when Services are performed and (ii) the scheduling of such Services ("Work Period"). Work Shift and Work Period are defined below.

Resource Level	Work Period ²	Work Shift ¹		
		Standard Business Hours Daily Rate*	Extended Business Hours Daily Rate*	Weekend & Holiday Daily Rate*
Technical Account Manager II From: United Kingdom	Standard Delivery	-[REDACTED]-	-[REDACTED]-	-[REDACTED]-
	Urgent Delivery	-[REDACTED]-	-[REDACTED]-	-[REDACTED]-
Sr. Advanced Support Engineer From: United Kingdom	Standard Delivery	-[REDACTED]-	-[REDACTED]-	-[REDACTED]-
	Urgent Delivery	-[REDACTED]-	-[REDACTED]-	-[REDACTED]-

The daily rates set forth above assume an eight (8) hour day. However, You will be invoiced in accordance with this section B. and except as otherwise set forth in section C. below, shall pay Oracle for all of the time each Oracle resource spends performing Services, which, in any given day, may be more or less than eight (8) hours per day, per resource.

¹
Work Shift. Oracle may deliver Services during the following work shifts:

DRAFT

- a. "Standard Business Hours." Hours between 8:00 am and 5:00 pm in the time zone of Your site and/or location specified in your order.
- b. "Extended Business Hours." Hours between 5:01 pm and 8:00 am in the time zone of Your site and/or location specified in your order.
- c. "Weekend." Hours beginning on Saturday 8:01 am in the time zone of Your site and/or location specified in the order and ending on Monday at 7:59 am.
- d. "Holiday." Hours at any time on any public holiday (as authorized by applicable law) in the time zone of Your site and/or location specified in your order.

2

Work Period. Oracle may deliver Services during the following work periods:

- a. "Standard Delivery." Services You have requested that Oracle commence no sooner than seventy two (72) hours after Oracle receives Your written request. Standard Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.
- b. "Urgent Delivery." Services You have requested that Oracle commence within seventy two (72) hours of Oracle's receipt of Your written request. Urgent Delivery rates shall apply from the initiation of such Services and shall remain in effect for the duration of such Services. In addition, You shall pay the applicable rate for the corresponding work shift in which the Services are performed.

C. Payments, Fees and Expenses.

The Service fee and expense estimates specified in your order are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the T&M Services, plus materials, taxes and expenses; such invoice may exceed the total estimated amount documented herein. Once fees for Services reach the estimate and upon execution of written agreement between the parties, Oracle will provide continuing Services on a T&M basis.

D. Project Management.

You shall designate a project manager who shall be solely responsible for (i) project management associated with this exhibit and (ii) direction of Services provided to You by Oracle under this exhibit. Oracle shall provide Services under this exhibit only under the direction of such project manager, who shall make all decisions in connection with anything relating to project management and direction under this exhibit.

During the provision of Services under this exhibit, Oracle shall report the status of Services to Your project manager once a month, including a summary of labor hours performed toward the estimated fees identified in the ACS Services Ordered table.

DRAFT