

# RM6194 BOS Order Form Template for Oracle Professional Services

## Order Form

**CALL-OFF REFERENCE:**

[REDACTED]

**THE BUYER:**

**UK Health Security Agency**

**BUYER ADDRESS:**

Manor Farm Road, Porton Down, Salisbury, SP4 0JG

**THE SUPPLIER:**

[REDACTED]

[REDACTED]

[REDACTED]

**REGISTRATION NUMBER:**

[REDACTED]

[REDACTED]

[REDACTED]

**SID4GOV ID:**

N/A

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Services and Deliverables as described in this Order Form.

It is issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software and related services.

### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms
2. Joint Schedule 1 (Definitions) **RM6194**
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6194**
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6194**
    - o Call-Off Schedule 1 (Transparency Reports)
    - o Call-Off Schedule 2 (Staff Transfer)
    - o Call-Off Schedule 3 (Continuous Improvement)
    - o Call-Off Schedule 20 (Call-Off Specification)
    - o Call-Off Schedule 23 (Supplier-Furnished Terms)

4. CCS Core Terms (version 3.0.10)
5. Joint Schedule 5 (Corporate Social Responsibility) **RM6194**

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### **CALL-OFF SPECIAL TERMS**

None

**CALL-OFF START DATE:** 01-SEP-2024

**CALL-OFF EXPIRY DATE:** 31-AUG-2025

**CALL-OFF INITIAL PERIOD:** Twelve (12) months

#### **CALL-OFF DELIVERABLES**

Subject to the "Deliverables Commercial Parameters" as attached as Annex A to this Order Form ("Annex A") and Part A of Call-Off Schedule 20 (Call-Off Specification), Call-Off Deliverables are as detailed in Part B of Call-Off Schedule 20 (Call-Off Specification) in accordance with Call-Off Schedule 23 (Supplier-Furnished Terms).

#### **MAXIMUM LIABILITY**

Subject to sections 3, 4, and 5 of Call-Off Schedule 23 (Supplier-Furnished Terms), the limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms except that under Clause 11.2 of the Core Terms the [REDACTED] alternative cap on liability shall not apply and the one hundred and twenty-five percent (125%) of the Estimated Yearly Charges cap shall apply as set out in section 4.2 of Call-Off Schedule 23 (Supplier-Furnished Terms).

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED] for taxes based on the Supplier's income. In addition to the Charges above, the Supplier will invoice the Buyer for any applicable shipping charges, and the Buyer will be responsible for such charges.

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

#### **REIMBURSABLE EXPENSES**

Expenses are reimbursable as follow:  
Expenses will be invoiced monthly as they are incurred.

## **PAYMENT METHOD**

### **1. Payment Terms**

- a. Net thirty (30) days from invoice date.
- b. The Buyer's order cannot be cancelled and the Buyer's payment of the sums is non-refundable. The Supplier will issue an invoice to the Buyer upon receipt of a purchase order or a form of payment acceptable to the Supplier.
- c. The Buyer may only retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call-Off Contract. The Buyer's right to retain or set-off amounts owed to it shall only apply where the Supplier has agreed that the amount is owed or the Buyer have 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.

### **2. Payment Frequency**

- a. Payment Frequency is in accordance with Section 2.C. Estimated Fees and Expenses, in Exhibit 1 to Call-Off Schedule 20.

## **BUYER'S INVOICE ADDRESS**

Manor Farm Road, Porton Down, Salisbury, SP4 0JG

## **BUYER'S AUTHORISED REPRESENTATIVE**



## **BUYER'S ENVIRONMENTAL POLICY**

Not Applicable

## **BUYER'S SECURITY POLICY**

Not Applicable

## **SUPPLIER'S AUTHORISED REPRESENTATIVE**



## **SUPPLIER'S CONTRACT MANAGER**

Same as stated above under Supplier's Authorised Representative section.

## **PROGRESS REPORT FREQUENCY**

Not applicable.

## **PROGRESS MEETING FREQUENCY**

Not applicable.

### **KEY STAFF**

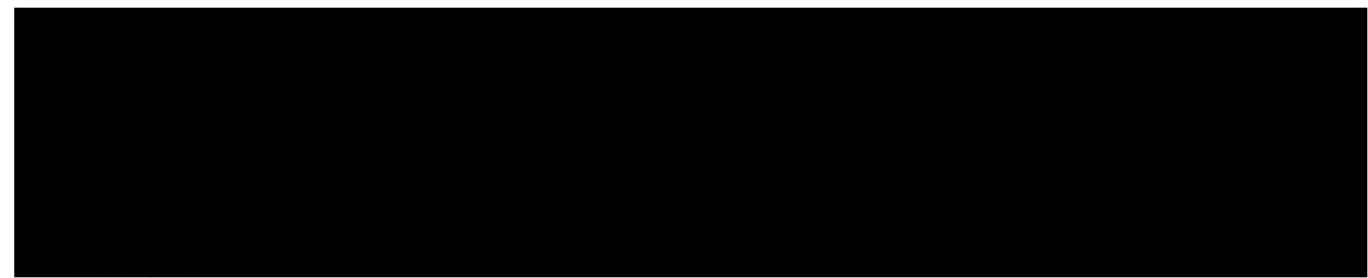
The decision as to which members of staff used to provide the Services remains with the Supplier.

### **KEY SUBCONTRACTOR(S)**

It is agreed that elements of the Services may be sub-contracted to Supplier Affiliates from time to time. Supplier also reserves the right to (i) sub-contract elements of the Services to non-Affiliate third parties and (ii) appoint Sub-Processors subject to and in accordance with the provisions set out in Call-Off Schedule 23 (Supplier-Furnished Terms).

### **COMMERCIALLY SENSITIVE INFORMATION**





**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

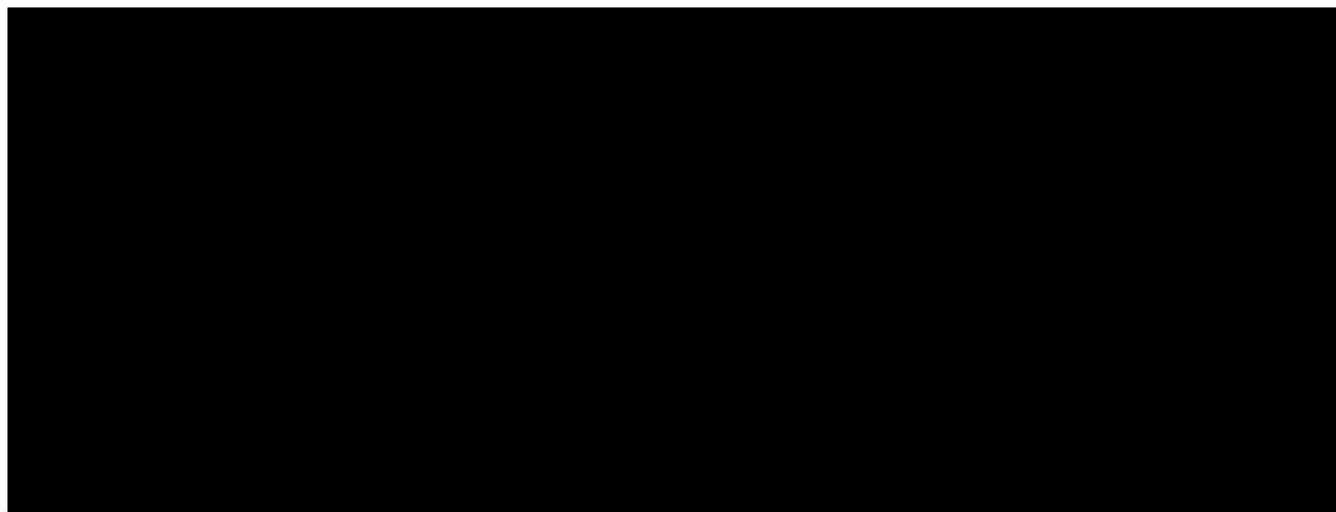
Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable



## Order Form Annex A

### Deliverables Commercial Parameters

References in Schedule to “**Supplier**”, “**Oracle**” “**we**,” “**us**,” or “**our**” are references to Oracle Corporation UK Limited and references to “**Buyer**”, “**You**”, “**Your**” are to the Buyer identified in the Order Form. Any capitalised terms not defined below in this Annex A shall have the meaning ascribed to them in Call-Off Schedule 23 (Supplier-Furnished Terms):

#### 1. Continuous Improvement / Change In Law

Subject to section 1.2 of Call-Off Schedule 23 (Supplier-Furnished Terms), updates and enhancements to the Services and Deliverables that are made generally available by us to our customers at no additional charge to their ongoing recurring charges shall be similarly provided to the Buyer at no increase in the Charges. Where, (i) pursuant to the Supplier’s Continuous Improvement obligations set out in the Call-Off Contract, the Supplier proposes a Variation in the Services which is not within the scope of the preceding sentence, or (ii) where there is a change in Law which is not within the scope of the preceding sentence, additional Charges may apply, such additional Charges to be agreed between the Parties as part of the Variation Procedure.

#### 2. Protection of Your Content

- 2.1. In order to protect Your Content (as defined in section 12 of Call-Off Schedule 23 (Supplier-Furnished Terms) provided to the Supplier as part of the provision of the Services, the Supplier will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>.
- 2.2. To the extent Your Content includes Personal Data, the Supplier will furthermore comply with the following:
  - 2.2.1. the relevant the Supplier’s privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
  - 2.2.2. the applicable version of the Data Processing Agreement for the Services (the “**Data Processing Agreement**”). The version of the Data Processing Agreement applicable to this Order Form (a) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference, and (b) will remain in force during the Call-Off Contract Period. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Supplier privacy policies), the terms of the Data Processing Agreement shall take precedence.
- 2.3. The Buyer is responsible for (a) any required notices, consents and/or authorisations related to the Buyer’s provision of, and our processing of, Your Content (including any Personal Data) as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Content, including, without limitation, any viruses, Trojan horses, worms or other harmful programming routines contained in Your Content, and (c) any use by the Buyer or the Buyer’s Users of the Services in a manner that is inconsistent with the terms of the Call-Off Contract. To the extent the Buyer discloses or transmits Your Content to a third party, the Supplier is no longer responsible for the security, integrity or confidentiality of such content outside of the Supplier’s control.
- 2.4. Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on the Supplier in addition to or different from those specified in the Service Specifications. If available for the Services, the Buyer may purchase additional services from us (e.g., the Supplier’s Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data the Buyer seeks to include in Your Content.



### 3. Standards and Accreditations

It is acknowledged by the Buyer that the Supplier has in place its own security plan, which has been prepared with Good Industry Practice and that this is sufficient to meet Your requirements and the requirements of the Call-Off Contract in this respect. Compliance with the specific requirements of Your own Security Policy is not therefore required and would be impractical for a standard service offering. Oracle currently has Cyber Essentials Certification for Oracle SaaS, Oracle Cloud Infrastructure and Oracle University. For all other services ordered under a Call-Off Order [REDACTED]

Standards and Accreditations (including any of those mentioned in Framework Schedules 1 and 9 and Joint Schedule 5) are to apply to the provision of the Services under a Call-Off Contract, these must (apart from those required by applicable Law) be explicitly set out in the applicable Call-Off Order Form signed on behalf of the parties.

### 4. TUPE and Pension Provisions

Call-Off Schedule 2 shall be modified in accordance with this Paragraph 4. The Parties do not intend that any of the Buyer's employees and any other person who prior to the commencement of any Services provided the Services or services similar to the Services for or on behalf of the Buyer will become employees of the Supplier or any sub-contractor of the Supplier upon the commencement of any Services pursuant to the Employment Regulations. Furthermore, the Parties do not intend that any Supplier employees and/or any other person who provides the Services for or on behalf of the Supplier will become employees of the Buyer or any Replacement Sub-Contractor pursuant to the Employment Regulations upon termination of the Services (whether in whole or in part). Accordingly, Call-Off Schedule 2 Parts C and E are applicable. For the purposes of Part C clause 2 shall be deleted. For the purposes of Part E, no employees should be included on the Supplier's Final personnel List. Accordingly, the provisions of clauses 1.5 to 1.7 of Part E shall not apply. Where the Supplier is the incumbent supplier, Part D shall not apply. The Supplier shall continue to abide by its pension obligations towards its own staff.

### 5. Insurances

Joint Schedule 3 shall be modified in accordance with this Paragraph 5. It is assumed that no Additional Insurances are required. It is acknowledged and agreed that Oracle retains discretion as to which facts and circumstances related to third parties it decides to notify to insurers and clauses 2, 3, 6 and 7.1 are modified accordingly. It is also agreed that Oracle's sole obligation with regard to confirming the existence of the insurances is to provide, following a request by the Buyer, confirmation of cover as issued by the broker / insurer in question. For the avoidance of doubt, Oracle is under no obligation to notify the Buyer or CCS of any claim affecting any of the insurances which is unrelated to the Buyer. Oracle is also under no obligation to notify the Buyer or CCS of any matter unrelated to the Buyer which might give rise to a claim under any of the insurances maintained by Oracle and clause 7.2 is modified accordingly. It is accepted by the Buyer that not all Oracle insurances have an express 'indemnity to principals' provision.

## Joint Schedule 11 (Processing Data)

### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
  - (a) **"Controller"** in respect of the other Party who is "Processor";
  - (b) **"Processor"** in respect of the other Party who is "Controller";
  - (c) **"Joint Controller"** with the other Party;
  - (d) **"Independent Controller"** of the Personal Data where there other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller.
3. The Processor shall notify the Controller with undue delay if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Personal Data Breach;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));



- (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
  - (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
    - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
    - (ii) the Data Subject has enforceable rights and effective legal remedies;
    - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
    - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 6. Subject to paragraph 7 of this Joint Schedule 11, the Processor shall notify the Controller with undue delay if in relation to it Processing Personal Data under or in connection with the Contract it:
  - (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Personal Data Breach.
- 7. The Processor's obligation to notify under paragraph 6 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
- 8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:

#### **Joint Schedule 11 (Processing Data)**

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- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Personal Data Breach; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### **Where the Parties are Joint Controllers of Personal Data**

- 16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 1 to this Joint Schedule 11 (*Processing Data*).

## Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 7 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 of the GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 of the GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
28. Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Joint Schedule 11.

## Annex 1 to Joint Schedule 11 (Processing Data)

### Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are as notified to Supplier from time to time in writing.
- 1.2 The contact details of the Supplier's Data Protection Officer are as detailed in the Supplier Privacy Policy at: <https://www.oracle.com/legal/privacy/>.
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller in accordance with the Supplier Data Protection Agreement at: <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Relevant Authority is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><i>Personal Information that Supplier processes on the Relevant Authority's behalf for the provision of the services.</i></li> </ul>
	<p><b>The Supplier is Controller and the Relevant Authority is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li><i>Not applicable</i></li> </ul>
	<p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li><i>Not Applicable</i></li> </ul>
	<p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></li> <li><i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i></li> </ul>

<b>Duration of the Processing</b>	Supplier may Process Personal Information during the term of the Call-Off Order and to perform its obligations relating to the return or deletion of such Personal Information, unless otherwise required by applicable law.
<b>Nature and purposes of the Processing</b>	Supplier may Process Personal Information as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.
<b>Type of Personal Data</b>	In order to perform the Services and depending on the Services the Relevant Authority has ordered, Supplier may Process some or all of the following categories of Personal Information: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; 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; 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; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; IP addresses and online behavior and interest data.
<b>Categories of Data Subject</b>	Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Relevant Authority's representatives and end users, such as Relevant Authority's employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.
<b>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</b>	Following any applicable retrieval period, the Supplier will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Supplier systems or Services environments, except as otherwise stated in the Supplier's Service Specifications or elsewhere in the agreement.

**Call-Off Schedule 1 (Transparency Reports)**

1. The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>)). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.
2. Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.
3. If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
4. The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.



## Annex A to Call-Off Schedule 1 (Transparency Reports)

### Annex A - List of Transparency Reports

It is agreed that no transparency reports are required to be delivered by the Supplier as the Buyer will have access to relevant information through the governance process applied to all ACS services. A Technical Account Manager ("**TAM**") is allocated to the contract and is responsible for the deliverables as set out in the Order Form and relevant exhibit to Schedule 20. Monthly reporting will provide metrics on the Service Availability Level for Services that the Buyer purchased under its order. There are no Service Availability Level for Oracle Consulting Services.

The TAM will also be able to provide access other information about the ACS services. The types of information are subject to change but, as at the date of this Order Form, include:

- **Service details** e.g. service status, utilisation & availability,
- **Critical notifications** relating to a customer's services e.g. maintenance notices, incident notifications & root cause assessment information
- **Reports** relating to a customer's services e.g. usage, security assurance statements, audit reports, user experience insight reports

Any services information provided by Supplier will be deemed to be confidential and may be commercially sensitive. Before disclosing any such information to a third party or making such information publicly available, the Buyer must consult with the Supplier and take into account the Supplier's representations relating to such disclosure. Except to the extent required by law, such information will not be published or disclosed without Supplier's prior written consent.

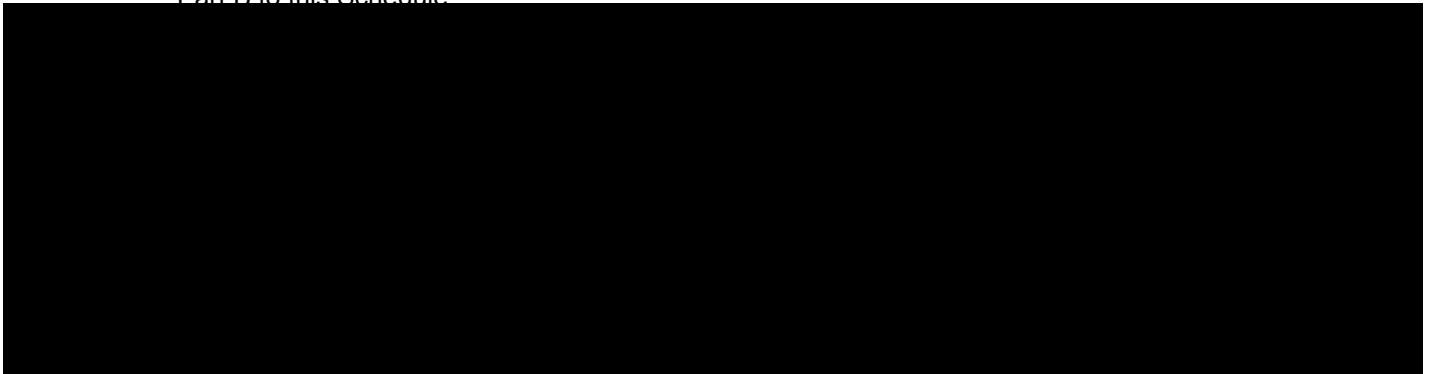
## Call-Off Schedule 20

### Call-Off Specification for CCS Framework RM6194

This Schedule sets out the characteristics of the Deliverables under this Call-Off Contract and terms and conditions of the Supplier that apply specifically to certain types of Oracle Professional Services which may be different than, or in addition to, the terms in Call-Off Schedule 23 (Supplier-Furnished Terms). References in Schedule to “Oracle” “we,” “us,” or “our” are references to Oracle Corporation UK Limited and references to “You” or “Your” are to the Buyer identified in the Order Form.

#### A. SERVICES

1. You have ordered the Services listed in the table below and detailed in the attached Exhibit under Part B to this Schedule:



#### B. DELIVERABLES

You have ordered the Services detailed in Section A above as further detailed in the attached Exhibit(s) in this Section B as follows, which are incorporated herein by reference.

#### C. ADDITIONAL ORDER TERMS

1. The notice period for the Buyer to terminate this Call-Off Contract pursuant to clause 10.2.2 of the Core Terms shall be thirty (30) days, rather than three hundred and sixty-five (365) days.
2. The content of Section 11.13 of Call-Off Schedule 23 shall be deleted in its entirety and replaced as follows:

“Termination – should the Buyer exercise the right to terminate without cause contained in clause 10.2.2 of the Core Terms or if Oracle validly terminates any Call-Off Contract in accordance with the terms of the Call-Off Contract, the Buyer shall nevertheless be obliged to forthwith pay an amount equal to the Charges that would be payable under Section 2. Rates, Estimated Fees and Expenses, and Taxes, in Exhibit 1 to Call-Off Schedule 20.”

3. The content of Section 4.2 of Call-Off Schedule 23 shall be deleted in its entirety and replaced as follows:

Under clause 11.2 of the core terms, [REDACTED] alternative cap on liability shall not apply and therefore clause 11.2 will be deemed to read as follows:

*“Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than one hundred and twenty-five percent (125%) of the Estimated Yearly Charges.”*

4. Oracle Affiliates and Sub-Processors

(a) Section 11.1 of Call-Off Schedule 23 shall be deleted in its entirety and replaced as follows:

11.1 It is agreed that elements of the Services may be sub-contracted to Oracle Affiliates from time to time. Without getting prior approval from the Buyer, Oracle also reserves the right to appoint Sub-Processors subject to and in accordance with the following provisions. Oracle maintains lists of Sub-Processors. These Sub-Processor lists are available via My Oracle Support Document ID 2121811.1 (or other applicable primary support tool, user interface or contact provided for the cloud services, such as the NetSuite Support Portal). If You would like to receive notice of any intended changes to these lists of Subprocessors, You can sign up per the instructions on My Oracle Support, Document ID 2288528.1. Where a sign-up mechanism is not available, Oracle will provide you notice of intended changes.

(b) The content of Section 11.2 of Call-Off Schedule 23 shall be deleted in its entirety and replaced with "*Intentionally left blank.*".

5. Consent to Use Subcontractors

Notwithstanding anything to the contrary in the Policies, the Supplier will not retain any third party subcontractors to perform Services on the Supplier's behalf without the Buyer's written consent. Subject to the terms and conditions of, and to the same extent as the Supplier is responsible for the performance of its employees, the Supplier shall be responsible for the performance of services by any subcontractors engaged by the Supplier to perform such services under this Order Form.

## Exhibit 1 to Call-Off Schedule 20

### 1. Description of Services.

#### A. Services.

Oracle will provide implementation Services in relation to its Cloud applications for Your Oracle Human Capital Management (HCM) project ('project'), as set out in this section 1.

#### I. **Definitions**

Within this Exhibit, the following definitions will apply:

- **"Standard Functionality"** shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
- **"Oracle Modern Best Practices"** shall mean the collection of standard module functionality and standard usage of the Oracle Cloud Applications and Processes.
- **"Solution Led"** shall mean an approach to application design and configuration that starts from pre-defined processes and associated application functionality.
- The use of the term **"solution"** is intended to refer to an approach to Your project and is not intended to bind Oracle to "solve" any issues or problems.
- **"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.

#### II. **Activities and Project Approach**

Where relevant, Oracle will follow its Oracle True Cloud Method (TCM) to perform the Services, with the basis for the implementation being the adoption of common Oracle Modern Best Practice processes across Your organization. The implementation is based on a solution led approach, with the understanding that You will adapt Your business processes to use the standard functionality of the Oracle Cloud applications.

In relation to Your Oracle Cloud HCM application, Oracle will undertake the activities outlined below for Your project:

- Project Planning
- Assistance with Optimization activities, as described in section II.b below.
- Assistance with Oracle Applications Reporting
- Integration
- Data Migration
- Validation

These activities are further defined below.

##### a. **Project Planning**

Working with Your Project Manager and Project Sponsor, define and plan the project by preparing:

1. A Project Management Plan (PMP). The PMP will cover the approaches to delivery, the organisational structure of the project team, and the procedures to be used during the project for status reporting, project communications management, risk and issue management, escalation management, and project change management; and
2. A project work plan for running and managing the project and the activities that Oracle will be responsible for. The project workplan will be agreed between the parties.

3. Working with Your Project Manager and Project Sponsor, establish the project governance required to manage the project. This will include the establishment of a joint Project Office to maintain the project work plan and to prepare status reports for Workstream, Project and Steering Committee meetings (as agreed).

**b. Assistance with Optimization activities**

Oracle will, over a period of twenty-six (26) elapsed weeks, provide You up to three hundred and ten (310) days of assistance with optimization activities that are identified by You and agreed with Oracle, in relation to Your current Oracle Cloud HCM application's modules and functionality which are set out in this sub-section 1.A.II.b below.

Each identified and agreed optimization activity is referred to as an 'optimization activity', and these are collectively referred to as 'optimization activities'.

- a. Core HCM
  - i. HR (Human Resources) Administrator Process
  - ii. Employee Self Service (ESS)
  - iii. Manager Self Service (MSS)
  - iv. Pending Workers
  - v. Journeys
  - vi. Document of Record
- b. Absence Management
  - i. Accruals
  - ii. Buy and Sell Leave
  - iii. Annual leave Hours to Days
  - iv. Family leave
  - v. Work schedules
- c. HR Helpdesk
  - i. Oracle Redwood functionality Update as may be agreed
  - ii. Case Management
  - iii. Inbound email configuration
  - iv. Microsoft Teams integration
- d. HCM Reporting and Notifications
  - i. Line Manager Infolets
  - ii. Employee Letter Automation
  - iii. Absence notifications
  - iv. HR Helpdesk notifications

Oracle will facilitate up to nine (9) half day workshops of up to four (4) hours each, over three (3) elapsed weeks to ascertain and assess the requirements in relation to the optimization activities.

For each Optimization activity described in this subsection b. above, requiring Oracle assistance, Oracle will:

- (i) Review the optimization activity with You and confirm configuration change(s) relevant to that optimization activity.
- (ii) At Your direction Oracle will configure the change(s) referred to in subsection 1.A.II.b.(i) above as follows:
  - a) Make the configuration change(s) in Your development (Dev) environment and conduct a unit test of the implemented configuration change(s);
  - b) Play back the configuration change(s) to You in Your Dev environment for your review;
  - c) Assist You with Your testing activities and deployment of the configuration change(s) into Your designated Test environment, and once the deployment method is approved by You either:

- 1) assist You in deployment into Your Production environment, or
- 2) deploy into Your production environment at Your request.

**c. Assistance with Oracle Application Reporting**

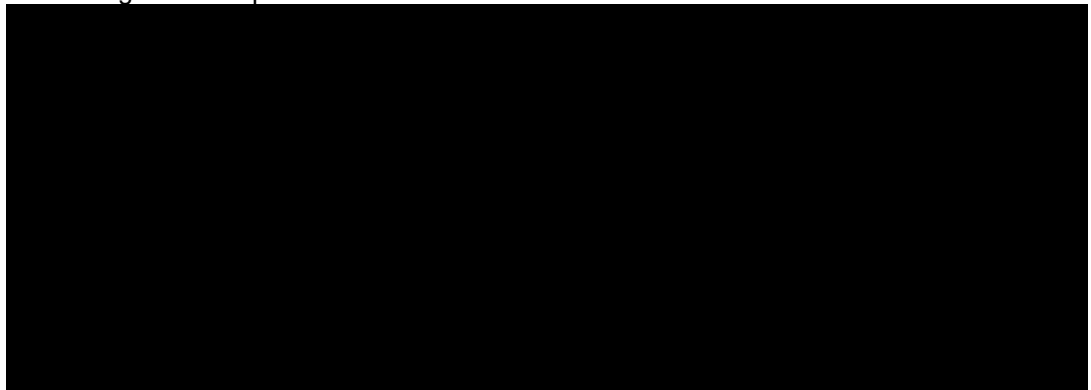
At Your direction, Oracle will provide You with up to thirty (30) days to assist You with advice, guidance, and activities that are agreed by the parties, on Your Oracle Cloud HCM, Oracle Transactional Business Intelligence (OTBI) and Oracle Business Intelligence Publisher (BIP) applications' reporting-related functionalities.

**d. Integration**

Oracle will provide up to forty-four (44) days to develop components for the integrations detailed in the Integration Scope table below. To extract data from Your Oracle HCM Cloud applications for outbound integrations Oracle will use the appropriate tool (i.e., HCM Extract, Business Intelligence Publisher Reports). The extracted data files will be placed in a staging area for further processing. If the outbound integrations require further transformation, then Microsoft Azure or a third-party application will be used by You to perform the transformation. Microsoft Azure or a third-party application will be used by You to move the extracted file to Your target application Secure File Transfer Protocol (SFTP) location.

The following inbound/outbound integration will be performed based on Oracle Integration Cloud (OIC), for the data integration between Oracle HCM Cloud application(s) and Your internal/external systems.

Integration Scope Table



load into the target system.

'Outbound' refers to the interface that will take data from the source and load into the agreed template.

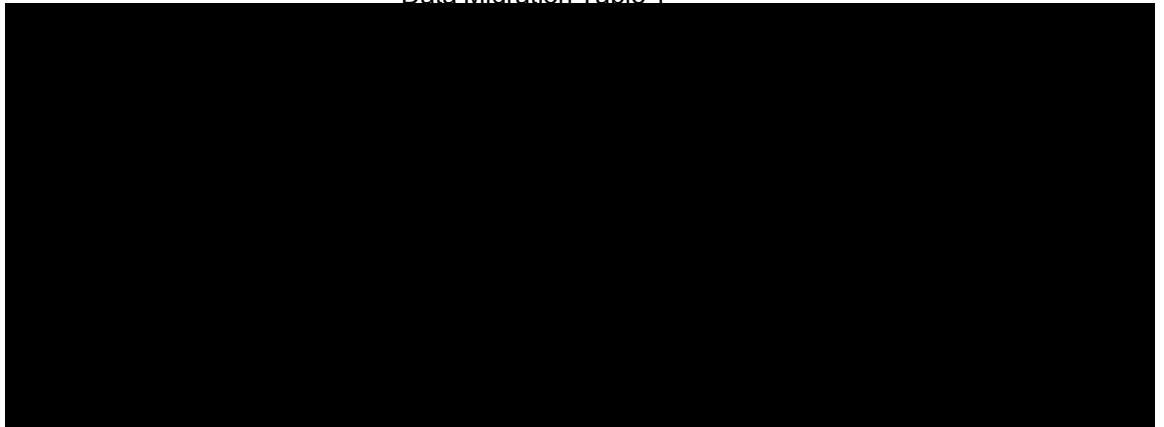
The activities that will be performed for the outbound integrations listed above are:

- Write a Functional Design Specification for the extract files;
- Write a Technical Design Specification for the extract files;
- Write and unit test, the extract file from Oracle HCM Cloud;
- Review Integration Test scripts;
- Provide implementation instructions to You for the integration components;
- Provide assistance for Your integration testing activities;
- Provide assistance to deploy Your integrations into production.

**e. Data Migration**

At Your direction, Oracle will provide up to forty-eight (48) days to Load current/active Worker records for the data objects listed in Data Migration Table 1 below.

Data Migration Table 1



completed by You, from Your legacy application(s) into the Oracle Cloud HCM application.

Data load templates will be provided by Oracle. These set out the format by which each relevant data object (and associated attributes) must be supplied for the data to be appropriately loaded into the relevant Oracle Cloud Services environment. These templates will form the baseline of data that You will extract from legacy systems or data platform.

Additionally, Oracle will provide up to ten (10) days advice and guidance to assist You with:

- a. Mapping of the data load templates for Your completion, ready for Oracle to use for data load.
- b. Addressing defects related to data migration one (DM1) activities referred to immediately below.

Oracle will perform two (2) iterations of data load as follows:

- In the first (1st) iteration (DM1), Oracle will load a full set of data into Your non-production environment. This will consist of two (2) cycles to evaluate and address defects.
- In the second (2nd) iteration (DM2), Oracle will load a full set of data into Your production environment.

For each data migration iteration, Oracle will provide summary reports (e.g., number successfully loaded, number failed). You will resolve exceptions and errors.

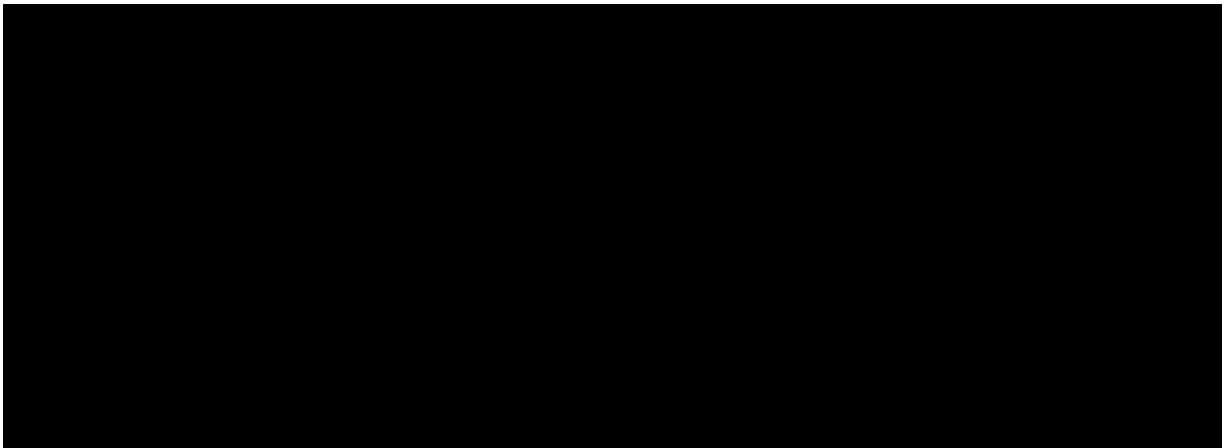
**f. Validation**

You will be responsible for managing the validation of integrations and the optimisation activities performed in relation to the project, including the scripting and execution, along with the release management process into production.



2. Rates, Estimated Fees and Expenses, and Taxes.

- A. The Services are performed on a time and materials ("T&M") basis; that is, You shall pay Oracle for the actual time spent performing the Services, plus materials, taxes, and expenses. In the event that You terminate this Call-Off Contract earlier for any reason, You shall pay, on demand, all fees and expenses (including those expenses for which Oracle has become obligated in connection with the Services) and taxes that have accrued or are otherwise due and payable for the Services under this Order Form through the effective date of termination at the T&M rates as set forth in Section 2.B, in this Exhibit 1. For the avoidance of doubt, there is no obligation for You to utilize all of the Services as described in this Exhibit 1 to Call-Off Schedule 20. For clarity, when exercising this clause, the end of the Call-Off Contract Period will become the effective date of termination. You and Oracle each will use reasonable efforts to mitigate fees and expenses in the event of such termination.
- B. Rates. For a period of one (1) year from the Call-Off start date, the Services will be provided at the rates set forth below. Thereafter, unless otherwise agreed by You and Oracle in an amendment, the Services will be provided at Oracle's consulting rates in effect when the Services are performed.



The Daily Rates above assume an eight (8) hour day. However, You will be invoiced in accordance with this Section and shall pay Oracle for all of the time each Oracle resource spends performing the Services, which may be more or less than eight (8) hours per day per resource.

- C. Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee and expense estimates specified within the table in Call-Off Schedule 20, Section A, subsection 1 are intended only to be for Your budgeting and Oracle's resource scheduling purposes, and may exceed the specified totals; these estimates do not include taxes. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.
3. Project Management.  
You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services.
4. Status Reports & Meetings.

Oracle will provide fortnightly status reports, and You will provide written replies to such reports, with information on estimated then-current resource effort consumed and Your corresponding spend on the Services, relative to the forecasted scope and estimated budget for the Services, progress, schedule, risks, issues, and problems. The project managers will also meet at times and places agreed upon by them to discuss the Services.

## 5. Your Cooperation.

You will:

- A. 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 project progress, 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.
- B. Ensure Your nominated personnel attend sessions and/or meetings led by Oracle, be responsible for providing Oracle with the list of attendees and assist Oracle with the scheduling of sessions and meetings.
- C. Appoint Subject Matter Experts (SMEs) for the in-scope optimisation activities and Oracle Application reporting-related activities described in section 1.A Description of Services, to take responsibility for the design and testing activities.
- D. Ensure Your technical and functional personnel have the necessary process knowledge and are empowered to make decisions.
- E. Make available all required project documentation created from Your current relevant Oracle Cloud implementation that Oracle will require for the scope of this exhibit.
- F. You will be responsible for the following activities within the programme:
  - a. Providing the file specifications for any integrations that Oracle may need for the scope of services in this exhibit.
  - b. Data migration, including cleanse, extract and transformation of Your data and the correction of any issue that causes the data to fail to load.
  - c. Populate Oracle provided Data Migration templates in a timely manner.
  - d. Ensuring that Your personnel have appropriate access to Your third party applications and contractors, such as Your legacy systems and Microsoft Teams, to extract information or put through relevant changes; where relevant, be responsible for ensuring that such third parties and contractors align with and meet the project timelines
  - e. Management, scripting and execution of System Integration testing and creation of appropriate test data, in relation to the activities described in section 1.A.II.d Integration above.
  - f. Management, scripting and execution of testing in relation to Optimization changes and creation of appropriate test data, in relation to the activities described in section 1.A.II.b above.
  - g. Oracle Cloud Environment Management during the life cycle of the project and will provide the necessary access to the Oracle consultants in a timely manner, and inform and consult Oracle on Your environment plans.
  - h. You will be responsible for organisational change management where relevant, in relation to the activities performed by Oracle pursuant to the project.
  - i. You will be responsible for the development and execution of Your End User training.
- G. You will modify Your processes as necessary to comply with the Oracle Modern Best Practice processes and standard functionality of the Oracle Cloud Application.

## 6. Project Assumptions.

- A. All project documentation, presentations and project communication will be provided in English. Your data will be in English.
- B. Oracle staffing will be local onshore consultants.
- C. All services will be performed remotely, unless agreed in advance by the Project Managers.
- D. Working hours in respect of the work performed will be between 9AM-5PM during Oracle UK's business working hours.

- E. Except to the extent expressly stated in the scope section of this document, the use of the terms "integrate" and "integration" throughout this document is not intended to mean that Oracle will ensure (i) the physical or functional integration of Oracle products with external legacy systems, third party products and/or other software applications; (ii) the functioning of Oracle products as a coordinated whole with such external legacy systems, third party products and/or other software applications; or (iii) any non-standard integration between Oracle products. Rather, the terms are used to refer to the overall concept of data exchange between the Oracle products and other systems, products or applications identified in this document, and may include interfacing and/or other methods of integration or interoperation as described in the scope section of this document.
- F. In relation to the optimization activities pertaining to the Core HCM Module, the Oracle HCM Core Redwood upgrade will be considered by the parties as such activities are being performed; where determined by Oracle as being relevant, the parties will, while prioritizing the optimization workload in accordance with the T&M scope described in section 1.A.II.b.a of this Exhibit, need to agree the process and content of such update/upgrade.

## Call-Off Schedule 23

### Oracle 'Supplier-Furnished Terms' for CCS Framework RM6194

#### Oracle Professional Services

These Terms represent the Supplier-Furnished Terms as envisaged by the above Framework Contract entered into between Oracle and the Authority. 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 Supplier-Furnished Terms.

Please note – Buyers can pre-purchase Universal Credits from Oracle which can be utilised to acquire a range of products and services from Oracle. If any Call-Off Contract under the Framework involves the purchase of Universal Credits, these should only be redeemed for services which are provisioned from within the UK. Should you opt for services which are provisioned from outside the UK these will not be governed by the contracts established by the Framework but will instead be deemed to be purchases subject to the applicable Oracle standard terms and conditions in force from time to time related to the Service in question.

**References in these Supplier-Furnished Terms to “Oracle” “we,” “us,” or “our” are references to Oracle Corporation UK Limited and references to “You”, “Your” are to the Buyer identified in the Order Form.**

#### 1. Use of the Services

- 1.1. You have the non-exclusive, worldwide, limited right to use the Services and Deliverables during the relevant Call-Off Contract Period for the provision of Oracle's cloud services, unless earlier terminated in accordance with the Call-Off Contract, solely for Your internal business operations. You may allow Your Users to use the Services for this purpose, and You are responsible for their compliance with the Call-Off Contract. For the avoidance of doubt, the licence granted in respect of the Services and Deliverables does not include the right for the Buyer to authorise use by a Replacement Supplier or include any right to change or modify the Services or the Deliverables (other than for configuration options present within the Services / Deliverables themselves).
- 1.2. The Service Specifications (as defined in section 12 below) describe and govern the Services. The Services offered under this Framework are standard Oracle service offerings and you are responsible for selecting the Services to meet your requirements. During the Call-Off Contract Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content. Oracle updates to the Services or Service Specifications will not materially reduce the level of performance, functionality, security or availability of the Services during the Call-Off Contract Period. Oracle will endeavour to give as much notice as possible of any new version of the software used to provide the Services but the Buyer recognises that it may not be practical to give three (3) months' advance notice of a new version, particularly where such new version is issued to address a potential Defect affecting the Services.
- 1.3. You 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 Oracle'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 we have, we have 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 policy.

#### 2. Ownership Rights and Restrictions

- 2.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content. We or our licensors retain all ownership and intellectual property rights in and to the Services, Deliverables, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement including all New IPR (except for any New IPR arising in relation to Your

- Content) and any Specially Written Software.
- 2.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your Order Form, 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.
  - 2.3. You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with the Call-Off Contract. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.
  - 2.4. 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 or Deliverables (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 the Call-Off Contract. For the avoidance of doubt, no element of the software used to provide the Services or created in the course of the provision of the Services can be published by the Buyer as 'open source'.

### **3. Warranties, Disclaimers and Exclusive Remedies**

- 3.1. Each party represents that it has validly entered into this Call-Off Contract and that it has the power and authority to do so. We warrant that during the Call-Off Contract Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications and that any Deliverables will be produced using commercially reasonable skill and care and comply in all material respects as described in the Service Specifications. This warranty replaces all other performance or functionality related warranties, conditions or other requirements related to the quality or functionality of the Services / Deliverables. If the Services provided to You were not performed or if the Deliverables do not perform as warranted, You must promptly provide us with a written notice that describes the deficiency (including, as applicable, the service request number notifying us of the deficiency). A Rectification Plan may be required from Oracle only where the production of such a plan is reasonably required given the nature of the deficiency in question. We will notify you promptly if we become aware that any of the warranties and representations made by us pursuant to clause 8 of the Core Terms has become untrue or misleading.
- 3.2. **WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED OR THAT THE DELIVERABLES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES OR DELIVERABLE ERRORS, OR THAT THE SERVICES / DELIVERABLES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES / DELIVERABLES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**
- 3.3. **FOR ANY BREACH OF THE SERVICES / DELIVERABLES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES / DELIVERABLES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY 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 (AND FOR DELIVERABLES, PAID FOR THE DELIVERABLE IN QUESTION).**
- 3.4. **TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES IN THESE SUPPLIER-FURNISHED TERMS 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.**
- 3.5. Dates for delivery or performance specified in the Implementation Plan or otherwise contained in the Call-Off Contract are estimates only and time shall not be 'of the essence'. Failure on the part of Oracle to comply with such dates shall not automatically constitute a material Default. If Oracle becomes aware that there is, or there is reasonably likely to be, a Delay it shall notify the Buyer as soon as practically possible but the two (2) Working Days limit references in clause 5.1 of Call-Off Schedule 13 shall not apply.

#### **4. Limitation of Liability**

- 4.1. **IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, SALES, DATA OR DATA USE. ORACLE'S LIABILITY FOR RESTORING DATA WHERE BUYER CONTENT ITSELF IS UNAVAILABLE, CORRUPTED OR UNUSABLE FOR ANY REASON (INCLUDING AS A RESULT OF MALICIOUS SOFTWARE) SHALL BE LIMITED TO MAKING AVAILABLE THE LATEST AVAILABLE BACK UP COPY OF BUYER CONTENT (WHERE THE BUYER HAS CONTRACTED FOR DATA BACK UP SERVICES FROM ORACLE) AS SOON AS REASONABLY POSSIBLE AFTER BEING NOTIFIED OR BECOMING AWARE OF THE ISSUE IN QUESTION. ORACLE SHALL HAVE NO LIABILITY TO THE BUYER IN DAMAGES AND SHALL BE ENTITLED TO RENDER ADDITIONAL CHARGES IN RESPECT OF TIME SPENT ASSISTING THE BUYER TO RESTORE BUYER DATA WHICH HAS BEEN DAMAGED BY MALICIOUS SOFTWARE IN CIRCUMSTANCES WHERE DAMAGE WAS CAUSED NOTWITHSTANDING ORACLE'S COMPLIANCE WITH ITS OBLIGATIONS TO USE UP TO DATE VIRUS CHECKING SOFTWARE IN ACCORDANCE WITH THE APPLICABLE SERVICE SPECIFICATIONS.**
- 4.2. **UNDER CLAUSE 11.2 OF THE CORE TERMS, THE £5,000,000.00 ALTERNATIVE CAP ON LIABILITY SHALL NOT APPLY.**
- 4.3. Oracle's liability in respect of breaches of clause 14 of the Core Terms shall be governed by relevant provisions of common law applicable to the recovery of damages and shall not be subject to an indemnity. The cap on liability in clause 11.6 of the Core Terms 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 11.1 of the Core Terms.

#### **5. IPR Indemnification**

- 5.1. The indemnity in clause 9.5 of the Core Terms shall be limited to those amounts awarded by the courts to the third party claiming infringement or agreed to be paid by Oracle as part of an agreed settlement.
- 5.2. If either of the alternatives referred to in clause 9.6 of the Core Terms are not commercially reasonably available, Oracle may, without prejudice to the right of the Buyer to claim damages for breach of the warranties in clause 8 of the Core Terms, end the license for the applicable Services or Deliverables and refund any unused, prepaid fees the Buyer may have paid for such Services / Deliverables.
- 5.3. The rights and remedies in clauses 9.5 and 9.6 of the Core Terms (as amended by the provisions of this section 5) provides the parties' exclusive remedy for any IPR Claims or related damages.

#### **6. Termination**

- 6.1. Before exercising any right to terminate the Call-Off Contract in respect of any Default which is capable of remedy or before exercising any other right, you agree to permit Oracle a reasonable opportunity to remedy the breach in question.
- 6.2. Rights to terminate any Call-Off Contract for misrepresentation or for breach of clause 14 of the Core Terms only apply where the misrepresentation or default in question is material in the context of the Call-Off Contract for the Services provided under the Order Form. In respect of Services of any other matter that are unrelated or unconnected to the Default in question the rights of termination do not apply.
- 6.3. Rights to terminate any Call-Off Contract in part rather than in its entirety can only apply where the component of the Contract which has not been terminated represents a viable standalone service.
- 6.4. We may suspend Your or Your Users' access to, or use of, the Services if we believe that (a) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services (or similar services provided to other Oracle customers); (b) You or Your Users are accessing or using the Services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this Section shall not excuse You from Your obligation to make payments under this Call-Off Contract.
- 6.5. At the end of the Call-Off Contract Period, we will make Your Content (as it existed at the end of the Call-Off Contract Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in the

Services. Our data deletion practices are described in more detail in the Service Specifications.

## 7. Third Party Content

- 7.1. 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.
- 7.2. 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.
- 7.3. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Call-Off Contract 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 Call-Off Contract 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 Call-Off Contract Period does not affect Your obligations under the Call-Off Contract, and You will not be entitled to any refund, credit or other compensation due to any such changes.
- 7.4. Clause 8.7 of the Core Terms does not apply should any third party technology be included within or used to provide the Deliverables or any part thereof.

## 8. Service Monitoring, Analysis, Oracle Software

- 8.1. 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.
- 8.2. 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.
- 8.3. 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 the Call-Off Contract (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 the Call-Off Contract.

## **9. Export**

- 9.1. 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 Deliverables provided under the Call-Off Contract, 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.
- 9.2. 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.
- 9.3. 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.

## **10. Payment**

- 10.1. The Buyer may only retain or set off any amount owed to it by Oracle against any amount due to Oracle under this Call-Off Contract. 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.
- 10.2. The maximum deduction or withholding from the monthly Charges pursuant to any agreed Service Credit regime or otherwise in respect of any breach of the Service Levels shall (unless otherwise stated in the Service Specifications) be twenty-five percent (25%) of the relevant Charges for the month in question. The right of deduction and withholding pursuant to clause 3.2 of Call-Off Schedule 14 shall not apply.
- 10.3. If the Buyer wishes to exercise its right pursuant to clause 10.1 it shall give notice to Oracle within thirty (30) days of receipt of the relevant invoice, setting out the Buyer's reasons for the retention and the size of the retention against the relevant Charges.
- 10.4. If the Buyer wishes to exercise its right pursuant to clause 10.1, the Buyer must pay any undisputed amount in accordance with the terms of the Call-Off Contract.
- 10.5. Call-Off Schedule 14 - No Service Levels and Service Credits are applicable to Oracle Professional Services provided under the Framework RM6194. Any Service Levels and Service Credits (if any) applicable to other Services will be set out in the relevant Service Specifications.
- 10.6. Oracle reserves the right to render a reasonable additional charge should it need to utilise additional resources in order to comply with an instruction issued by the Buyer pursuant to clause 3.3.2 of the Core Terms.
- 10.7. The Charges specified in the Order Form are exclusive of expenses. An estimate of expenses will be set out in the Order Form. Expenses will be invoiced monthly as they are incurred.

## **11. Other**

- 11.1. It is agreed that elements of the Services may be sub-contracted to Oracle Affiliates from time to time. Without getting prior approval from the Buyer, Oracle also reserves the right to (i) sub-contract elements of the Services to non-Affiliate third parties and (ii) appoint Sub-Processors subject to and in accordance with the following provisions. Oracle maintains lists of so called ‘Strategic Subcontractors’ (being companies that are considered by Oracle to be strategic taking a number of factors into account including whether a failure in a subcontractor's performance would materially impact Oracle's obligations under the relevant Agreement) and Sub-Processors. These lists are available via My Oracle Support, in the case of Strategic Subcontractors via Document ID 2667492.1 and in the case of Sub-Processors via Document ID 2121811.1 (or other applicable primary support tool, user interface or contact provided for the cloud services, such as the NetSuite Support Portal). If You would like to receive notice of any intended changes to these lists of Strategic Subcontractors / Subprocessors, You can sign up per the instructions on My Oracle Support, Document ID 2667492.1 / 2288528.1. Where a sign-up mechanism is not available, Oracle will provide you notice of intended changes.

- 11.2. Within thirty (30) calendar days of Oracle providing notice to You under the preceding paragraph, You may object to the intended involvement of the relevant Strategic Subcontractor and/or Sub-Processor in the provision of the cloud services, by submitting a "service request" via My Oracle Support (or other applicable primary support tool) providing objective justifiable grounds that use of such Strategic Subcontractor and/or Sub-Processor would have a material adverse effect on the provision of a critical or important function to which the cloud services pertain or would lead to a material increase of risk for You. You and Oracle will work together in good faith to find a mutually acceptable resolution to address any such objection. If You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant cloud services (i) upon serving thirty (30) days prior notice; (ii) without liability to You or Oracle and (iii) without relieving You from Your payment obligations under the relevant Order Form up to the date of termination.
- 11.3. Our business partners and other third parties, including any third parties with which the Services have integrations or that are retained by You to provide professional services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under the Call-Off Contract and, if so, then only to the same extent as we would be responsible for our resources under the Call-Off Contract.
- 11.4. Neither Party has been given, nor entered into this Call-Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in these Supplier-Furnished Terms.
- 11.5. Prior to entering into an Order Form, You are solely responsible for determining whether the Services meet Your technical, business or regulatory / legal 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 / legal compliance in connection with Your use of the Services.
- 11.6. Oracle may from time to time audit Your use of the Services to ensure Your use of the Services is in compliance with the terms of the applicable Order Form and the Call-Off Contract. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information reasonably requested by Oracle. The performance of the audit and non-public data obtained during the audit (including findings or reports that result from the audit) shall be subject to the confidentiality provisions of the Call-Off Contract. If the audit identifies non-compliance, You agree to remedy (which may include, without limitation, the payment of additional fees) such non-compliance within thirty (30) days of written notification of that non-compliance. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 11.7. **Financial Distress** – Joint Schedule 7 does not apply to any Call-Off Contract. If the credit rating of the Supplier worsens, the Parties recognise that, if the relevant conditions are satisfied, the Buyer may be entitled to invoke certain rights and remedies under the Call-Off Contract in order to secure continuity of service.
- 11.8. **Change Control Impact Assessments** – Oracle will provide reasonable evidence to support any proposed changes to the Call-Off Charges but it is not obliged to disclose details of its own costs.
- 11.9. **Implementation and Testing** – The provisions of Call-Off Schedule 13 are agreed by the Parties to be not applicable to any Call-Off Contract unless explicitly agreed to the contrary. Where testing is applicable, "Test Issues" shall be defined as any material variance or non-conformity of the Services or Deliverables from their Service Specifications as set out in the Call-Off Contract.
- 11.10. **Business Continuity** – The provisions of Call-Off Schedule 8 are agreed by the Parties to be not applicable to any Call-Off Contract. It is acknowledged by You that Oracle has in place its own Business Continuity / Disaster Recovery Plan which has been prepared with Good Industry Practice and that this is sufficient to meet Your requirements and the requirements of the Call-Off Contract in this respect. Compliance with the specific requirements of Your own BC/DR Plan or policies is not therefore required and would be impractical for a standard service offering.
- 11.11. **Records and Audit rights** – Oracle will keep such records as are reasonably required to demonstrate its compliance with the terms of any Call-Off Contract. The Buyer's rights of audit

set out in the Call-Off Contract do not extend to the right to audit Oracle's or its sub-contractor's costs other than in circumstances where the Charges are expressly calculated on a "cost plus" basis. 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.

- 11.11.1. 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.
- 11.11.2. 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.
- 11.11.3. 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.
- 11.11.4. 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.
- 11.11.5. 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.
- 11.11.6. 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.
- 11.11.7. **Data security** - It is acknowledged by the Buyer that Oracle has in place its own Security Plan which has been prepared with Good Industry Practice and that this is sufficient to meet the Buyer's requirements and the requirements of the Call-Off Contract in this respect. Compliance with the specific requirements of the Buyer's own Security Policy is not therefore required and would be impractical for a standard service offering.
- 11.12. **Termination / Expiry** – For the avoidance of doubt, the provisions of clause 10.6.1 (a) of the Core Terms are subject to the provisions of clause 10.6.1 (b) and the ongoing obligation of the Buyer to pay for Services which Oracle continues to provide following termination at the Buyer's request. Oracle's obligations upon termination or expiry are typically limited to making Buyer data available for retrieval / download by the Buyer. Any Termination Assistance in addition to this must be agreed between the Parties whether pursuant to the Exit Plan or otherwise. The Buyer shall be obliged to pay for any Termination Assistance agreed pursuant to the provisions of Call-Off Schedule 10 notwithstanding the provisions of clause 10.6.1 (f) of the Core Terms. Termination by Oracle shall be without prejudice to Oracle's rights in respect of the Charges that would have been payable by the Buyer in respect of the period following termination.
- 11.13. **Termination** – should the Buyer exercise the right to terminate without cause contained in clause 10.2.2 of the Core Terms or if Oracle validly terminates any Call-Off Contract in accordance with the terms of the Call-Off Contract, the Buyer shall nevertheless be obliged to forthwith pay an amount equal to the Charges that would otherwise have been payable throughout the remainder of the originally committed Call-Off Contract Period (as extended).
- 11.14. **Buyer Responsibilities** – The Buyer will cooperate generally with Oracle to facilitate the provision of the Services and Deliverables on a timely basis including taking decisions promptly and making relevant subject matter experts available on a timely basis. Details of the Buyer's obligations and the assumptions in respect of the Services upon which the Charges have been based are as set out in Oracle Professional Services Delivery Policies ("**Policies**") available at

- <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Specific Buyer responsibilities and assumptions may in addition be set out or referenced in the Order Form or the Implementation Plan. Failure by the Buyer to comply with the Buyer Responsibilities outlined in this clause shall constitute an Authority (Buyer) Cause and may entitle Oracle to render additional Charges provided that it notifies the Buyer promptly given the circumstances.
- 11.15. **Replacement of Supplier Staff** – Clause 7.2 of the Core Terms shall not apply. The Buyer may notify Oracle if it considers that any member of staff is unsuitable to work on any contract. The ultimate decision as to members of staff used to provide the Services remains with Oracle.
- 11.16. **Staff Vetting** - Details of staff vetting undertaken by Oracle are attached in **Appendix 1** to these Supplier-Furnished Terms.
- 11.17. **TUPE and Pension Provisions** – Call-Off Schedule 2 is modified as follows. The Parties do not intend that any of the Buyer's employees and any other person who prior to the commencement of any Services provided the Services or services similar to the Services for or on behalf of the Buyer will become employees of the Supplier or any sub-contractor of the Supplier upon the commencement of any Services pursuant to the Employment Regulations. Furthermore, the Parties do not intend that any Supplier employees and/or any other person who provides the Services for or on behalf of the Supplier will become employees of the Buyer or any Replacement Sub-Contractor pursuant to the Employment Regulations upon termination of the Services (whether in whole or in part). Accordingly, Call-Off Schedule 2 Parts C and E are applicable. For the purposes of Part C section 2 shall be deleted. For the purposes of Part E, no employees should be included on the Supplier's Final personnel List. Accordingly, the provisions of sections 1.5 to 1.7 of Part E shall not apply. Where the Supplier is the incumbent supplier, Part D shall not apply. The Supplier shall continue to abide by its pension obligations towards its own staff.
- 11.18. **Force Majeure** - Notwithstanding clause 20 of the Core Terms, in relation to a Force Majeure Event:
- 11.18.1. Neither You or Oracle shall be responsible for failure or delay of performance if caused by Force Majeure Event;
- 11.18.2. A party cannot claim relief under this section 11.18 if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.18.3. A party cannot claim relief under this section 11.18 as a result of a failure or delay by another person in the performance of that other person's obligations under a contract with that party, unless that other person is itself prevented from or delayed in complying with its obligations as a result of a Force Majeure Event affecting that person.
- 11.18.4. A party claiming relief under this section 11.18 shall give written notice to the other party of the Force Majeure Event and how it affects its ability to perform its obligations under the agreement and also when the Force Majeure Event ceases or no longer prevents the party from fulfilling its obligations.
- 11.18.5. Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event. If such Force Majeure Event continues for more than ninety (90) days, either party may cancel unperformed Services and the affected Call-Off Contract upon written notice.
- 11.18.6. This section 11.18 does not excuse either party's obligation to take reasonable steps to follow its own normal disaster recovery procedures or Your obligation to pay for Deliverables ordered or delivered.
- 11.19. **Sub-contracting** – The provisions of sections 1.5 and 1.6 of Joint Schedule 6 (if incorporated) shall not apply to (i) arrangements between Oracle and providers of services and facilities for the benefit of Oracle customers generally but only to those Key Sub-contractor arrangements which are specific to the Buyer (ii) sub-contracting to Oracle Affiliates.
- 11.20. **Assignment** – the prohibition upon assignment without consent in clause 23.1 of the Core Terms shall not apply to an assignment between Oracle Affiliates where this is part of a solvent amalgamation or re-organisation.
- 11.21. **Termination by Oracle** - Oracle may, in addition to the right to terminate pursuant to clause 10.5 of the Core Terms, terminate any Call-Off Contract if the Buyer commits a material breach of contract which consists of any of the following, where the breach is not remedied within thirty (30) days of notice in writing of the breach and requiring its remedy:
- 11.21.1. any infringement of the intellectual property rights belonging to Oracle or an Oracle Affiliate including failing to abide by the scope of any licence or breaching the prohibitions set out in section 2.4 of these Supplier-Furnished Terms;

- 11.21.2. any breach of export control laws as referred to in sections 9.1 and 9.2 of these Supplier-Furnished Terms.
- 11.22. **Benchmarking** – Any changes to the Services or the Charges as a result of any Benchmarking exercise can only take effect by agreement between the Parties and then only in respect of any Call-Off Optional Extension Period. If the Parties fail to reach agreement on the changes required as a result of any Benchmarking exercise, the Buyer's only right is to decide not to extend the Call-Off Contract.
- 11.23. **Optional Schedules** – Only those 'optional' schedules (described as such in the CCS procurement documentation relating to the Framework in question) explicitly incorporated and expressly referred to in the applicable Order Form shall apply to and govern the provision of the Services. In the absence of such express incorporation, no such schedules shall be applicable.
- 11.24. **Segmentation** - The purchase of any Oracle products and services are all separate offers and separate from any other order for products and services You may receive or have received from Oracle. Your obligation to pay for (a) any products and services is not contingent on performance of any other service or delivery of any other products or (b) other services is not contingent on delivery of any products or performance of any additional/other services. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.
- 11.25. **Acceptance of Deliverables** - Upon completion of any Deliverable set forth in the Order Form, 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 the Order Form. 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 the Order Form and/or any such test scripts, You shall have three (3) Working 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.
- 11.26. **Aconex** – If you purchase the right to use Aconex Cloud Services pursuant to this Framework, you acknowledge that the applicable version of the Oracle Aconex Cloud Services Terms of Use ("**Terms of Use**") shall apply to Your use of the Oracle Aconex Cloud Services. The Aconex Terms of Use is available at <https://www.oracle.com/a/ocom/docs/corporate/aconex-terms-of-use.pdf> and is incorporated herein by reference. You acknowledge that You may be required to accept the Terms of Use through the Oracle Aconex Cloud Services prior to accessing such Services. If acquired, the Terms of Use do not apply to (i) any non-Cloud Oracle service offerings, such as professional services and (ii) the following offerings: Oracle Aconex SSO Cloud Service and Oracle Aconex for Outlook.

## 12. Definitions

- 12.1. "**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.
- 12.2. "**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.
- 12.3. "**Service Specifications**" means the following documents, as applicable to the Services under Your Order Form: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in the Call-Off Contract; and (b) Oracle's privacy policies. The following do not apply to any non-Cloud Oracle service offerings acquired in Your order, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.
- 12.4. "**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.

- 12.5. **“Users”** means, for Services, those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Services in accordance with the Call-Off Contract. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered “Users” subject to the terms of the Call-Off Contract.
- 12.6. **“Your Content”** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under the Call-Off Contract, 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 STAFF VETTING

Oracle has implemented background screening procedures for applicants worldwide, subject to local laws, regulations, and customs. Rollout of these procedures was commenced in the various regions as follows: United States – 2003; Canada – 2004; Europe, the Middle East and Africa – 2004, Asia Pacific – 2004, and Latin America – 2006. In general, international transfers and individuals with valid government issued security clearances are not subject to a background check. Further, processing and procedural variances may apply to students/interns, certain university hires, and employees of acquired companies. Oracle confirms that it conducts the following screening procedures in the various jurisdictions as of the date of this Agreement:

#### North America (U.S. & Canada)

- Education (highest degree received)
- Employment (up to four (4) employers in the last seven (7) years)
- Criminal record check
- Social Security Trace (U.S. Only)
- Office of Foreign Asset Control Specially Designated Nationals (SDN) screen (U.S. Only)

#### Asia Pacific

- Education (highest degree received)
- Employment (up to four (4) employers in the last seven (7) years)
- Criminal record check (as allowed under local law)

#### Europe, Middle East and Africa (EMEA)

- Education (highest degree received)
- Employment (up to three (3) employers in the last five (5) years)
- Address Check (U.K. only)
- Financial Probity Check (U.K. and South Africa only)

#### Latin America

- Education (highest degree received)
- Employment (up to four (4) employers in the last seven (7) years)
- Criminal record check

In addition, all Oracle employees are subject to the following minimum reviews upon hire, in accordance with local legislation:

- Identity
- Right to work

Identity and Right to work reviews are performed separately and independently of any other screenings.