

RM6194 BOS Order Form Template for On Premise Technical Support renewals

Order Form

CALL-OFF REFERENCE: 20757163

THE BUYER: NHS BUSINESS SERVICES AUTHORITY

BUYER ADDRESS: Stella House
Goldcrest Way
Newburn Riverside

Newcastle upon Tyne
NE15 8NY
United Kingdom

THE SUPPLIER: Oracle Corporation UK Limited

SUPPLIER ADDRESS: Oracle Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA

REGISTRATION NUMBER: 01782505

DUNS NUMBER: 29-160-1524

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.

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 and Interpretation) 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)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)

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- 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 5 (Pricing)
 - 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

N/A

CALL-OFF START DATE

6-Apr-24

CALL-OFF EXPIRY DATE

5-Apr-27

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 C of Call-Off Schedule 20 (Call-Off Specification) in accordance with Call-Off Schedule 23 (Supplier Furnished Terms).

The start date set forth in the Call Off Start Date section above shall serve as the start date of the Technical Support purchased under this Order Form and the Technical Support will be provided through the end date specified in the Call Off Expiry Date section above for the applicable Programs ("**Support Period**").

MAXIMUM LIABILITY

Subject to sections 4, 5 and 6 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 £5 Million alternative cap on liability shall not apply as set out at Paragraph 5.2 of Call-Off Schedule 23 (Supplier Furnished Terms).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is equal to the support fees for the first twelve (12) month period from the Call Off Start Date.

CALL-OFF CHARGES

Fee Description	Fee (£)
Software Technical Fee	GBP 152,450.73
Total Fees (excl. VAT)	GBP 152,450.73

The Buyer agrees to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on the Supplier's income.

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)

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Model Version: v3.0

REIMBURSABLE EXPENSES

Not applicable

PAYMENT METHOD

1. Payment Terms

- a. Net thirty (30) days from invoice date.
- b. The Buyer's renewal cannot be cancelled and the Buyer's payment 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 in accordance with Call-Off Schedule 5 (Call-Off Pricing).
- 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. Paid in advance in full.

3. Purchase Order

If the Buyer submits a purchase order for the payment of the renewal of Technical Support services, the purchase order must comply with Section 1 of Call-Off Schedule 5 (Pricing Details).

BUYER'S INVOICE ADDRESS

As stated in Part B of Call-Off Schedule 20 (Call-Off Specification)

BUYER'S AUTHORISED REPRESENTATIVE

As stated in Part B of Call-Off Schedule 20 (Call-Off Specification)

BUYER'S ENVIRONMENTAL POLICY

Not Applicable

BUYER'S SECURITY POLICY

Not Applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

As stated in Part B of Call-Off Schedule 20 (Call-Off Specification)

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

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	Any	Pricing (except to the extent that this has to be disclosed in the OJEU contract award notice or to comply with the UK governments' transparency agendas) especially the way in which the Supplier has arrived at the aggregate contract price, any information revealing the different constituent elements of the aggregate contract price, day rates. Information relating to the Supplier's costs. Information as to the proposed level of discounts offered.	Contract term + 5 years
2	Any	The Supplier's (or any member of the Supplier's group's) intellectual property. All information that is not in the public domain relating to the Supplier's (or any member of the Supplier's group's) intellectual property rights, solution design and methodologies including all templates, method statements, workshop agendas, detailed implementation plans and resourcing profiles. Any product or service roadmaps relating to potential future developments.	Indefinitely
3	Any	Information relating to product or service performance or vulnerabilities including security vulnerabilities. Any test results.	Indefinitely
4	Any	Information not in the public domain relating to the Supplier group's business or investment/divestment plans, financial standing.	Indefinitely
5	Any	Information not in the public domain relating to any litigation or disputes that the Supplier group is a party to.	Indefinitely
6	Any	Details of the Supplier's suppliers, partners and sub-contractors and technology used to provide the Services (including all information relating to Key Subcontractors).	Indefinitely
7	Any	Personal data relating to the Supplier's members of staff and anybody else working on the contract. Terms and conditions of employees.	Indefinitely
8	Any	Details of the Supplier's insurance arrangements.	Indefinitely

SERVICE CREDITS

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Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Signed on 19/03/2024	Signature:	19/03/2024
Name:		Name:	
Role:		Role:	
Date:		Date:	

Order Form Annex A

Deliverables Commercial Parameters

References in Schedule to "Oracle" "we," "us," or "our" are references to Oracle Corporation UK Limited and references to "Customer", "You", "Your" are to the Buyer identified in the Order Form:

1. Continuous Improvement / Change In Law

Subject to Section 1.2 of Call-Off Schedule 23, 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 Oracle's Continuous Improvement obligations set out in the Call Off Contract, Oracle 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 Personal Data

2.1. To the extent that Oracle may access Your Personal Data in the course of the provision of the Services You have ordered, Oracle will comply with the following:

- 2.1.1. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- 2.1.2. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, described in the Oracle Global Customer Support Security Practices available at <https://www.oracle.com/us/support/library/customer-support-security-practices-069170.pdf> and in Oracle's Corporate Security Practices available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf>; and
- 2.1.3. the applicable version of the Data Processing Agreement for Oracle Services (the "**Data Processing Agreement**"). The version of the Data Processing Agreement applicable to Your Order Form (a) is available at <https://www.oracle.com/a/ocom/docs/corporate/data-processing-agreement-062619.pdf> 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 Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

2.2. You are responsible for (a) any required notices, consents and/or authorisations related to Oracle's incidental processing of Your Personal Data as part of the Services, (b) any security vulnerabilities, and the consequences of such vulnerabilities, arising from Your Personal Data, including, without limitation, any viruses, Trojan horses, worms or other harmful programming routines contained in Your Personal Data, and (c) any use by You or Your authorised users of the Services in a manner that is inconsistent with the terms of the Call Off Contract.

2.3. Your Personal Data may not include any sensitive or special data that imposes or necessitates specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications or in Paragraph 2.1 above.

3. Standards and Accreditations

It is acknowledged by You that Oracle has in place its own Security Management 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. In relation to the provision of On Premise Technical Support services,

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Cyber Essentials certification is not applicable. It is acknowledged by the Authority that the Oracle Global Customer Support Security Practices available at <https://www.oracle.com/us/support/library/customer-support-security-practices-069170.pdf> and Oracle's Corporate Security Practices available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf> are regarded as providing sufficient protection equivalent to the Cyber Essentials scheme. If any additional 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 Your 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 You 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 You 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 paragraph 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 paragraphs 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 paragraphs 2, 3, 6 and 7.1 of Joint Schedule 3 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 You, confirmation of cover as issued by the broker / insurer in question. For the avoidance of doubt, Oracle is under no obligation to notify You or CCS of any claim affecting any of the insurances which is unrelated to You. Oracle is also under no obligation to notify You or CCS of any matter unrelated to You which might give rise to a claim under any of the insurances maintained by Oracle and paragraph 7.2 of Joint Schedule 3 is modified accordingly. It is accepted by You that not all Oracle insurances have an express 'indemnity to principals' provision.

Joint Schedule 11 (Processing Data)

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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;

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- (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.

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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:
 - (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 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 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.

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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 2 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 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 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:

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- (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.

Joint Schedule 11 (Processing Data)

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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>The Relevant Authority is Controller and the Supplier is Processor</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">• Personal Information that Supplier processes on the Relevant• Authority's behalf for the provision of the services. <p>The Supplier is Controller and the Relevant Authority is Processor</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">• Not applicable <p>The Parties are Joint Controllers</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">• Not Applicable <p>The Parties are Independent Controllers of Personal Data</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">• Business contact details of Supplier Personnel for which the Supplier is the Controller,• 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.

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Duration of the Processing	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.
Nature and purposes of the Processing	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.
Type of Personal Data	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.
Categories of Data Subject	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.
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	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)

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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.

Call-Off Schedule 1 (Transparency Reports)

Call-Off Ref:

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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 My Oracle Support portal <https://support.oracle.com> (or a replacement service identified in the Supplier's Service Specifications) (the "**Portal**"). The Portal will provide service request reporting for Oracle Premier Support services that the Buyer purchased under its order.

The Buyer will also be able to use the Portal to access other information about the services. The types of information that are published are subject to change but, as at the date of this Order Form, include:

- **Service details** e.g. Customer Support Identifiers ("**CSIs**") associated with the Buyer's Portal login
- **Critical notifications** relating to a Buyer's licensed products e.g. critical patch updates, service request notification & certified configurations
- **Reports** relating to a Buyer's active support services e.g. subscribed CSIs, service requests, knowledge articles, recommended patches and community articles

For any Oracle Premier Support service, Supplier will provide familiarisation training in the use of the Portal, through the submission of a Service Request submitted by the Buyer.

Any services information provided by Supplier via the Portal or otherwise 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 5 (Pricing Details)

Call-Off Ref:

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Call-Off Schedule 5 (Pricing Details)

1. Purchase Order

If You submit a purchase order for the payment of the renewal of Technical Support services, the purchase order must be in a non-editable format (e.g., PDF) and include the following information:

- ☐ Support Service Number: (as stated in Part B of Call-Off Schedule 20)
- ☐ Total Price (excluding applicable tax)
- ☐ Local Tax, if applicable

In issuing a purchase order, You agree that no terms included in any such purchase order shall apply to the Technical Support services ordered under the Order Form.

2. Credit Card

Please note that if the pre-tax value of this renewal is USD \$2,000 or less, the Technical Support services ordered must be paid by credit card. If You wish to use a credit card to pay for the renewal of the Technical Support services on the renewal Order Form, please contact the relevant Oracle contact as provided in Part B of Call-Off Schedule 20. Please note that Oracle is unable to process credit card transactions of USD \$100,000 or greater or transactions that are not in GBP.

3. Payment Confirmation

If You cannot pay using any of the payment methods described above, please complete this payment confirmation and submit it to Oracle. Please initial the following statement that best applies to You.

- ☐ You do not issue purchase orders.
- ☐ You do not require a purchase order for the services ordered under the Order Form.

You certify that the information provided above is accurate and complies with Your business practices in entering into the renewal Order Form, including obtaining all necessary approvals to release the funds for the renewal of the Technical Support services. In issuing this payment confirmation, You agree that the terms of the renewal Order Form and Call-Off Schedule 23 (Supplier Furnished Terms) shall apply to the Technical Support services ordered under the renewal Order Form. No terms attached or submitted with the payment confirmation will apply.

The signature in the Order Form affirms Your commitment to pay for the services ordered in accordance with the terms of Annex A and Call-Off Schedule 23 (Supplier Furnished Terms).

Please contact the relevant Oracle contact as provided in Part B in Call-Off Schedule 20 to issue Your Payment Confirmation.

Cal-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Call-Off Schedule 20

Call-Off Specification for CCS Framework RM 6194

This Schedule sets out the characteristics of the Deliverables under this Call-Off Contract. References in Schedule to "**Oracle**" "**we**," "**us**," or "**our**" are references to Oracle Corporation UK Limited and references to "**Customer**", "**You**", "**Your**" are to the Buyer identified in the Order Form for the renewal of Technical Support (as defined below).

A. TECHNICAL SUPPORT SERVICE SPECIFIC TERMS

1. On Premise Software Technical Support consists of Supplier's annual technical support services as detailed in this Order Form ("**Technical Support**"). Technical Support (including first year and all subsequent years) is provided under Supplier's Technical Support Policies (as defined below) in effect at the time the technical support services are provided which You agree to be bound by and comply with. You agree to cooperate with the Supplier and provide the access, resources, materials, personnel, information and consents that the Supplier may require in order to perform the technical support services. The Technical Support Policies are subject to change at the Supplier's discretion. Supplier policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the period for which fees for Technical Support have been paid. You should review the policies prior to entering into the Order Form for the applicable technical support services.
2. In relation to the provision of Technical Support, Cyber Essentials certification is not applicable to the Call-Off Contract. It is acknowledged by the Authority that the Supplier's Technical Support Policies are regarded as providing sufficient protection equivalent to the Cyber Essentials scheme.
3. The Service Specifications for Technical Support are the Supplier's technical support policies current from time to time, which may be accessed at <http://www.oracle.com/us/support/policies/index.html> ("**Technical Support Policies**"). The Technical Support Policies are subject to change at the Supplier's discretion; however, the Supplier will not materially reduce the level of Services provided for supported Programs during the period for which fees for Technical Support have been paid.
4. Technical Support for any Program license within a license set must be purchased at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if it agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the Technical Support Policies in effect at the time of termination. The Supplier's license set definition is available in the current Technical Support Policies. If You decide not to purchase Technical Support, You may not update any unsupported Program licenses with new versions of the Program.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

Crown Copyright 2020

B. GENERAL INFORMATION

OFFER EXPIRATION	ORACLE: Oracle Corporation UK Limited
Support Service Number: 20757163 Offer Expires: 5-Apr-24	Oracle Contact Information: Oracle Premier Support Digital Renewal Center Telephone: +44.207.1312.982 / 35318031792 Fax Email: renewals-noreply_ww@oracle.com
BUYER: NHS BUSINESS SERVICES AUTHORITY	
BUYER QUOTE TO Account Contact: Matthew Renwick Account Name: NHS BUSINESS SERVICES AUTHORITY Address: Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY United Kingdom Telephone: 0191 283 8924 Fax: E-mail: matthew.renwick@nhsbsa.nhs.uk	BUYER BILL TO Account Contact: AP Account Name: NHS BUSINESS SERVICES AUTHORITY Address: NHS Business Services Auth Stella House Goldcrest Way Newburn Riverside NEWCASTLE UPON TYNE NEWCASTLE UPON TYNE NE15 8NY United Kingdom Telephone: -0191 229 3775 Fax: E-mail: [REDACTED]

C. DELIVERABLES

Support Period: 6-Apr-24 to 5-Apr-27							
Product Description	CSI #	Qty	License Metric	License Level / Type	Start Date	End Date	Price
Oracle Advanced Security - Processor Perpetual	19046201	20		FULL USE	6-Apr-24	5-Apr-27	20,426.13
Oracle Database Enterprise Edition - Named User Plus Perpetual	19046201	100		FULL USE	6-Apr-24	5-Apr-27	8,440.22
Oracle Database Enterprise Edition - Processor Perpetual	19046201	20		FULL USE	6-Apr-24	5-Apr-27	84,372.62
Oracle Diagnostics Pack - Processor Perpetual	19046201	20		FULL USE	6-Apr-24	5-Apr-27	8,882.71
Oracle Partitioning - Named User Plus Perpetual	19046201	50		FULL USE	6-Apr-24	5-Apr-27	1,020.26
Oracle Partitioning - Processor Perpetual	19046201	20		FULL USE	6-Apr-24	5-Apr-27	20,426.13
Oracle Tuning Pack - Processor Perpetual	19046201	20		FULL USE	6-Apr-24	5-Apr-27	8,882.66

Framework Ref: RM6194

Project Version: v1.0

Model Version: v3.

Call-Off Schedule 20 (Call-Off Specification)

Call-Off Ref:

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Subtotal: GBP 152,450.73

Total: GBP 152,450.73

Plus applicable tax

-

- You agree to pay any sales, value-added or other similar taxes imposed by applicable law, except for taxes based on Oracle's income.
- If any of the fields listed in the Service Details table above are blank, then such fields do not apply to this renewal Order Form.

Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref:

Crown Copyright 2020

Call Off Schedule 23

Oracle 'Supplier Furnished Terms' for CCS Framework RM 6194

On Premise Technical Support Services Renewals

These Terms represent the Supplier Furnished Terms related to the renewal of On Premise Technical Support Services (i.e. support for Software / Programs licensed by the Buyer from the Supplier which are not provided as part of a 'Cloud Service' offering) as envisaged by the above Framework Contract entered into between Oracle Corporation UK Limited and the Authority. They form part of a Call Off Contract entered into between the Supplier and the Buyer identified in a relevant Order Form pursuant to the above Framework Contract. Except as defined otherwise in this document, 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.

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. Technical Support

- 1.1. Oracle will, during the relevant Call Off Contract Period, provide Oracle's Software Technical Support services for Oracle Software, unless earlier terminated in accordance with the Call Off Contract, solely for Your internal business operations.
- 1.2. The Service Specifications (as defined in section 11 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, Service Specifications and applicable security and privacy policies (including those policies referred to in sections 3.1 and 10.24 below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices and patterns of system use. Oracle updates to the Services, Service Specifications and applicable security and privacy policies will not result in a material reduction in the level of technical support services provided for supported Oracle Software during the period for which fees for technical support have been paid. Software Updates that are made generally available by us to our customers at no additional charge to their ongoing recurring charges shall be similarly provided to You at no increase in the Charges. Oracle will endeavour to give as much notice as possible of any new version of the Oracle Software provided as part of the Services, but You recognise 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 Oracle Software.
- 1.3. Service Levels - Call Off Schedule 14 shall not apply to the Call Off Contract. The Supplier's Software Technical Support Policies are the exhaustive statement of any applicable Service Levels.
- 1.4. On Premise Technical Support for any Program license within a license set must be purchased at the same level for all licenses within that license set. You may desupport a subset of licenses in a license set only if it agrees to terminate that subset of licenses. The Technical Support fees for the remaining licenses will be priced in accordance with the technical support policies in effect at the time of termination. The Supplier's license set definition is available in the current technical support policies. If You decide not to purchase technical support, You may not update any unsupported Program licenses with new versions of the Program.

2. Ownership Rights and Restrictions

- 2.1. We or our licensors retain all ownership and intellectual property rights in and to the Services,

Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref:

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the Oracle Software, derivative works thereof, and anything developed or delivered by or on behalf of us under this Call-Off Contract including all New IPR and any Specially Written Software.

- 2.2. Any Software Updates made available to You in the course of the provision of the Services shall be subject to the terms of Your existing license agreement in respect of the applicable Oracle Software. Nothing in this Call-Off Contract varies the rights and obligations under the existing license agreement between You and Oracle, and all such rights and obligations of both parties are expressly preserved.
- 2.3. 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 Software Updates (including data structures or similar materials produced by programs) unless required to be permitted by law for interoperability; (b) access or use the Services or Software Updates 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 and/or any Software Updates to any third party except as permitted by the Call Off Contract. For the avoidance of doubt, except as expressly permitted by the existing terms governing Your license rights in respect of the applicable Oracle Software, no element of the Oracle Software provided as part of the Services or created in the course of the provision of the Services can be published by You 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 in a professional manner consistent with industry standards. This warranty replaces all other performance or functionality related warranties, conditions or other requirements related to the quality, functionality or performance of the Services. If the Services provided to You were not performed as warranted, You must promptly (and in any event within ninety (90) days from performance of the allegedly deficient technical support service) 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. Each party represents that it has validly entered into this Call Off Contract and that it has the power and authority to do so.
- 3.3. WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES THAT ARISE FROM MATERIALS THAT HAVE NOT BEEN PROVIDED BY ORACLE OR SERVICES PROVIDED BY THIRD PARTIES.
- 3.4. FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE SERVICES 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.

Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref:

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- 3.5. TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES IN THE CALL OFF CONTRACT ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 3.6. Clause 8.7 of the Core Terms does not apply should any third party technology be included within or used to provide the Services or any part thereof.

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.
- 4.2. UNDER CLAUSE 11.2 OF THE CORE TERMS, THE £5 MILLION 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 Personal Data 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 You to claim damages for breach of the warranties in clause 8 of the Core Terms, end the license for the applicable Services or Oracle Software and refund any unused, prepaid fees You may have paid for such Services / Oracle Software.
- 5.3. Oracle will not indemnify You if You alter the Oracle Software or uses it outside the scope of use permitted the terms of Your existing license agreement or if You use a version of the Oracle Software which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Oracle Software which was provided to You, or if You continue to use the applicable Oracle Software after the end of the applicable license to use. Oracle will not indemnify You to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by Oracle. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Oracle Software with any products or services not provided by Oracle.
- 5.4. The rights and remedies in clauses 9.5 and 9.6 of the Core Terms (as amended by the provisions of this section 6) provides the parties' exclusive remedy for any IPR Claims or related damages.

6. Termination

Framework Ref: RM6194

Project Version: v1.0

Model Version: v3.

Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref:

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- 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. Rights of termination do not apply in respect of Services which are unrelated to the Default in question.
- 6.3. Rights to terminate any Call Off Contract in part will not apply.

7. Export

- 7.1. 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 Software Updates 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.
- 7.2. 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.

8. Payment

- 8.1. You may only retain or set off any amount owed to it by Oracle against any amount due to Oracle under the Call Off Contract. Your right to retain or set-off amounts owed to it shall only apply where Oracle has agreed that the amount is owed or You 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 You are excluded.
- 8.2. If applicable to the Call Off Contract, the right of deduction and withholding pursuant to clause 3.2 of Call Off Schedule 14 shall not apply.
- 8.3. If You wish to exercise your right pursuant to clause 9.1 it shall give notice to Oracle within thirty (30) days of receipt of the relevant invoice, setting out Your reasons for the retention and the size of the retention against the relevant Charges.
- 8.4. If You wish to exercise Your right pursuant to clause 9.1, You must pay any undisputed amount in accordance with the terms of the Call Off Contract.
- 8.5. 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 You pursuant to clause 3.3.2 of the Core Terms.

9. Other

- 9.1. It is agreed that elements of the Services may be sub-contracted to Oracle Affiliates and other subcontractors from time to time. The appointment by Oracle from time to time of any Third Party Sub-processors will be governed by the relevant provisions of the Data Processing Agreement referred to in section 3.1 above.

Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref:

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- 9.2. Assignment by You – You may not assign its rights or obligations under any Call-Off Contract or give or transfer its rights in Oracle Software or any Deliverable provided under a call-Off Contract or an interest in them to another individual or entity. If You grant a security interest in Oracle Software or any Deliverable provided under a call-Off Contract, the secured party has no right to use or transfer such Oracle Software or any Deliverable.
- 9.3. 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 consulting 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 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.
- 9.4. 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 the Call Off Contract.
- 9.5. 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.
- 9.6. In addition to any audit rights in Your existing license agreement for Oracle Software, Oracle may, upon forty-five (45) days' written notice, audit Your use of the Oracle Software to ensure Your use of the Oracle Software is in compliance with the existing terms governing Your license rights in respect of the applicable Oracle Software. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information reasonably requested by Oracle. Such assistance shall include, but shall not be limited to, the running of Oracle data measurement tools on Your servers and providing the resulting data to 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 any fees for additional licenses for Oracle Software) such non-compliance within thirty (30) days' of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) Software related service offerings (including technical support), (b) existing Software licenses and related agreements. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.
- 9.7. **Financial Distress** – Joint Schedule 7 does not apply to any Call Off Contract. It is acknowledged by You that Joint Schedule 7 details Oracle's obligations only to CCS under the Framework Contract and not to You under any Call Off Contract.
- 9.8. **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.
- 9.9. **Implementation and Testing** – The provisions of Call-Off Schedule 13 are agreed by the Parties to be not applicable to any Call Off Contract.
- 9.10. **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

Call-Off Schedule 23 (Supplier Furnished Terms)

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requirements of Your own BC/DR Plan or policies is not therefore required and would be impractical for a standard service offering.

9.11. 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. Your right 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.

9.11.1. 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.

9.11.2. 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.

9.11.3. 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.

9.11.4. 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.

9.11.5. 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.

9.11.6. 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.

9.12. 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 You to pay for Services which Oracle continues to provide following termination at Your request. Any Termination Assistance in addition to this must be agreed between the Parties whether pursuant to the Exit Plan or otherwise. If applicable to the Call-Off Contract, You 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 any unpaid Charges and the Charges that would have been payable by You in respect of the period following termination.

9.13. Termination – Should You exercise the right to terminate without cause contained in clause

Call-Off Schedule 23 (Supplier Furnished Terms)

Call-Off Ref:

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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, Oracle shall be under no obligation to refund any pre-paid Charges and You 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).

- 9.14. Buyer Responsibilities** – You will cooperate generally with Oracle to facilitate the provision of the Services on a timely basis including taking decisions promptly and making relevant subject matter experts available on a timely basis. Details of any specific Buyer's responsibilities may be set out or referenced in the Order Form or the Service Specifications. Failure by You to comply with Your responsibilities referred to in this clause shall constitute an Authority (Buyer) Cause and may entitle Oracle to render additional Charges provided that it notifies You promptly given the circumstances.
- 9.15. Replacement of Supplier Staff** – Clause 7.2 of the Core Terms shall not apply. You 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.
- 9.16. Staff Vetting** - Details of staff vetting undertaken by Oracle are attached in Appendix 1 to these Supplier Furnished Terms.
- 9.17. Force Majeure** – Notwithstanding clause 20 of the Core Terms, in relation to a Force Majeure Event:
- 9.17.1. Neither You or Oracle shall be responsible for failure or delay of performance if caused by Force Majeure Event;
 - 9.17.2. A party cannot claim relief under this section if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
 - 9.17.3. A party cannot claim relief under this section 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.
 - 9.17.4. A party claiming relief under this section 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.
 - 9.17.5. 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.
 - 9.17.6. This section 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 Services ordered or delivered.
- 9.18. Sub-contracting** – The provisions of paragraphs 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 You (ii) sub-contracting to Oracle Affiliates.
- 9.19. 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.

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- 9.20. 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 You commit 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:
- 9.20.1. any infringement of the intellectual property rights belonging to Oracle or an Oracle Affiliate;
 - 9.20.2. any breach of export control laws as referred to in sections 8.1 and 8.2 of these Supplier Furnished Terms.
- 9.21. 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. If the Parties fail to reach agreement on the changes required as a result of any Benchmarking exercise, Your only right is to decide not to extend or renew the Call Off Contract.
- 9.22. 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 Call Off 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.
- 9.23. 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.

10. Definitions

- 10.1. **"Deliverables"** means the Services.
- 10.2. **"Oracle Software"** means any software owned or distributed by Oracle (also 'Program') that Oracle has previously, separately licensed to You for use 'on-premise' and which is the subject of the Services as specified in the Order Form .Oracle Software includes any Software Updates (any new versions of Oracle Software or Program Documentation provided as part of the Services).
- 10.3. **"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 You may access the documentation online at <http://oracle.com/documentation> or such other address specified by Oracle.
- 10.4. **"Services"** means Oracle's Software Technical Support Services.
- 10.5. **"Service Specifications"** means the Oracle's Software Technical Support Policies (the current version of the Oracle Software Technical Support Policies may be accessed at <http://www.oracle.com/us/support/policies/index.html>), as applicable to the Services under Your Order Form.

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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 employers in the last seven 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 employers in the last seven years)
- Criminal record check (as allowed under local law)

Europe, Middle East and Africa (EMEA)

- Education (highest degree received)
- Employment (up to three employers in the last five 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 employers in the last seven 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.