

# PROFESSIONAL SERVICES ORDERING DOCUMENT

Ordering Document Number: GB-1-1BHPVV1-1

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

Your Name:
Your Address:
102 Petty France,
London
SW1H 9AJ

Wales with Company No. 1782505 and with its registered office at Oracle
Parkway, Thames Valley Park, Reading, Berkshire RG6 1RA.

Oracle	Dean Espley	Your Billing	Graham Read
Representative:		Contact:	
Address:	Scotscroft Building Towers Business Park Manchester M20 2RY	Address:	50 Ludgate Hill London EC4M 7EX United Kingdom
Phone Number:	+447827842004	Phone Number:	+441273785925
Email Address:	dean.espley@oracle.com	Email Address:	graham.read@cps.gov.uk

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

Services Ordered	Part Number	Quantity	Term (Months)	Start Month*	End Month*	Fees	Estimated Expenses
Managed Services - Exhibit 1 A. Oracle Managed Applications Unlimited on Oracle Technology Cloud Service A.A. Tier One, Minimum Complexity (Prod DB < 1TB)		1	12	1	12	£79,100.05	£0.00
Total Fees and Estimated Expenses					£79,100.05	£0.00	

<sup>\*</sup> Month 1 shall correspond to the period beginning on 23-Apr-2024

#### A. TERMS

- **1. Applicable Agreement:** This order incorporates by reference the Online Transactional Oracle Master Agreement v062223 (the "Master Agreement") available at <a href="https://www.oracle.com/corporate/contracts/contracts/contracts/contracts/contracts/contracts/master-agreement.html#online">https://www.oracle.com/corporate/contracts/co
- **2. Professional Services Delivery Policies.** The Oracle Professional Services Delivery Policies ("Policies") available at <a href="https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf">https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf</a> apply to and are incorporated into this order.
- 3. Payment Terms: Net 30 days from invoice date.
- 4. Currency: pounds sterling.
- 5. Offer Valid through: 31-May-2024.
- **6. Service Specifications:** The Service Specifications shall include any exhibit(s) attached to this order (including referenced or incorporated Oracle documents) and the Policies.
- **7. Order of Precedence:** In the event of any inconsistencies, priority shall be established in the following descending order: (a) any exhibits attached to this order; (b) this order; (c) the Policies; and (d) the Master Agreement.
- 8. Rights Granted: Upon payment, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited

right to use the services and anything developed and delivered by Oracle under this order ("services and deliverables") for Your internal business operations. You may allow Your agents and contractors to use the services and deliverables for Your internal business operations, and You are responsible for their compliance in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products owned or distributed by Oracle which You acquired under a separate order. The agreement referenced in that order shall govern Your use of such services or Products, and nothing in this order is intended to grant a right to use such services or Products in excess of the terms of that order, such as the services period or number and type of environments specified in a cloud or hosted/managed service order.

You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under this order.

## 9. Additional Third Party Subprocessors:

In addition to the Third-Party Subprocessors listed on My Oracle Support, the following Third-Party Subprocessors may also process Your personal information pursuant to the Services

Third-Party Subprocessor	Location	Type of Service		
N/A				

#### **B. ADDITIONAL ORDER TERMS**

### 1. N/A

Crown Prosecution Service:	Oracle Corporation UK Limited:
Authorized Signature:	Authorized Signature:
Name:	Name:
Title:	Title:
Signature Date:	Signature Date:
Ordering Document Effective Date:	

### **ACS MANAGED SERVICES EXHIBIT**

Your Name: Crown Prosecution Service

Ordering Document Number: GB-1-1BHPVV1-1

Exhibit Number: 1

A. <u>Description of Services Ordered</u>. Services ordered by You within the Managed Services section under the Professional Services Ordered table of the order ("Services"). The service descriptions applicable to the Services Ordered are published in the in the <u>Oracle Managed Cloud Services Service Descriptions</u> published at <u>www.oracle.com/corporate/contracts</u>, and/or incorporated into this exhibit. Oracle updates to the aforementioned service descriptions will not materially reduce the level of performance, functionality, security or availability of the Services during the Term of Your order.

- B. <u>Fees, Expenses and Payment</u>. You agree to pay Oracle the fees for the Services as identified in the Professional Services Ordered table in the order and as described in this exhibit. This fee is invoiced annually in advance of the commencement of the Services and does not include expenses, if applicable, or taxes. This payment obligation is non-cancelable and the sums paid non-refundable, except as otherwise provided in the Master Agreement. If applicable, expenses related to the Services are specified in Your order and will be invoiced monthly as they are incurred.
- C. <u>End of Services</u>. Notwithstanding any provision or interpretation of this exhibit to the contrary, Oracle's obligation to provide You with the Services under this exhibit terminates on the last date of the Term ("End Date"). As of the End Date, any portion of the Services that Oracle has not provided prior to the End Date shall be automatically forfeited by You on the End Date, and You shall not be entitled to any refund, or any credit toward additional or other Services, for any unused portion of the Services. In order for Oracle to provide the Services to You after the End Date, Oracle and You shall mutually agree, in writing, under a separate order and exhibit, to the terms and fees for such Services.
- D. Exclusive Remedy for Missed Service Level. If the Service Specifications define a particular service level with an associated service level credit for your ordered Services under this exhibit, and if Oracle fails to meet such service level with respect to such Services ("Missed Service Level"), then, subject to and in accordance with the terms of the service level within the Service Specifications, Oracle may remit a service level credit to you ("Service Level Credit"). The Service Level Credit will be provided only towards any outstanding balance for such ordered Services owed to Oracle under this exhibit, and the remittance of such Service Level Credit will represent your exclusive remedy, and Oracle's sole liability, for any Missed Service Level. For purposes of clarity, the remittance of a Service Level Credit shall not act to limit the parties' rights or obligations under Your Agreement or order, except with respect to the applicable Missed Service Level.

In order receive such Service Level Credit, You must provide written notice to Oracle no later than five (5) business days after the last day of the particular month of the Missed Service Level for the Services ordered. Your notice must identify the Services that were deficient and describe the deficiency (including the Service Request number notifying Oracle of the deficiency in Services and Missed Service Level), and must be submitted to outsourcingcredit\_ww\_grp@oracle.com.

- E. <u>Limitation of Liability</u>. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS ORDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE TOTAL AMOUNTS ACTUALLY PAID UNDER YOUR ORDER FOR THE SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH LIABILITY.
- F. <u>Managed Cloud Services Delivery Policies</u>. In addition to the policies referenced in the Agreement and Your order for the applicable services, Oracle will comply with the Oracle Managed Cloud Service Delivery Policies,

which are published in the  $\underline{\text{Oracle Managed Cloud Services Service Descriptions}}$  located at  $\underline{\text{www.oracle.com/corporate/contracts}}$