

Oracle Corporation UK Ltd

G-Cloud 14 Supplier Terms

for
Oracle Professional Services

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Part 1: Cloud Service Agreement

This Oracle Cloud Services Agreement (this “**Agreement**”) is between Oracle Corporation UK Limited (“**Oracle**” “**we**,” “**us**,” or “**our**”) and the Buyer (as defined below) named in Your order (as defined below) and executed the same with Oracle (“**You**” or “**Your**”). This Agreement sets forth the terms and conditions that govern Your order executed with Oracle.

For the purposes of clarity, in this Agreement: (i) “Your order” means reference to the “Order Form” entered into by You and Oracle pursuant to the G-Cloud 14 Call-Off Terms, (ii) “You” and “Your” shall mean the “Buyer” named in the Order Form, and (iii) “Oracle”, “we”, “us”, or “our” is Oracle Corporation UK Limited being the “Supplier” as referred to in the G-Cloud 14 Call-Off Terms.

1. USE OF THE SERVICES

- 1.1 We will make the Oracle services listed in Your order (the “Services”) available to You pursuant to this Agreement and Your order. Except as otherwise stated in this Agreement or Your order, You have the nonexclusive, worldwide, limited right to use the Services during the period defined in Your order, unless earlier terminated in accordance with this Agreement or Your order (the “Services Period”), solely for Your internal business operations. You may allow Your Users (as defined below) to use the Services for this purpose, and You are responsible for their compliance with this Agreement and Your order.
- 1.2 The Service Specifications describe and govern the Services. During the Services Period, we may update the Services and Service Specifications (with the exception of the Data Processing Agreement as described below) to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined below). 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 Services Period of Your order.
- 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 in this Agreement and Your order, 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. FEES AND PAYMENT

- 2.1 All fees payable are due within 30 days from the invoice date. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that we must pay based on the Services You ordered, except for taxes based on our income. Fees for Services listed in an order are exclusive of taxes and expenses.
- 2.2 If You exceed the quantity of Services ordered, then You promptly must purchase and pay fees for the excess quantity.
- 2.3 You understand that You may receive multiple invoices for the Services ordered. Invoices will be submitted to You pursuant to Oracle’s Invoicing Standards Policy, which may be accessed at <http://www.oracle.com/us/corporate/contracts/invoicing-standards-policy-1863799.pdf>.

3. OWNERSHIP RIGHTS AND RESTRICTIONS

- 3.1 You or Your licensors retain all ownership and intellectual property rights in and to Your Content (as defined below). We or our licensors retain all ownership and intellectual property rights in and to the Services, derivative works thereof, and anything developed or delivered by or on behalf of us under this Agreement.
- 3.2 You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your order, 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.

- 3.3 You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with this Agreement and Your order. 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.
- 3.4 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 (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 this Agreement or Your order.

4. NON-DISCLOSURE

- 4.1 By virtue of this Agreement, the parties may disclose to each other information that is confidential ("Confidential Information"). Confidential Information shall be limited to the terms and pricing under this Agreement and Your order, Your Content residing in the Services, and all information clearly identified as confidential at the time of disclosure.
- 4.2 A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 4.3 Each party agrees not to disclose the other party's Confidential Information to any third party other than as set forth in the following sentence for a period of five years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, we will protect the confidentiality of Your Content residing in the Services for as long as such information resides in the Services. Each party may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorised disclosure in a manner no less protective than required under this Agreement, and each party may disclose the other party's Confidential Information in any legal proceeding or to a governmental entity as required by law. We will protect the confidentiality of Your Content residing in the Services in accordance with the Oracle security practices defined as part of the Service Specifications applicable to Your order.
- 4.4 Oracle acknowledges that You may be subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and Environmental Information Regulations 2004 ("EIRs") and that requests for information related to the subject matter of this Agreement (or orders under it) may be made under section 8 of the FOIA and/or section 5 of the EIRs.
- 4.5 Nothing in this Agreement shall prevent You from disclosing Oracle confidential information where required under the FOIA or EIRs provided that (i) in good time before any such disclosure (unless legally prohibited) You notify Oracle of such disclosure, (ii) You take into account Oracle's representations relating to such disclosure, and (iii) the disclosure is limited to such disclosure of confidential information as is required by law and does not, according to Oracle's reasonable determination, fall under an exemption provided under FOIA or the EIRs.

5. PROTECTION OF YOUR CONTENT

- 5.1 In order to protect Your Content provided to Oracle as part of the provision of the Services, Oracle will comply with the following:
- a. the relevant Oracle privacy policies applicable to the Services ordered, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and
 - b. 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>.
- 5.2 To the extent Your Content includes Personal Data (as that term is defined in the Data Processing Agreement (as that term is defined below)), Oracle will furthermore comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services as set out in **Part 4 to these Supplier Terms** (the "**Data Processing Agreement**"), unless stated otherwise in Your order. The version of the Data Processing Agreement applicable to Your order (a) is set out in **Part 4 to these Supplier Terms** and is incorporated herein by reference, and (b) will remain in force during the Services Period of Your order. 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.

- 5.3 Without prejudice to Sections 5.1 and 5.2 above, You are responsible for (a) any required notices, consents and/or authorisations related to Your 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 You or Your Users of the Services in a manner that is inconsistent with the terms of this Agreement. To the extent You disclose or transmit Your Content to a third party, we are no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control.
- 5.4 Unless otherwise specified in Your order (including in the Service Specifications), Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to or different from those specified in the Service Specifications. If available for the Services, You may purchase additional services from us (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special data You seek to include in Your Content.

6. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES

- 6.1 Each party represents that it has validly entered into this Agreement and that it has the power and authority to do so. We warrant that during the Services Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications. If the Services provided to You were not performed as warranted, You must promptly provide us with a written notice that describes the deficiency in the Services (including, as applicable, the service request number notifying us of the deficiency in the Services).
- 6.2 **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 YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**
- 6.3 **FOR ANY BREACH OF THE SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT 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.**
- 6.4 **TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES 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.**

7. LIMITATION OF LIABILITY

- 7.1 **NOTHING IN THIS AGREEMENT SHALL EXCLUDE OR LIMIT EITHER PARTY'S LIABILITY FOR PERSONAL INJURY OR DEATH CAUSED BY THE NEGLIGENCE OF THAT PARTY, OR EITHER PARTY'S LIABILITY IN THE TORT OF DECEIT OR FOR FRAUDULENT MISREPRESENTATION.**
- 7.2 **IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), SALES, DATA, DATA USE, GOODWILL, OR REPUTATION.**
- 7.3 **IN NO EVENT SHALL THE AGGREGATE LIABILITY OF ORACLE AND OUR AFFILIATES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR 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.**

8. INDEMNIFICATION

- 8.1 If a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or us depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or us ("Provider" which may refer to You or us depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider, if the Recipient does the following:

- a. notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
- b. gives the Provider sole control of the defence and any settlement negotiations; and
- c. gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.

8.2 If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects our ability to meet obligations under the relevant order, then we may, upon 30 days prior written notice, terminate the order. If such Material is third party technology and the terms of the third party license do not allow us to terminate the license, then we may, upon 30 days prior written notice, end the Services associated with such Material and refund any unused, prepaid fees for such Services.

8.3 The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, or (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any Material not furnished by the Provider. We will not indemnify You to the extent that an infringement claim is based on Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, etc.).

8.4 This Section 8 provides the parties' exclusive remedy for any infringement claims or damages.

9. TERM AND TERMINATION

9.1 This Agreement is valid for the order which this Agreement accompanies.

9.2 Services shall be provided for the Services Period defined in Your order. If stated in the Service Specifications, the Services Period of certain Services will automatically be extended for an additional Services Period of the same duration unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the applicable Services Period of Your intention not to renew such Services, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the applicable Services Period of its intention not to renew such Services.

9.3 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; (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 Agreement.

9.4 If either of us breaches a material term of this Agreement or any order and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate (a) in the case of breach of any order, the order under which the breach occurred; or (b) in the case of breach of the Agreement, the Agreement and any orders that have been placed under the Agreement. If we terminate any orders as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services under such order(s) plus related taxes and expenses. Except for non-payment of fees, the non-breaching party may agree in its sole discretion to extend the thirty (30) day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if You are in default under this Agreement, You may not use those Services ordered.

9.5 At the end of the Services Period, we will make Your Content (as it existed at the end of the Services 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.

9.6 You may terminate the Agreement and all orders under the Agreement on written notice, without excusing You from Your payment obligations under the applicable orders up to the effective date of termination of such orders, if any of the following occurs: (a) Oracle has become insolvent or resolved to go into liquidation; or (b) a proposal is made for

entering into any compromise or arrangement with any or all of Oracle's creditors (other than for the sole purpose of a scheme for a solvent amalgamation of Oracle with one or more other companies or the solvent reconstruction of Oracle); or a receiver is appointed over all or substantially all of the assets of Oracle.

- 9.7 Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, indemnification, payment and others which by their nature are intended to survive.

10. THIRD-PARTY CONTENT, SERVICES AND WEBSITES

- 10.1 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 authorised 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.
- 10.2 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.
- 10.3 You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services 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 Agreement 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 Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.

11. SERVICE MONITORING, ANALYSES AND ORACLE SOFTWARE

- 11.1 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.
- 11.2 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.
- 11.3 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 this Agreement and Your order (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 this Agreement.

12. EXPORT

- 12.1 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 Services deliverables provided under this Agreement, 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.
- 12.2 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 authorisation and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

13. FORCE MAJEURE

Neither You nor we shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic; electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including, without limitation, the denial or cancelation of any export, import or other license); or other event outside the reasonable control of the obligated party. Both You and we will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 30 days, either of You or we may cancel unperformed Services and affected orders upon written notice. This Section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or Your obligation to pay for the Services.

14. GOVERNING LAW AND JURISDICTION

This Agreement is governed by English law and each party agrees to submit to the exclusive jurisdiction of, and venue in, the courts in England in any dispute arising out of or relating to this Agreement.

15. NOTICE

- 15.1 Any notice required under this Agreement shall be provided to the other party in writing. If You have a legal dispute with us or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle Corporation UK Limited, Oracle Parkway, Thames Valley Park, Reading, Berkshire, RG6 1RA, Attention: Director of Legal Services.
- 15.2 We may give notices applicable to our Services customers by means of a general notice on the Oracle portal for the Services, and notices specific to You by electronic mail to Your e-mail address on record in our account information or by written communication sent by first class mail or pre-paid post to Your address on record in our account information.

16. ASSIGNMENT

- 16.1 You may not assign this Agreement or give or transfer the Services, or any interest in the Services, to another individual or entity. Notwithstanding the prior sentence, where You are scheduled to be dissolved (whether as a result of a change in machinery of government or otherwise), You shall be entitled, on prior written notice to Oracle, to assign Your rights acquired under this Agreement and all orders entered into under this Agreement to any Public Sector Entity which substantially performs the functions previously performed by You (“**Assignee**”) in connection with which You made use of the relevant Oracle cloud services pursuant to this Agreement and orders, **PROVIDED THAT**:
- a. You and the Assignee sign Oracle's standard assignment documentation under which the Assignee assumes all rights and obligations with respect to this Agreement and all orders entered into under this Agreement;
 - b. You provide Oracle with all consents necessary for the Assignee to access Your Content, and any other of Your materials in Oracle's possession;
 - c. such assignment shall not increase the burden of Oracle's obligations pursuant to the Agreement or expand, modify or otherwise alter any use or component of the Oracle cloud services You ordered under this Agreement (and if any such assignment increases the burden of Oracle's obligations pursuant to the Agreement, Oracle shall be entitled to such additional charges as may be agreed between the parties, acting reasonably, to compensate for such additional burdens);
 - d. You have paid all fees due as of the date of assignment; and
 - e. You are not in breach of this Agreement or any order.
- 16.2 Following the assignment, You shall immediately discontinue use of the Services ordered under this Agreement. All documentation and other materials received from Oracle relating to the Services will be immediately transferred from You to the Assignee.

17. OTHER

- 17.1 We are an independent contractor, and each party agrees that no partnership, joint venture, or agency relationship exists between the parties.
- 17.2 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 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 this Agreement and, if so, then only to the same extent as we would be responsible for our resources under this Agreement, and any such subcontracting will not diminish Oracle's responsibility towards You under the Agreement.
- 17.3 If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with another term consistent with the purpose and intent of this Agreement.
- 17.4 Except for actions for non-payment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two years after the cause of action has accrued.
- 17.5 Prior to entering into an order governed by this Agreement, You are solely responsible for determining whether the Services meet Your technical, business or regulatory 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 compliance in connection with Your use of the Services.
- 17.6 Upon forty-five (45) days written notice and no more than once every twelve (12) months, Oracle may audit Your compliance with the terms of this Agreement and Your order. You agree to cooperate with Oracle's audit and to provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations.
- 17.7 A person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act of 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party that exists or is available apart from that Act.
- 17.8 Oracle shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Oracle's provision of the cloud services under this Agreement and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the cloud services. You shall comply with all laws to the extent that such laws, by their terms, are expressly applicable to Your use and receipt of the Services (including Your Content) under this Agreement and impose obligations directly upon You with respect to the cloud services.
- 17.9 Oracle shall comply with the Modern Slavery Act 2015 to the extent that it imposes obligations directly upon Oracle.
- 17.10 Oracle has implemented the Oracle Code of Ethics and Business Conduct ("**Code of Conduct**") and appropriate processes for auditing and enforcing the compliance thereof. All Oracle employees are responsible for reading and complying with the Code of Conduct. In addition, Oracle's Anti-Corruption & Supplemental Business Conduct Policy ("**Anti-Corruption Policy**") prohibits corrupt business practices, including bribery, kickbacks, and other improper inducements prohibited by the Bribery Act 2010 (as amended or substituted) and similar anti-bribery laws of other countries in which Oracle engages in business. All Oracle's employees are responsible for reading and complying with the Code of Conduct and Anti-Corruption Policy. You may access a current copies of the Code of Conduct at <http://www.oracle.com/us/corporate/citizenship/introduction/ethics-conduct/index.html>.
- 17.11 Oracle shall perform its obligations under the Agreement in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise).
- 17.12 In the event of any dispute between the parties arising out of or relating to this Agreement or Your order, the parties will endeavour to resolve the dispute in accordance with this Section. Either party may invoke this Section by providing the other party written notice of its decision to do so, including a written description of the dispute. Each party will appoint a Vice President (or higher executive) to discuss the dispute, and the Vice Presidents will use good faith efforts to resolve the dispute. Where You do not have a Vice President, then a 'Vice President' as used in this Section shall mean a person with an equivalent role within Your Public Sector Entity. No formal proceedings for the judicial resolution of such dispute, except for the seeking of equitable relief, may begin until either Vice President concludes that resolution through continued discussion is unlikely. While the parties endeavour to resolve the dispute under this Section, the parties must refrain from exercising any termination rights, the parties must continue to perform their respective

obligations under this Agreement and Your order, and the parties must use reasonable efforts to correct any breaches of this Agreement or Your order.

18. ENTIRE AGREEMENT

- 18.1 You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services. Nothing in this Agreement excludes or limits Oracle's liability for deceit or fraudulent misrepresentation.
- 18.2 It is expressly agreed that the terms of this Agreement and any Oracle order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence; however, unless expressly stated otherwise in an order, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in an order. This Agreement and orders hereunder may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online by authorised representatives of You and of Oracle; however, Oracle may update the Service Specifications, including by posting updated documents on Oracle's websites. No third party beneficiary relationships are created by this Agreement.

19. AGREEMENT DEFINITIONS

- 19.1 **"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.
- 19.2 **"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.
- 19.3 **"Public Sector Entity"** means a public sector body in the United Kingdom, which is governed by public law (including a body that is financed for the most part by regional or local authorities not having an industrial or commercial character) and is established to carry out public services in the public interest ("**Public Sector Body**"), for so long as such Public Sector Body is: (a) a government, legislature or decision making body, UK Ministerial and Non-Ministerial Departments, or one of their executive agencies; (b) a local or district council (which includes borough councils or city councils if such district has a "borough" or "city" status); or (c) a wholly or a majority owned entity of a Public Sector Body that provides public services on behalf of a Public Sector Body provided that such Public Sector Body directly owns more than fifty percent (50%) of the voting securities of such entity and such entity has an administrative, managerial or supervisory board of which more than half of the board of directors are appointed from such Public Sector Body.
- 19.4 **"Service Specifications"** means the following documents, as applicable to the Services under Your order: (a) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in this Agreement; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced in or incorporated into Your order. 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, Program Documentation, and the Data Protection Agreement. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.
- 19.5 **"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.
- 19.6 **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorised by You or on Your behalf to use the Services in accordance with this Agreement and Your order. 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 this Agreement and Your order.
- 19.7 **"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 this Agreement, 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.

Part 2: Professional Services Addendum to the Oracle Cloud Services Agreement

Professional Services Addendum

This Professional Services Addendum (this "PS Addendum") is an addendum to Your Cloud Services Agreement referenced above (the "Agreement") that provides terms applicable to orders for professional services placed under the Agreement ("professional Services"). Definitions used in the Agreement shall have the same meaning under this PS Addendum, unless expressly stated otherwise. In the event of a direct conflict between this PS Addendum and the Agreement, this PS Addendum shall prevail.

1. OWNERSHIP

In addition to Your rights to Your Content under Section 3.1 of the Agreement, You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle in order to perform professional Services.

2. WARRANTY

- a. In addition to the warranties in Section 6.1 of the Agreement, Oracle warrants that it will perform professional Services in a professional manner consistent with industry standards. You must notify Oracle of any warranty deficiencies within 90 days from performance of the deficient professional Services.
- b. FOR ANY BREACH OF THIS PARTICULAR WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE RE-PERFORMANCE OF THE DEFICIENT PROFESSIONAL SERVICES, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROFESSIONAL SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT PROFESSIONAL SERVICES.

3. NONDISCLOSURE

- a. In addition to the definition set forth in Section 4.1 of the Agreement, Confidential Information shall also include non-public personal and financial information.
- b. Oracle represents that it has, and agrees to maintain, an agreement with each of its resources who provide professional Services in order to protect Your Confidential Information in accordance with the terms of the Agreement and this PS Addendum.
- c. Upon Your written request, Oracle shall promptly return or delete any of Your Confidential Information in Oracle's possession and control (except as required for legal or archival purposes).

4. BACKGROUND CHECKS

Pre-employment screening

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;

Latin America - 2006.

Currently, Oracle only keeps screening results for three (3) years after the screening took place, or as otherwise required under applicable law. 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.

Below is an overview of Oracle's 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 three (3) employers in the last five (5) years);
- Criminal record check (note: while all criminal records are individually assessed in accordance with applicable laws and agency guidance, generally, significant crimes involving violence, dishonesty, and certain drug-related offenses are considered disqualifiers, except where a diversion program was successfully completed and/or the case was discharged or judicially dismissed.);
- 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 three (3) employers in the last five (5) 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);
- Financial Probity Check (U.K. only & only when applicable to position).

Latin America

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

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.

5. DRUG FREE WORKPLACE

Oracle's policies prohibit: (a) the manufacture, distribution, dispensing, possession, or use of a controlled substance in the workplace; and (b) reporting to work while under the influence of alcohol or illegally using drugs.

6. COMPLIANCE WITH LAW

- a. Oracle shall comply with all laws to the extent such laws, by their terms, are expressly applicable to Oracle's delivery of professional Services and impose obligations directly upon Oracle in its role as an information technology services provider with respect to the professional Services. You shall comply with all laws to the extent such laws, by their terms, are expressly applicable to Your use and receipt of professional Services and impose obligations directly upon You with respect to the professional Services.
- b. Notwithstanding the foregoing, to the extent You may provide Oracle access to health, payment card, or other sensitive personal information under an order for professional Services that requires the application of specific regulatory, legal, or industry data security obligations, You and Oracle agree to specify such security obligations in the applicable order.

7. MINIMIZE TURNOVER

Oracle recognizes Your general desire to minimize turnover of Oracle employees assigned to perform professional Services under an exhibit. Oracle will therefore use reasonable efforts to minimize any substitution or removal of its employees during the performance of professional Services under an order. However, the preceding sentence shall not limit Oracle's right to substitute or remove employees: (a) whose employment with Oracle ends by termination or resignation; (b) whose performance is suspended (i) due to circumstances outside of their, or Oracle's, control (e.g., bereavement, death, or personal or medical leave) or (ii) under the terms of an order; or (c) based upon the employee's or Oracle's discretion.

8. GENERAL INDEMNIFICATION

- a. Each Party ("**Indemnitor**") shall defend and indemnify the other Party ("**Indemnitee**") against any and all claims of bodily injury and tangible personal property damage resulting from grossly negligent or intentionally wrongful actions or omissions of the Indemnitor or a person employed by the Indemnitor (i.e., as an employee or subcontractor) while performing or participating in on-site professional Services under an order, if such actions or omissions were not proximately caused by the action or omission of the Indemnitee or any third party; provided, however, that the Indemnitee:
 - i. Notifies the Indemnitor promptly in writing, not later than thirty (30) days after Indemnitee receives notice of the claim (or sooner if required by law).
 - ii. Gives the Indemnitor sole control of the defense and any settlement negotiations.
 - iii. Gives the Indemnitor the information, authority, and assistance the Indemnitor needs to defend against or settle the claim.
- b. As used in this section, the term "tangible personal property" shall not include software, documentation, data or data files. The Indemnitor shall have no liability for any claim of bodily injury or tangible personal property damage arising from use of software or hardware. This section states the parties' entire liability and exclusive remedy for bodily injury and property damage.

9. TERMS IN YOUR ORDER

In addition to setting forth the scope of professional Services in an order, You and Oracle may agree upon additional or different terms and conditions in such an order, including, for example, with respect to Your cooperation, project assumptions, fees, expenses, and taxes.

Part 3: Oracle G-Cloud Addendum – for Professional Services

ORACLE CONTRACT INFORMATION

This Addendum incorporates by reference the terms of the Cloud Service Agreement set out in **Part 1 of the Supplier Terms** and the Professional Services Addendum set out in **Part 2 of the Supplier Terms** (together the “**Master Agreement**”). For the purposes of this Addendum, “**You**” and “**Your**” shall mean the “**Buyer**” that has executed the in the Order Form, and “**Oracle**” is Oracle Corporation UK Limited being the “**Supplier**” as referred to in the Call-Off Terms. You and Oracle acknowledge and agree that the rights and duties of the parties under this Addendum do not arise unless a **G-Cloud 14** Order Form for Oracle Professional Services (the “**Order Form**”) is signed by You and Oracle.

For the purposes of clarity, in this Addendum (including any exhibit(s)) any reference to “Your order” or “this order” means the “Order Form” entered into by You and Oracle pursuant to the G-Cloud 14 Call-Off Terms.

A. SERVICES

1. **Description of Services ordered.** You have ordered the applicable Services listed in section A.10 below and detailed in the relevant exhibit(s) (as stated under section A.10), which are incorporated herein by reference. The applicable Services ordered by You are described in Schedule 1 of the Order Form which are either Consulting services only, Managed Cloud Services only or MCS services with Consulting services i.e. Professional Services.
2. **Fees.** All fees are set out in Schedule 2 of the Order Form in accordance with the applicable exhibit(s) under this Addendum, and are in Pound Sterling for the applicable Services. Fees for any time and materials engagements are estimated fees, as detailed in the referenced exhibit and Schedule 2 to the Order Form accordingly.
3. **Applicable Terms and Master Agreement.** Your order incorporates by reference the Oracle Cloud Services Agreement as set out on **Part 1 to these Supplier Terms** and the Professional Services Addendum as set out in **Part 2 to these Supplier Terms** (together the “**Master Agreement**”), the terms and conditions stated under this **Part 3 of the Supplier terms** and the applicable exhibit(s) under this Addendum as identified in Your order.
4. **Segmentation.** The purchase of any Products and related Service Offerings or other Service Offerings are all separate offers and separate from any other order for any Products and related Service Offerings or other Service Offerings You may receive or have received from Oracle. You understand that You may purchase any Products and related Service Offerings or other Service Offerings independently of any other Products or Service Offerings. Your obligation to pay for (a) any Products and related Service Offerings is not contingent on performance of any other Service Offerings or delivery of any other Products or (b) other Service Offerings is not contingent on delivery of any Products or performance of any additional/other Service Offerings. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its affiliate.
5. **Professional Services Delivery Policies.** The Oracle Professional Services Delivery Policies (“**Policies**”) available at <https://www.oracle.com/a/ocom/docs/corporate/professional-services-delivery-policies.pdf> apply to and are incorporated into Your order.
6. **Service Specifications.** The Service Specifications shall include any exhibit(s) attached to Your 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 exhibit(s) attached to Your order; (b) Your order; (c) the Policies; and (d) the Master Agreement.
8. **Rights Granted.** Notwithstanding any other rights granted and/or restrictions provisions in the Master Agreement or any exhibit, for purposes of the Order Form, the following provision is the sole provision under which You are granted rights to use services and deliverables (as defined below) provided under the Order Form:

For the duration of the services period applicable to the Order Form, upon payment in accordance with the Order Form, and subject to the terms of this Addendum (including any attached exhibit), and the Master Agreement, You have the non-exclusive, non-assignable, royalty-free, worldwide, limited right to use the Services and anything developed and delivered by Oracle under the Order Form (“**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 with this Addendum (including any attached exhibit), and the Master Agreement in such use. The services and deliverables may be related to Your right to use cloud or hosted/managed services or Products (as defined in the Oracle Master Agreement in Part 1 to these Supplier Terms) 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.

Oracle or its licensors retain all ownership and intellectual property rights to the services and deliverables, including derivative works thereof. You retain all ownership and intellectual property rights to Your confidential and proprietary information that You provide to Oracle under the Order Form.

9. **Additional Third Party Subprocessors.**

To the extent You provide personal information to Oracle as part of Oracle's provision of Services under this Addendum, Oracle will comply with the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to the Order Form is set out in **Part 4 to these Supplier Terms** and is incorporated herein by reference.

For the services specified in this Addendum, in addition to the Third Party Subprocessors listed on My Oracle Support available at https://support.oracle.com/epmos/faces/MosIndex.jspx?_afLoop=381492560710921&_afWindowMode=0&_adf.ctrl-state=8xra85ms0_4 Document ID 2121811.1, any Third Party Subprocessors named in the Order Form may also process Your personal information.

10. **Exhibits.** The following Exhibits are incorporated into this Addendum:

Managed Cloud Services:

Exhibit 1	Oracle Managed Java Cloud Service B87029 - Oracle Managed Java Cloud Service - Standard
Exhibit 2	Oracle Managed Identity Cloud Service B90152 - Oracle Managed Identity Cloud Service B94577 - Oracle Managed Identity Cloud Service - Foundation
Exhibit 3	Oracle Critical Process Management B90157 - Critical Process Management for SaaS
Exhibit 4	Oracle Regression Testing B90159 - Oracle Regression Testing for SaaS - Base
Exhibit 5	Oracle Extension and Integration Support B90160 - Oracle Extensions and Integrations Support for SaaS
Exhibit 6	Oracle Business Help Desk for SaaS B90164 - Business Helpdesk for SaaS - Base
Exhibit 7	Oracle Cloud Service Units B90168 - Cloud Service Units
Exhibit 8	Oracle Managed Application Cloud B90622 - Managed Hosted Environment - Base
Exhibit 9	Oracle Business Help Desk for Applications Unlimited B92015 - eBusiness Suite
Exhibit 10	Oracle Managed Applications Unlimited on Oracle Technology Cloud Service B92079 - Tier One, Minimum Complexity (Prod DB < 1TB)
Exhibit 11	Oracle Managed Applications Unlimited on Oracle Technology Cloud Service B92080 - Tier One, Low Complexity (Prod DB >=1TB, <3TB)
Exhibit 12	Oracle Managed Applications Unlimited on Oracle Technology Cloud Service B92081 - Tier One, High Complexity (Prod DB>=3TB, <7TB)
Exhibit 13	Oracle Managed Applications Unlimited on Oracle Technology Cloud Service B92082 - Tier Two, Minimum Complexity (Prod DB < 1TB)
Exhibit 14	Oracle Managed Applications Unlimited on Oracle Technology Cloud Service B92083 - Tier Two, Low Complexity (Prod DB >=1TB, <3TB)
Exhibit 15	Oracle Managed Applications Unlimited on Oracle Technology Cloud Service B92084 - Tier Two, High Complexity (Prod DB>=3TB, <7TB)
Exhibit 16	Oracle Mission Critical Support for SaaS B92112 - Mission Critical Support for SaaS - Entry
Exhibit 17	Oracle Mission Critical Support for SaaS B92116 - Mission Critical Support for SaaS - Basic
Exhibit 18	Oracle Mission Critical Support for SaaS B92120 - Mission Critical Support for SaaS - Standard
Exhibit 19	Oracle Mission Critical Support for SaaS B92124 - Mission Critical Support for SaaS - Advanced
Exhibit 20	Oracle Managed Enterprise Application Cloud B92630 - Oracle Managed Enterprise Application Cloud - Base

Exhibit 21	Oracle Managed Database as a Service B92800 - Oracle Managed Database as a Service - Standard Base B92802 - Oracle Managed Database as a Service - Managed Database
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Consulting Services:

Exhibit A	OCS Fixed Price
Exhibit B	OCS Fixed Price (With Defined Deliverables)
Exhibit C	OCS Time and Materials

EXHIBIT 1
Oracle Managed Java Cloud Service B87029 - Oracle Managed Java Cloud Service - Standard

A. Specific Terms of the Order Form

1. Agreement

Oracle Cloud Services Agreement as set out in **Part 1 to these Supplier Terms** and **Part 3 to the Supplier Terms**.

2. Payment Terms:

Net thirty (30) days from invoice date.

3. Payment Frequency:

Annually in Advance.

4. Currency:

Pound Sterling

5. Offer Valid through:

The validity of the offer will be established in the Order Form

6. Service Specifications

The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Terms to the Order Form

ORACLE MANAGED CLOUD SERVICES TERMS

The terms in this Oracle Managed Cloud Services Terms section apply only to services in Schedule 1 to Your order for "B87029 - Oracle Managed Java Cloud Service - Standard" (individually, a "**Managed Cloud Service**", and collectively, the "**Managed Cloud Services**"). Capitalised terms used in this section but not defined within this order have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at <https://support.oracle.com> by searching on Document ID 780129.5.

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the "*Managed Cloud Services exhibit 1*" in Your order.

1. Services Ordered

The Managed Cloud Services purchased by You under this order are described in the Oracle Managed Cloud Services Service Descriptions published at www.oracle.com/contracts.

2. Your Obligations

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

a. You acknowledge that the Managed Cloud Services are designed with capabilities for You and Your Users to access the Managed Cloud Services without regard to geographic location and to transfer or otherwise move Your Content between the Managed Cloud 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. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

b. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Managed Cloud Services via a network connection that meets Oracle's specifications.

c. You acknowledge that (i) you have separately acquired and will continue to maintain for the duration of the Managed Cloud Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "**Premier Support**"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including, without limitation, those for which the Managed Cloud Services are provided, (ii) you will maintain licenses and technical support for any Third Party Software or Required Software used in your Environment(s), and (iii) your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical support are obtained.

d. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including, without limitation, any Required Software) or perform the services under this order. Unless specified otherwise in a Service Description, you are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Managed Cloud Service.

e. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Managed Cloud Services.

f. The performance of Managed Cloud Services is contingent upon you meeting your obligations and responsibilities as described in the Service Specifications and applicable Service Description. You acknowledge and agree that (i) any exception to your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.

g. You acknowledge and agree that if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, due to your failure to meet the obligations and responsibilities specified in the Service Description, you will be required to purchase applicable additional services from Oracle.

h. You agree to pay within thirty (30) days of written notification any fees applicable to Your use of the Managed Cloud Services in excess of Your rights. If You do not pay, Oracle can end Your Managed Cloud Services

3. Services Period

The Services Period of the Managed Cloud Service shall begin on the execution of this order and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such service under the applicable Service Description within the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, (ii) the end of the term specified in the Cloud Services table on the first page of this order; or (iii) the termination or expiration of the Managed Cloud Services in accordance with the Agreement or this order (the "**Managed Cloud Services Period**").

Any unused Managed Cloud Service remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such services.

4. Warranty and Disclaimers

The sole and exclusive warranty for a Managed Cloud Service is that Oracle warrants that the service will be provided in all material respects in accordance with the Service Level set forth in the applicable Service Description in the Oracle Managed Cloud Services Service Descriptions; if such Service Description does not contain a Service Level, the sole and exclusive warranty for such service is that Oracle warrants that the Managed Cloud Service will be provided in all material respects with the applicable Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND ALL WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5. Exclusive Remedy

If a Managed Cloud Service provided to You for any given month during the term of such service was not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If a Managed Cloud Service has a Service Level set forth in the applicable Service Description, and such service was deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in such Service Description. For deficiency of any other Managed Cloud Service, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable Managed Cloud Service.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit **WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.**

6. Use of Managed Cloud Services

Oracle may make changes or updates to the Managed Cloud Services during the Managed Cloud Services Period, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

You acknowledge and agree that (i) if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description due to your failure to meet the obligations and responsibilities specified in the Service Description or this order, you will be required to purchase applicable additional services from Oracle; use of Managed Cloud Service in a manner not consistent with the Service Specifications and the Service Descriptions may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the service is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

7. Data Privacy

In performing Non-Cloud service offerings identified as Advanced Customer Support ("ACS") or Managed Cloud Services ("MCS") under this order, Oracle will comply with the Oracle Services Privacy Policy, and the following:

For ACS services the Oracle Consulting & Advanced Customer Services Security Practices,

For MCS services the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Service Descriptions.

The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at <http://www.oracle.com/contracts> and are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in Your order. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Services Descriptions are available under the category "Cloud Services" at <http://www.oracle.com/contracts>.

During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. Unless otherwise specified in this order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in this order. You are responsible for any required notices, consents and/or authorizations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

EXHIBIT 2

Oracle Managed Identity Cloud Service

B90152 - Oracle Managed Identity Cloud Service

B94577 - Oracle Managed Identity Cloud Service - Standard

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 2*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](#) published at www.oracle.com/corporate/contracts, 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.

1. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Section(s) referenced below in the Oracle Managed Identity Cloud Service Description shall be modified as follows. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Description.

Oracle Managed Identity Cloud Service Service Maximums

Type	Quantity/Frequency
Service Delivery Reviews	Quarterly

B. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wv_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 3

Oracle Critical Process Management

B90157 - Critical Process Management for SaaS

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 3*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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 Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 4**Oracle Regression Testing**

B90159 - Oracle Regression Testing for SaaS - Base

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 4*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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.

1. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Section(s) referenced below in the Oracle Regression Testing Description shall be modified as follows. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Description.

Service		Quantity/Type
Primary Hours of Operation		8x5
Service Language		U. S. English
Initiation Phase		1 Month
Service Request System		Oracle/MOS
Account & Service Review Frequency		One-time
Number of Regression Test Scripts to be transitioned	Manual	0
	Automated	0
Number of Additional Regression Test Scripts that Oracle will create or modify	Manual	Up to 0 One-time
	Automated	Up to 0 One-time
Number of Regression Test Script Executions	Manual	Up to 0 One-time
	Automated	Up to 0 One-time

B. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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](mailto:outsourcingcredit_grp@oracle.com).

E. **Limitation of Liability**. 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. **Managed Cloud Services Delivery Policies**. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 5

Oracle Extension and Integration Support

B90160 - Oracle Extensions and Integrations Support for SaaS

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 5*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the [Oracle Managed Cloud Services Service Descriptions](#) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 6

Oracle Business Help Desk for SaaS

B90164 - Business Helpdesk for SaaS - Base

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 6*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 7

Oracle Cloud Service Units
B90168 - Cloud Service Units

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 7*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](#) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 8

Oracle Managed Application Cloud

B90622 - Managed Hosted Environment - Base

A. Specific Terms of the Order Form

1. Agreement

Oracle Cloud Services Agreement as set out in **Part 1 to these Supplier Terms**.

2. Payment Terms:

Net 30 days from invoice date.

3. Payment Frequency:

Annually in Advance

4. Currency:

Pound Sterling

5. Offer Valid through:

The validity of the offer will be established in the Order Form

6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at <http://www.oracle.com/contracts>.

7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

B. Additional Terms to the Order Form

ORACLE MANAGED CLOUD SERVICES TERMS

The terms in this Oracle Managed Cloud Services Terms section apply only to services in Schedule 1 to Your order for "B90622 - Managed Hosted Environment - Base " (individually, a "**Managed Cloud Service**", and collectively, the "**Managed Cloud Services**"). Capitalised terms used in this section but not defined within this order have the meaning set forth in the Agreement, or the Oracle Managed Cloud Services Definitions Schedule available at <https://support.oracle.com> by searching on Document ID 780129.5.

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the "*Managed Cloud Services exhibit 8*" in Your order.

1. Services Ordered

The Managed Cloud Services purchased by You under this order are described in the Oracle Managed Cloud Services Service Descriptions published at www.oracle.com/contracts.

2. Your Obligations

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

a. You acknowledge that the Managed Cloud Services are designed with capabilities for You and Your Users to access the Managed Cloud Services without regard to geographic location and to transfer or otherwise move Your Content between the Managed Cloud 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. Additionally, for Oracle Cloud at Customer Services, You are responsible for providing adequate physical and network security (e.g., intrusion detection systems, access controls, and firewalls) to prevent unauthorized access to Your Oracle Cloud Services from Your networks.

b. You are responsible for acquiring and maintaining all applicable software, equipment, and telecommunications required to connect to the Managed Cloud Services via a network connection that meets Oracle's specifications.

c. You acknowledge that (i) you have separately acquired and will continue to maintain for the duration of the Managed Cloud Services a cloud subscription or the licenses and Oracle Software Update License & Support (also referred to as "**Premier Support**"), or any equivalent successor Oracle technical support offering, for any necessary Oracle programs, including, without limitation, those for which the Managed Cloud Services are provided, (ii) you will maintain licenses and technical support for any Third Party Software or Required Software used in your Environment(s), and (iii) your use of such programs and technical support are governed solely by the agreement(s) under which such subscription or licenses and technical support are obtained.

d. You shall obtain at your sole expense any and all rights (including license rights) and consents from third parties necessary for Oracle and its subcontractors to access Third Party Software (including, without limitation, any Required Software) or perform the services under this order. Unless specified otherwise in a Service Description, you are solely responsible for maintenance of, the performance of, any testing of, and resolving any issues related to, Third Party Software, and any other software transitioned into your Environment(s) without Oracle's prior consent, as well as the impact that such Third Party Software and such other software may have on the Managed Cloud Service.

e. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations from your termination or modification of the employment of any of your employees in connection with Managed Cloud Services.

f. The performance of Managed Cloud Services is contingent upon you meeting your obligations and responsibilities as described in the Service Specifications and applicable Service Description. You acknowledge and agree that (i) any exception to your compliance with such obligations and responsibilities is granted on the condition that Oracle is not responsible for the resulting consequences.

g. You acknowledge and agree that if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, due to your failure to meet the obligations and responsibilities specified in the Service Description, you will be required to purchase applicable additional services from Oracle.

h. You agree to pay within thirty (30) days of written notification any fees applicable to Your use of the Managed Cloud Services in excess of Your rights. If You do not pay, Oracle can end Your Managed Cloud Services.

3. Services Period

The Services Period of the Managed Cloud Service shall begin on the execution of this order and shall end on the earlier of the following to occur: (i) Oracle's performance of the quantity of such service under the applicable Service Description within the timeframe set forth in the Service Description, or the Cloud Services table on the first page of this order, (ii) the end of the term specified in the Cloud Services table on the first page of this order; or (iii) the termination or expiration of the Managed Cloud Services in accordance with the Agreement or this order (the "**Managed Cloud Services Period**").

Any unused Managed Cloud Service remaining at the end of the applicable term shall be forfeited, and Oracle shall have no further obligation with respect to such services.

4. Warranty and Disclaimers

The sole and exclusive warranty for a Managed Cloud Service is that Oracle warrants that the service will be provided in all material respects in accordance with the Service Level set forth in the applicable Service Description in the Oracle Managed Cloud Services Service Descriptions; if such Service Description does not contain a Service Level, the sole and exclusive warranty for such service is that Oracle warrants that the Managed Cloud Service will be provided in all material respects with the applicable Service Description.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS EXCLUSIVE AND ALL WARRANTIES OR CONDITIONS, INCLUDING, WITHOUT LIMITATION, FOR HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

ORACLE DOES NOT WARRANT THAT SERVICES WILL BE PROVIDED UNINTERRUPTED OR ERROR-FREE. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

5. Exclusive Remedy

If a Managed Cloud Service provided to You for any given month during the term of such service was not in accordance with the warranty specified in the previous Section, You must provide written notice to Oracle no later than five (5) business days after the last day of that particular month. Your notice must describe the deficiency (including the Service Request number notifying Oracle of the deficiency in service), and must be submitted to outsourcingcredit_ww@oracle.com.

If a Managed Cloud Service has a Service Level set forth in the applicable Service Description, and such service was deficient, Oracle will remit, if applicable, a services fee credit for such month calculated as set forth in such Service Description. For deficiency of any other Managed Cloud Service, Oracle will remit, if applicable, a services fee credit for such month calculated at 10 percent of the monthly payment amount for the applicable Managed Cloud Service.

The credit will be in the form of a credit towards any outstanding balance for Managed Cloud Services owed to Oracle, and the remittance of such credit **WILL REPRESENT YOUR EXCLUSIVE REMEDY, AND ORACLE'S SOLE LIABILITY, FOR ALL BREACHES OF ANY WARRANTY SPECIFIED IN THIS ORDER.**

6. Use of Managed Cloud Services

Oracle may make changes or updates to the Managed Cloud Services during the Managed Cloud Services Period, including to reflect changes in technology, industry practices, and patterns of system use and reserves the right to provide services from locations, and/or through use of subcontractors, worldwide.

You acknowledge and agree that (i) if Oracle's performance of activities specified within a Service Description exceeds the timeframe set forth in the Service Description due to your failure to meet the obligations and responsibilities specified in the Service Description or this order, you will be required to purchase applicable additional services from Oracle; use of Managed Cloud Service in a manner not consistent with the Service Specifications and the Service Descriptions may adversely affect services performance and/or may result in additional fees, and (ii) if Oracle's cost of providing the service is increased because of a circumstance outside of Oracle's control, then additional fees for the additional work performed by Oracle due to such circumstances may apply.

7. Data Privacy

In performing Non-Cloud service offerings identified as Advanced Customer Support ("**ACS**") or Managed Cloud Services ("**MCS**") under this order, Oracle will comply with the Oracle Services Privacy Policy, and the following:

For ACS services the Oracle Consulting & Advanced Customer Services Security Practices,

For MCS services the Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Service Descriptions.

The Services Privacy Policy is available at <http://www.oracle.com/legal/privacy/services-privacy-policy.html> and is incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices are available under the category "Advanced Customer Services" at <http://www.oracle.com/contracts> and are incorporated herein by reference. The Oracle Consulting & Advanced Customer Services Security Practices do not apply to Services identified in Your order. The Managed Cloud Services Delivery Policies for Oracle Public Cloud in the MCS Services Descriptions are available under the category "Cloud Services" at <http://www.oracle.com/contracts>.

During the Term, Oracle may update the policy and practices to reflect changes in, among other things, laws, regulations, rules, technology, and industry practices. Such updates will not materially reduce the level of performance, functionality, security, or availability of the Services during the Term. Unless otherwise specified in this order, Your Content may not include any sensitive or special data that imposes specific data security or data protection obligations on Oracle in addition to those specified in this order. You are responsible for any required notices, consents and/or authorisations related to Your provision of, and our processing of, Your Content (including any Services Personal Information) as part of the Services.

EXHIBIT 9**Oracle Business Help Desk for Applications Unlimited**
B92015 - eBusiness Suite

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 9*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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.

1. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Section(s) referenced below in the Oracle Business Help Desk for Applications Unlimited Service Description shall be modified as follows. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Description.

Oracle Business Help Desk for Applications Unlimited for OCI Service Maximums

Service		Quantity/Type
Primary Hours of Operation	SR Types 1-4	8x5
Service Language		U.S. English
Service Request System		Oracle/MOS
Identified Oracle Programs		eBusiness Suite
Identified CEMLIIs		300
Cloud Service Units (CSUs) per Year		904
Critical Business Processes		5
Initiation Phase		2 months

B. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_grp@oracle.com.

E. **Limitation of Liability**. 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. **Managed Cloud Services Delivery Policies**. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 10

Oracle Managed Applications Unlimited on Oracle Technology Cloud Service

B92079 - Tier One, Minimum Complexity (Prod DB < 1TB)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 10*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 11

Oracle Managed Applications Unlimited on Oracle Technology Cloud Service

B92080 – Tier One, Low Complexity (Prod DB >=1TB, <3TB)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 11*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 12

Oracle Managed Applications Unlimited on Oracle Technology Cloud Service

B92081 - Tier One, High Complexity (Prod DB>=3TB, <7TB)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 12*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts), published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 13

Oracle Managed Applications Unlimited on Oracle Technology Cloud Service

B92082 - Tier Two, Minimum Complexity (Prod DB < 1TB)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 13*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 14

Oracle Managed Applications Unlimited on Oracle Technology Cloud Service

B92083 - Tier Two, Low Complexity (Prod DB >=1TB, <3TB)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 14*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 15

Oracle Managed Applications Unlimited on Oracle Technology Cloud Service

B92084 - Tier Two, High Complexity (Prod DB>=3TB, <7TB)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 15*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts), published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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 (“**End Date**”), 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 (“**End Date**”). 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 16

Oracle Mission Critical Support for SaaS

B92112 - Mission Critical Support for SaaS - Entry

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 16*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 17

Oracle Mission Critical Support for SaaS

B92116 - Mission Critical Support for SaaS - Basic

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 17*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 18
Oracle Mission Critical Support for SaaS
B92120 - Mission Critical Support for SaaS - Standard

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 18*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](#) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 19
Oracle Mission Critical Support for SaaS
B92124 - Mission Critical Support for SaaS - Advanced

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 19*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](#) published at www.oracle.com/corporate/contracts, 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. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](#) located at www.oracle.com/corporate/contracts.

EXHIBIT 20**Oracle Managed Enterprise Application Cloud**

B92630 - Oracle Managed Enterprise Application Cloud - Base

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 20*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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.

1. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Section(s) referenced below in the Oracle Managed Enterprise Application Cloud Service Description shall be modified as follows. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Description.

Oracle Managed Enterprise Application Cloud Service Maximums

Type	Quantity/Frequency
Application Availability Service Level Target	99.5%
Enhanced Recovery Services	1 hour RPO / 12 hour RTO / Annual Testing Frequency
Database	VM Database System

B. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle’s acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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_wg_grp@oracle.com.

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT 21

Oracle Managed Database as a Service

B92800 - Oracle Managed Database as a Service - Standard Base

B92802 - MCS - Oracle Managed Database as a Service - Managed Database

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Managed Cloud Services exhibit 21*” in Your order.

A. Description of Services Ordered. Services ordered by You within the “Managed Services” section under the table in Schedule 1 to Your order (“**Services**”). The service descriptions applicable to the Services Ordered are published in the in the [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) published at www.oracle.com/corporate/contracts, 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.

1. Modifications to Service Descriptions/Schedules.

a. Modifications to Service Descriptions. The Section(s) referenced below in the Oracle Managed Database as a Service Description shall be modified as follows. Notwithstanding anything to the contrary, the modification set forth in this section shall take precedence over the original unmodified content of the Service Description.

Oracle Managed Database as a Service Service Maximums

Services	Quantity/Type
Number of Pluggable Databases (PDBs)	
Number of Managed Databases	1

B. Fees, Expenses and Payment. 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 Services and does not include expenses, if applicable, or taxes. This fee for Services and any applicable taxes shall be invoiced, due, and payable, upon Your execution of and Oracle's acceptance of the order; 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. Such expenses will be invoiced monthly as they are incurred.

C. End of Services. 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](mailto:outsourcingcredit_grp@oracle.com).

E. Limitation of Liability. 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. Managed Cloud Services Delivery Policies. 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 [Oracle Managed Cloud Services Service Descriptions](http://www.oracle.com/corporate/contracts) located at www.oracle.com/corporate/contracts.

EXHIBIT A

Oracle Consulting Services

Fixed Price/Fixed Capacity Exhibit

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “Fixed Price Exhibit” or “Exhibit A” in Your order.

1. Description of Services

Oracle will assist You with the Services detailed in Schedule 1 of the Order Form. Oracle will provide You with up to an agreed number of hours or person days of Services (“**program**”) in Your identified Oracle product or service environment, provided that such hours or person days may only be used for Oracle’s performance of the mutually agreed tasks listed in Schedule 1 of the Order Form. The hours or person days of Services must be used within an agreed time period from the effective date of the Order Form ordering document (“**Services period**”). Any hours or person days not used within the Services period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other Services, for any unused portion of the fees paid for any unused hours or person days. You may not use the hours and/or days, or fees paid, for any Services other than the Services stated in the Order Form. In order for Oracle to provide Services to You after the Services period, Oracle and You shall mutually agree, in writing, under a separate order, the terms and fees for such Services. Where the Services specified are provided to assist You with the development of deliverables, as may be identified, You acknowledge and agree that Your payment of fees for Services is not conditioned upon acceptance and/or completion of the deliverables.

Anything not expressly listed in the Description of Services section in Your Order Form is not included in the scope of, or estimated fees for, Services.

2. Your Cooperation and Project Assumptions

Subject to the terms in the Policies, You acknowledge that Oracle’s ability to perform the Services depends upon Your cooperation, the project assumptions and fulfilment of the obligations as more particularly described in the Policies and in Schedule 1 to the Order Form.

You acknowledge that Oracle’s ability to perform the Services may require additional obligations and project assumptions in addition to those set out below, which will be identified in Schedule 1 to the Order Form accordingly. Oracle, at its sole discretion, may add to, disapply or modify any of the following obligations dependant on the Services You have purchased and such additions/modifications will be described in Schedule 1 to the Order Form.

A. Your Obligations

Unless expressly stated otherwise in the Policies and Schedule 1 to the Order Form, the following obligations apply to You for the applicable Services:

Oracle Evolve Services

1. In respect of Services relating to Oracle’s Evolve services (as identified in Schedule 1 to the Order Form), the following additional obligations shall apply:
 - i. Provide Oracle access to Your non-production environment and confirm that it is an accurate representation of Your production environment
 - ii. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
 - iii. Except for the specific Oracle Evolve Services in (iv) and (v) below, assign up to two (2) stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Services modules.
 - iv. Oracle Evolve “Business Adoption” Services - up to six (6) stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Services modules.
 - v. Oracle Evolve “Enduring Capabilities” Services - up to six (6) stakeholders representing Your organisation for operating the Oracle Fusion Cloud Services modules.
 - vi. For Oracle Evolve “User Adoption” Services only, identify and agree with You one (1) persona type defined as a profile of individuals that reflect a business employee type that uses the Oracle Cloud Services modules.
 - vii. Review any recommendations arising from the services, and satisfy yourself as to the course of action to be taken, and take such actions as you so determine.
 - viii. For Stabilisation Services, You will provide four (4) weeks’ notice for any required change to the work schedule of Oracle resources.
 - ix. Assign stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Application modules.

- x. Assign stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Application modules.

Oracle True Cloud Method ("TCM") Services

- 2. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional obligations shall apply:
 - i. Establish an appropriate governance structure, working with Oracle that includes:
 - a) A Steering Committee consisting of members of Your management team (including your Project Sponsor) and both parties' Project Managers to review project progress, resolve strategic issues, and approve any deviations to the project approach, scope, methodology, cost and/or schedule. The Project Sponsor will also be in attendance (in person or by audio).
 - b) A Project Board which reviews (at least bi-weekly) a joint status report prepared by the Project Managers (Yours and the Oracle Project Manager) focusing on management by exception of the key upcoming milestones, any slippages to the plan, any issues or risks escalated from the Project Teams and agrees the appropriate mitigation actions and ownership/responsibility for actions.
 - c) Implementation of a Project Office to plan, track and report on project progress with processes based on Oracle's TCM guidelines and templates.
 - d) Appoint a Project Sponsor to oversee the Services and to participate on the Steering Committee and allow Oracle to nominate a representative to participate in Steering Committee meetings. Your Sponsor and the Oracle representative (Oracle Project Sponsor) will meet regularly before Steering Committees (and as required) to review project progress and agree appropriate actions to be taken by each organisation for the management of the project.
 - ii. Ensure that Your project manager and project team reviews and is trained in Oracle's TCM as it relates to Oracle's project management processes and its intended use for Your project.
 - iii. Modify Your processes as necessary to comply with the Oracle Modern Best Practices and standard functionality of the Oracle Cloud Application.
 - iv. Be responsible for Your internal policies and operating procedures related to the adoption of the standard Oracle Cloud Application processes and functionality.
 - v. Develop any internal policies and procedures for Your Oracle Cloud Application related to the adoption of the standard functionality.
 - vi. If applicable to the Services, be responsible for the extraction, transformation, data cleansing and reconciliation of the extracted data from Your identified legacy source/target system that You are responsible for (as more particularly described in Schedule 1 to the Order Form), into the pre-defined format of the standard template and includes the ongoing maintenance of Your data resulting from the data load activities. This will apply for each data load for the migration into Your Oracle Cloud Application and will be in line with the agreed data migration strategy. This includes the ongoing maintenance of Your data resulting from the data load activities.
 - vii. Be responsible for managing third party delivery schedules to meet project timeline.
 - viii. Accept that part of the work performed by Oracle will not be on-site at Your locations.
 - ix. If applicable to the Services, ensure that, prior to the commencement of the implementation of the relevant in-scope Oracle Cloud product domain (as more particularly described in Schedule 1 to the Order Form), Your domain leads will understand the main system features. If required, this understanding can be acquired by reviewing the available online Cloud application documentation, self-paced learning tools or by attending Oracle University overview and/or configuration training.
 - x. Out-of-Scope Business Transformation Obligations - the following additional obligations under sections A.2.x.a to A.2.x.d are applicable to the Order Form if business transformation services are **not** in scope as set out in the Order Form:
 - a) Conduct all necessary organisational change management activities, including, but not limited to, corporate communications, business process changes, and procedural or policy changes. This needs to be undertaken in line with Oracle True Cloud Method to a level which will ensure swift acceptance by your team and users of the Oracle Cloud Applications in scope and the related change in business processes.
 - b) Co-ordinate handling of Oracle Cloud Services and Cloud Operations related activities through Your service administrator. You are responsible for the handling and reporting of Service Requests to the Oracle Support team.
 - c) Triage and follow-up defects, related to the standard Oracle Cloud Services or standard cloud hosted software acquired under a separate order document, in order not to jeopardize timelines.
 - d) Ensure Your Oracle Cloud environments are accessible prior to the commencement of Services.
 - xi. In-Scope Business Transformation Obligations - if business transformation services are in scope, the above sections A.2.x obligations do not apply and instead the following additional obligations sections A.2.xi.a to A.2.xi.f are applicable to the Order Form:
 - a) Appoint process owner(s) for the in-scope process areas, as detailed in Schedule 1 to the Order Form, to take ownership of the business impacts analysis and business change planning and execution.

- b) Appoint a business adoption lead(s), stakeholder engagement & communications lead(s) and training & adoption support lead(s) to take ownership of a activities for these areas and provide alignment with existing approaches and resources.
- c) Appoint an IT service management lead to work alongside Oracle to assist with the analysis, development and execution of the activities per Your IT operationg model definition.
- d) Develop and deploy Your IT service management model in reference to the analysis provided by Oracle.
- e) Provide any detailed process documentation and business-operating procedures that You may require in addition to what Oracle will deliver for each process in scope;
- f) Provide any documentation of manual or non-system processes that You may require.
- xii. Training Obligations - The following additional obligations are applicable to the Order Form if training services are in scope as set out in the Order Form:
 - a) Be responsible for cascade of training to end users in line with defined training plans; this training will be provided by Your identified key trainers, following their attendance at Train the Trainer sessions run by Oracle;
 - b) Be responsible for the development of training materials over and above those providedby Oracle- these being based on standard Oracle materials and/or Your end-to-end business process documentation - to support training sessions, including Your legacy systems training in support of business process changes and off-system process activities
- xiii. Be responsible for installation of any required software on Your devices (computers, smart phones, etc.) (For example, Fusion Desktop Extension for MS Office, Smart View)
- xiv. Become familiar with the configured application in advance of final validation (acceptance) testing, this requires hands-on experience with Your Oracle Cloud Application in order to become proficient in terms of designing and executing validation use cases.
- xv. Prepare final validation (acceptance) test use cases (to be available at least one week in advance of the planned start) and execute the final validation (acceptance) test with assistance from Oracle as defined in Section 1 above.
- xvi. Participate in any integration design and development work workshops hosted by Oracle and perform any integration design and development work required in relation to Your legacy systems.
- xvii. Provide input in to the Strategy documents (i.e. Data Migration Strategy, Integration Strategy, Cut-over Strategy, Test Strategy and Change Plan) to cover all non-Oracle activity.
- xviii. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organisation/end-user specific policies and procedures.
- xix. Be responsible for making Your the legacy or third party systems available for integration testing or data migration testing before the planned dates.
- xx. Be responsible for any customisation necessary in the legacy systems.
- xxi. Any additional technical obligations specific to the 'solution set' from the detail in the TCM Service Description document (including without limitation Soar services) shall be specified in the Order Form.
- 3. Specific responsibilities and assumptions may in addition to the above will be set out or referenced in Schedule 1 to the Order Form accordingly.

B. Project Assumptions

Unless expressly stated otherwise stated in the Policies and Schedule 1 to the Order Form, the following project assumptions apply to the applicable Services:

- 1. A person day is defined as one (1) resource working for up to eight (8) hours.
- 2. The person days or hours (as the case may be) of Services must be used within the services period. Any person days or hours not used within the services period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused person days or hours. In order for Oracle to provide additional or different services, or to perform the Services after the services period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

Oracle Evolve Services

- 3. In respect of Services relating to Oracle's Evolve services (as identified in Schedule 1 to the Order Form), the following additional assumptions shall apply:
 - i. Anything not expressly listed in the description of Services is not included in the scope of, or estimated fees for, Services.
 - ii. In respect of the Evolve Update Service, only new features/functions categorised in the Oracle Cloud Readiness release notes as "UI or Process-Based: Larger Scale (Feature Delivered Enabled)" and "Customer Must Take Action before Use by End Users (Feature Delivered Disabled)" will be reviewed as part of the Services.
 - iii. The Services do not include making updates to Your existing configuration of the Oracle Cloud Services modules or implementing any new features/functions.
 - iv. All Services delivered by Oracle will be performed remotely.
 - v. A person day is defined as one (1) resource working for up to eight (8) hours.

- vi. All documentation, presentations, and communications are in English language.
- vii. All documentation is created using standard Oracle documents, templates, and formats.
- viii. In respect of Services which Oracle identifies as being Oracle Evolve Services, the following additional definitions shall apply:
 - a. 'Cloud' is a general term meaning hosted services over the internet.
 - b. 'Oracle Cloud Services' shall mean the Oracle Software as a Service ("SaaS") and/ or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
 - c. 'Oracle Cloud Application' shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions and interfaces deployed to Your production environment.
 - d. 'Standard Functionality' shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
 - e. 'Configure' and 'Configuration' shall mean the setup of the applications using the Standard Functionality provided within the relevant Oracle Cloud Services release identified by Oracle.
 - f. 'Oracle Cloud Application Improvement' shall mean a change to the configuration, implementation, operation, components, or use of Your Oracle Cloud Application.
 - g. 'Improvement Request' and 'IR' shall mean a request from You for Oracle to conduct an assessment of a potential Oracle Cloud Application Improvement.
 - h. 'Stakeholders' shall mean representatives of Your organisation authorised to make decisions which will provide input to the Services included in this Exhibit.

Oracle True Cloud Method ("TCM") Services

- 4. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional obligations shall apply:
 - i. All project documentation, presentations and project communication will be in English.
 - ii. All project documentation will be created using standard Oracle documents, templates and formats.
 - iii. The staging environments required to implement the scope of services specified in this Exhibit are set out in Schedule 1 of Your Order Form. If an additional stage environment is required to support the agreed project timelines, this additional staging environment will be provided by You in a timely manner.
 - iv. 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.
 - v. It is estimated that a certain percentage (as determined by Oracle) of the Services under this exhibit will be performed onsite by Oracle and this estimated percentage will be stated in Schedule 1 to the Order Form. In case significantly more onsite presence is required, any additional costs to Oracle will be handled via the Change Control process. In the event such percentage amount is not indicated, it is assumed that the Services will be performed by Oracle remotely only.
 - vi. The Oracle Application process model is defined by Oracle with the following levels:
 - o Level 0 – end to end process (e.g., Lead to Order, Record to Report, Order to Cash, Hire to Retire)
 - o Level 1 – business process
 - o Level 2 – detailed business process (sub-process)
 - o Level 3 – sub-process activities
 - o Level 4 – task (operating procedures)
 - vii. Oracle will provide standard Oracle Application process documentation to Level 3 for use in the development of Your end-to-end process design and leverage standard Oracle Cloud Applications assets and documents for use during key engagement activities across the implementation project (e.g. Design Workshops, Key User Training, Validation).
 - viii. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional definitions shall apply:
 - a. 'Oracle Cloud Services' shall mean the Oracle Software as a Service ("SaaS") and/or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
 - b. 'Standard Functionality' shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.

- c. 'Oracle Cloud Application' shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions, data migrations and interfaces as included in the scope of this Exhibit.
- d. '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.
- e. 'Cloud' is a general term meaning hosted services over the internet.
- f. 'Oracle Modern Best Practices' shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the Standard Functionality contained in the respective Oracle Cloud Services.
- g. 'Oracle Cloud Operations' shall mean the Oracle organisation in charge of operating the subscribed services.
- ix. The implementation will follow the Oracle TCM for Cloud application implementations.
- x. The Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) do not include configuration of all standard module functionality contained within Oracle Cloud Services; Oracle will configure only such standard module functionality that is designed to enable the Oracle Modern Best Practices and which relate to the scope of Services defined in this Exhibit. The scope is based upon current release of the Oracle Cloud Services at project start date
- xi. Oracle will configure the business processes (as Oracle may particularly determine and state in Schedule 1 to the Order Form) in the modules of Your Oracle Cloud Application, based on Oracle Modern Best Practices.
- xii. A table may be provided in Schedule 1 to the Order Form to map the business processes in scope to the Oracle Cloud Services that you will obtain under separate contract prior to the commencement of Services.

3. **Completion of Services**

Where Fees are expressed to be payable on completion of Services, upon completion of the Services, Oracle will provide You with written notice (e.g., a completion certificate). If You fail to provide written notice to Oracle that the Services do not conform to the description as set forth in section 1. above, within five (5) business days after the date of Oracle's written notice of completion, (the "**review period**"), then the Services shall be deemed completed at the end of the review period.

4. **Fees, Expenses and Taxes**

- 4.1. You agree to pay Oracle the fees detailed in the Order Form. All the Fees stated in the Order Form do not include expenses, if applicable, or taxes. An estimate for expenses related to the providing of the Services shall be set out in the Order Form. Except as stated otherwise in the following subsections, such expenses will be invoiced monthly as they are incurred.
- 4.2. **Pre-payment in Full.** Where Fees are expressed to be pre-paid in full, You agree to pay Oracle the fee as specified in the Order Form for the Services. described in this exhibit. This fee is invoiced in advance of Services being performed. This fee for Services and any applicable taxes shall be invoiced upon Your execution of and Oracle's acceptance of the Order Form, upon which this fee becomes due and payable; this payment obligation is non-cancelable and the sums paid non-refundable, except as may otherwise be provided in the Master Agreement.
- 4.3. **Payment by Installment.** Where Fees are expressed to be **payable in instalments** You agree to pay Oracle the fees agreed for the Services in an agreed number of instalments (as outlined in the Order Form). After each instalment date, Oracle shall invoice, and You shall pay, the corresponding payment amount, and Your payment obligation is non-cancellable and the sum paid non-refundable.
- 4.4. **Payment of Services for Completion of Services.** Where Fees are expressed to be **payable on completion** once the Services are completed, or deemed completed, in accordance with Section 3 (Completion of Services) above, the fee becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancellable and the sum paid non-refundable upon completion of Services.
- 4.5. **International Tax.** If offshore resources are performing onsite Services, You acknowledge that the performance of Services under this exhibit such use of resources from a country or location other than that in which the Services are to be performed ("**non-native resources**"), may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are be performed. These costs are separate from and in addition to expenses. The costs as related to the performance of Services under this exhibit are defined as Resource Costs. Accordingly, for Services performed under this exhibit, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

5. **Project Management**

You agree to designate a Point of Contact who will work with the Oracle project manager and each party shall be responsible for coordinating its activities under this exhibit. You and Oracle each shall direct all inquiries concerning the Services to the other party's contact. Your Point of Contact shall have the authority to approve Services on Your behalf. Oracle's project managers shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resources.

6. **Decommissioning of Service**

On termination of Services, Oracle Consulting will return equipment or materials belonging to You that are in Oracle Consulting's possession. For the avoidance of doubt, the Services under this exhibit do not include any services related to transitioning of configuration information or other information to You or any third party specified by You. In order for Oracle Consulting to provide such services to You, Oracle Consulting and You shall mutually agree in writing, under a separate ordering document and exhibit, on the terms and fees for such additional services.

EXHIBIT B

Oracle Consulting Services

Fixed Price Exhibit (with acceptance of deliverables)

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “Fixed Price Exhibit (with deliverables)” or “Exhibit B” in Your order.

1. Description of Services and deliverables

Oracle will assist You with the Services detailed in Schedule 1 of the Order Form. Services performed under this exhibit shall be for the purpose of providing the agreed deliverables listed in the Order Form.

Anything not expressly listed in the Description of Services section in Your Order Form is not included in the scope of, or estimated fees for, Services.

2. Your Cooperation and Project Assumptions

Subject to the terms in the Policies, You acknowledge that Oracle’s ability to perform the Services depends upon Your cooperation, the project assumptions and fulfilment of the obligations as more particularly described in the Policies and in Schedule 1 to the Order Form.

You acknowledge that Oracle’s ability to perform the Services may require additional obligations and project assumptions in addition to those set out below, which will be identified in Schedule 1 to the Order Form accordingly. Oracle, at its sole discretion, may add to, disapply or modify any of the following obligations dependant on the Services You have purchased and such additions/modifications will be described in Schedule 1 to the Order Form.

A. Your Obligations

Unless expressly stated otherwise in the Policies and Schedule 1 to the Order Form, the following obligations apply to You for the applicable Services:

Oracle Evolve Services

1. In respect of Services relating to Oracle’s Evolve services (as identified in Schedule 1 to the Order Form), the following additional obligations shall apply:
 - i. Provide Oracle access to Your non-production environment and confirm that it is an accurate representation of Your production environment
 - ii. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
 - iii. Except for the specific Oracle Evolve Services in (iv) and (v) below, assign up to two (2) stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Services modules.
 - iv. Oracle Evolve “Business Adoption” Services - up to six (6) stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Services modules.
 - v. Oracle Evolve “Enduring Capabilities” Services - up to six (6) stakeholders representing Your organisation for operating the Oracle Fusion Cloud Services modules.
 - vi. For Oracle Evolve “User Adoption” Services only, identify and agree with You one (1) persona type defined as a profile of individuals that reflect a business employee type that uses the Oracle Cloud Services modules.
 - vii. Review any recommendations arising from the services, and satisfy yourself as to the course of action to be taken, and take such actions as you so determine.
 - viii. For Stabilisation Services, You will provide four (4) weeks’ notice for any required change to the work schedule of Oracle resources.
 - ix. Assign stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Application modules.
 - x. Assign stakeholders representing Your organization for operating the Oracle Cloud Application modules.

Oracle True Cloud Method (“TCM”) Services

2. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional obligations shall apply:
 - i. Establish an appropriate governance structure, working with Oracle that includes:
 - a) A Steering Committee consisting of members of Your management team (including your Project Sponsor) and both parties’ Project Managers to review project progress, resolve strategic issues,

- and approve any deviations to the project approach, scope, methodology, cost and/or schedule. The Project Sponsor will also be in attendance (in person or by audio).
- b) A Project Board which reviews (at least bi-weekly) a joint status report prepared by the Project Managers (Yours and the Oracle Project Manager) focusing on management by exception of the key upcoming milestones, any slippages to the plan, any issues or risks escalated from the Project Teams and agrees the appropriate mitigation actions and ownership/responsibility for actions.
 - c) Implementation of a Project Office to plan, track and report on project progress with processes based on Oracle's TCM guidelines and templates.
 - d) Appoint a Project Sponsor to oversee the Services and to participate on the Steering Committee and allow Oracle to nominate a representative to participate in Steering Committee meetings. Your Sponsor and the Oracle representative (Oracle Project Sponsor) will meet regularly before Steering Committees (and as required) to review project progress and agree appropriate actions to be taken by each organisation for the management of the project.
- ii. Ensure that Your project manager and project team reviews and is trained in Oracle's TCM as it relates to Oracle's project management processes and its intended use for Your project.
 - iii. Modify Your processes as necessary to comply with the Oracle Modern Best Practices and standard functionality of the Oracle Cloud Application.
 - iv. Be responsible for Your internal policies and operating procedures related to the adoption of the standard Oracle Cloud Application processes and functionality.
 - v. Develop any internal policies and procedures for Your Oracle Cloud Application related to the adoption of the standard functionality.
 - vi. If applicable to the Services, be responsible for the extraction, transformation, data cleansing and reconciliation of the extracted data from Your identified legacy source/target system that You are responsible for (as more particularly described in Schedule 1 to the Order Form), into the pre-defined format of the standard template and includes the ongoing maintenance of Your data resulting from the data load activities. This will apply for each data load for the migration into Your Oracle Cloud Application and will be in line with the agreed data migration strategy. This includes the ongoing maintenance of Your data resulting from the data load activities.
 - vii. Be responsible for managing third party delivery schedules to meet project timeline.
 - viii. Accept that part of the work performed by Oracle will not be on-site at Your locations.
 - ix. If applicable to the Services, ensure that, prior to the commencement of the implementation of the relevant in-scope Oracle Cloud product domain (as more particularly described in Schedule 1 to the Order Form), Your domain leads will understand the main system features. If required, this understanding can be acquired by reviewing the available online Cloud application documentation, self-paced learning tools or by attending Oracle University overview and/or configuration training.
 - x. Out-of-Scope Business Transformation Obligations - the following additional obligations under sections A.2.x.a to A.2.x.d are applicable to the Order Form if business transformation services are **not** in scope as set out in the Order Form:
 - a) Conduct all necessary organisational change management activities, including, but not limited to, corporate communications, business process changes, and procedural or policy changes. This needs to be undertaken in line with Oracle True Cloud Method to a level which will ensure swift acceptance by your team and users of the Oracle Cloud Applications in scope and the related change in business processes.
 - b) Co-ordinate handling of Oracle Cloud Services and Cloud Operations related activities through Your service administrator. You are responsible for the handling and reporting of Service Requests to the Oracle Support team.
 - c) Triage and follow-up defects, related to the standard Oracle Cloud Services or standard cloud hosted software acquired under a separate order document, in order not to jeopardize timelines.
 - d) Ensure Your Oracle Cloud environments are accessible prior to the commencement of Services.
 - xi. In-Scope Business Transformation Obligations - if business transformation services are in scope, the above sections A.2.x obligations do not apply and instead the following additional obligations sections A.2.xi.a to A.2.xi.f are applicable to the Order Form:
 - a) Appoint process owner(s) for the in-scope process areas, as detailed in Schedule 1 to the Order Form, to take ownership of the business impacts analysis and business change planning and execution.
 - b) Appoint a business adoption lead(s), stakeholder engagement & communications lead(s) and training & adoption support lead(s) to take ownership of a ctivities for these areas and provide alignment with existing approaches and resources.
 - c) Appoint an IT service management lead to work alongside Oracle to assist with the analysis, development and execution of the activities per Your IT operationg model definition.
 - d) Develop and deploy Your IT service management model in reference to the analysis provided by Oracle.
 - e) Provide any detailed process documentation and business-operating procedures that You may require in addition to what Oracle will deliver for each process in scope;
 - f) Provide any documentation of manual or non-system processes that You may require.
 - xii. Training Obligations - The following additional obligations are applicable to the Order Form if training services are in scope as set out in the Order Form:

- a) Be responsible for cascade of training to end users in line with defined training plans; this training will be provided by Your identified key trainers, following their attendance at Train the Trainer sessions run by Oracle;
 - b) Be responsible for the development of training materials over and above those provided by Oracle- these being based on standard Oracle materials and/or Your end-to-end business process documentation - to support training sessions, including Your legacy systems training in support of business process changes and off-system process activities
 - xiii. Be responsible for installation of any required software on Your devices (computers, smart phones, etc.) (For example, Fusion Desktop Extension for MS Office, Smart View)
 - xiv. Become familiar with the configured application in advance of final validation (acceptance) testing, this requires hands-on experience with Your Oracle Cloud Application in order to become proficient in terms of designing and executing validation use cases.
 - xv. Prepare final validation (acceptance) test use cases (to be available at least one week in advance of the planned start) and execute the final validation (acceptance) test with assistance from Oracle as defined in Section 1 above.
 - xvi. Participate in any integration design and development work workshops hosted by Oracle and perform any integration design and development work required in relation to Your legacy systems.
 - xvii. Provide input in to the Strategy documents (i.e. Data Migration Strategy, Integration Strategy, Cut-over Strategy, Test Strategy and Change Plan) to cover all non-Oracle activity.
 - xviii. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organisation/end-user specific policies and procedures.
 - xix. Be responsible for making Your the legacy or third party systems available for integration testing or data migration testing before the planned dates.
 - xx. Be responsible for any customisation necessary in the legacy systems.
 - xxi. Any additional technical obligations specific to the 'solution set' from the detail in the TCM Service Description document (including without limitation Soar services) shall be specified in the Order Form.
3. Specific responsibilities and assumptions may in addition to the above will be set out or referenced in Schedule 1 to the Order Form accordingly.

B. Project Assumptions

Unless expressly stated otherwise stated in the Policies and Schedule 1 to the Order Form, the following project assumptions apply to the applicable Services:

1. A person day is defined as one (1) resource working for up to eight (8) hours.
2. The person days or hours (as the case may be) of Services must be used within the services period. Any person days or hours not used within the services period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused person days or hours. In order for Oracle to provide additional or different services, or to perform the Services after the services period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

Oracle Evolve Services

1. In respect of Services relating to Oracle's Evolve services (as identified in Schedule 1 to the Order Form), the following additional assumptions shall apply:
 - i. Anything not expressly listed in the description of Services is not included in the scope of, or estimated fees for, Services.
 - ii. In respect of the Evolve Update Service, only new features/functions categorised in the Oracle Cloud Readiness release notes as "UI or Process-Based: Larger Scale (Feature Delivered Enabled)" and "Customer Must Take Action before Use by End Users (Feature Delivered Disabled)" will be reviewed as part of the Services.
 - iii. The Services do not include making updates to Your existing configuration of the Oracle Cloud Services modules or implementing any new features/functions.
 - iv. All Services delivered by Oracle will be performed remotely.
 - v. A person day is defined as one (1) resource working for up to eight (8) hours.
 - vi. All documentation, presentations, and communications are in English language.
 - vii. All documentation is created using standard Oracle documents, templates, and formats.
 - viii. In respect of Services which Oracle identifies as being Oracle Evolve Services, the following additional definitions shall apply:
 - a. 'Cloud' is a general term meaning hosted services over the internet.
 - b. 'Oracle Cloud Services' shall mean the Oracle Software as a Service ("SaaS") and/ or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
 - c. 'Oracle Cloud Application' shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions and interfaces deployed to Your production environment.

- d. 'Standard Functionality' shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
- e. 'Configure' and 'Configuration' shall mean the setup of the applications using the Standard Functionality provided within the relevant Oracle Cloud Services release identified by Oracle.
- f. 'Oracle Cloud Application Improvement' shall mean a change to the configuration, implementation, operation, components, or use of Your Oracle Cloud Application.
- g. 'Improvement Request' and 'IR' shall mean a request from You for Oracle to conduct an assessment of a potential Oracle Cloud Application Improvement.
- h. 'Stakeholders' shall mean representatives of Your organisation authorised to make decisions which will provide input to the Services included in this Exhibit.

Oracle True Cloud Method ("TCM") Services

2. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional obligations shall apply:
 - i. All project documentation, presentations and project communication will be in English.
 - ii. All project documentation will be created using standard Oracle documents, templates and formats.
 - iii. The staging environments required to implement the scope of services specified in this Exhibit are set out in Schedule 1 of Your Order Form. If an additional stage environment is required to support the agreed project timelines, this additional staging environment will be provided by You in a timely manner.
 - iv. 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.
 - v. It is estimated that a certain percentage (as determined by Oracle) of the Services under this exhibit will be performed onsite by Oracle and this estimated percentage will be stated in Schedule 1 to the Order Form. In case significantly more onsite presence is required, any additional costs to Oracle will be handled via the Change Control process. In the event such percentage amount is not indicated, it is assumed that the Services will be performed by Oracle remotely only.
 - vi. The Oracle Application process model is defined by Oracle with the following levels:
 - o Level 0 – end to end process (e.g., Lead to Order, Record to Report, Order to Cash, Hire to Retire)
 - o Level 1 – business process
 - o Level 2 – detailed business process (sub-process)
 - o Level 3 – sub-process activities
 - o Level 4 – task (operating procedures)
 - vii. Oracle will provide standard Oracle Application process documentation to Level 3 for use in the development of Your end-to-end process design and leverage standard Oracle Cloud Applications assets and documents for use during key engagement activities across the implementation project (e.g. Design Workshops, Key User Training, Validation).
 - viii. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional definitions shall apply:
 - a. 'Oracle Cloud Services' shall mean the Oracle Software as a Service ("SaaS") and/or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
 - b. 'Standard Functionality' shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
 - c. 'Oracle Cloud Application' shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions, data migrations and interfaces as included in the scope of this Exhibit.
 - d. '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.
 - e. 'Cloud' is a general term meaning hosted services over the internet.
 - f. 'Oracle Modern Best Practices' shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the Standard Functionality contained in the respective Oracle Cloud Services.
 - g. 'Oracle Cloud Operations' shall mean the Oracle organisation in charge of operating the subscribed services.
 - ix. The implementation will follow the Oracle TCM for Cloud application implementations.

- x. The Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) do not include configuration of all standard module functionality contained within Oracle Cloud Services; Oracle will configure only such standard module functionality that is designed to enable the Oracle Modern Best Practices and which relate to the scope of Services defined in this Exhibit. The scope is based upon current release of the Oracle Cloud Services at project start date
- xi. Oracle will configure the business processes (as Oracle may particularly determine and state in Schedule 1 to the Order Form) in the modules of Your Oracle Cloud Application, based on Oracle Modern Best Practices.
- xii. A table may be provided in Schedule 1 to the Order Form to map the business processes in scope to the Oracle Cloud Services that you will obtain under separate contract prior to the commencement of Services.

3. **Acceptance of Deliverables**

Upon completion of any deliverable set forth in Schedule 1 of Your 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. If the deliverable does not conform with its description for such deliverable specified in the Order Form, You shall have three (3) business days after Oracle's submission of the deliverable ("**acceptance period**") to give Oracle written notice specifying the deficiencies in detail. Oracle shall use reasonable efforts at no cost to You to promptly cure any such deficiencies and, after completing such cure, Oracle shall resubmit the deliverable for Your review within a new acceptance period. Upon accepting any deliverable, You shall provide Oracle with written acceptance of such deliverable. If You fail to provide written notice of any deficiencies within the acceptance period, such deliverable shall be deemed accepted at the end of the acceptance period.

4. **Fees, Expenses, and Taxes**

- 4.1. You agree to pay Oracle the fees detailed in the Order Form for the Services and deliverables described in Your Order Form. All the Fees stated in the Order Form do not include expenses, if applicable, or taxes. An estimate for expenses related to the providing of the Services shall be set out in the Order Form. Except as stated otherwise in the following subsections, such expenses will be invoiced monthly.
- 4.2. **Payment per Deliverable.** Where payment is agreed to be made **per deliverable**, once a deliverable is accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), the corresponding deliverable fee for such deliverable specified below becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such deliverable fee; this payment obligation shall become non-cancellable and the sum paid non-refundable on such acceptance date.
- 4.3. **Payment by Milestone or Phase.** Where payment is agreed to be made **per milestone or phase**, upon completion of a milestone or phase, the corresponding milestone or phase fee for such milestone becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such milestone fee; this payment obligation shall become non-cancellable and the sum paid non-refundable on such completion date. A milestone or phase is completed once all the deliverable(s) under such milestone or phase are accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables). Any expenses will be invoiced monthly.
- 4.4. **Payment of Services for Completion of Deliverables.** Where payment is agreed to be made **upon completion of all Deliverables**, once all deliverables are accepted, or deemed accepted, in accordance with Section 3 (Acceptance of Deliverables), the fee specified in the Order Form becomes due and payable and Oracle shall thereafter invoice, and You shall pay, such fee; this payment obligation shall become non-cancelable and the sum paid non-refundable on the acceptance date.
- 4.5. **International Tax.** If offshore resources are performing onsite Services, You acknowledge that the performance of the Services may involve use of resources from a country or location other than that in which the services are to be performed ("**non-native resources**"). The use of non-native resources may create a tax reporting and filing obligation for such resource in such country or location, and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the services are to be performed. These costs ("**Resource Costs**") are separate from and in addition to expenses, and You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

5. **Project Management**

You and Oracle each agree to designate a project manager who shall work together to facilitate an efficient delivery of the Services. Your project manager shall have the authority to approve Services on Your behalf. Oracle shall have the sole right to exercise direct control and supervision over the work assignments of Oracle resource.

6. **Decommissioning of Service**

On termination of Services, Oracle Consulting will return equipment or materials belonging to You that are in Oracle Consulting's possession. For the avoidance of doubt, the Services under this exhibit do not include any services related to transitioning of configuration information or other information to You or any third party specified by You. In order for Oracle Consulting to provide such services to You, Oracle Consulting and You shall mutually agree in writing, under a separate ordering document and exhibit, on the terms and fees for such additional services.

EXHIBIT C

Oracle Consulting Services

Time and Materials Exhibit

Your order incorporates by reference the terms of this exhibit. This exhibit may also be referred to as the “*Time and Materials Exhibit*” or “*Exhibit B*” in Your order.

1. Description of Services

Oracle will assist You with the Services detailed in Schedule 1 of the Order Form. Where the Services specified are provided to assist You with the development of deliverables, as may be identified, You acknowledge and agree that Your payment of fees for Services is not conditioned upon acceptance and/or completion of the deliverables.

Anything not expressly listed in the Description of Services section in Your Order Form is not included in the scope of, or estimated fees for, Services.

2. Your Cooperation and Project Assumptions

Subject to the terms in the Policies, You acknowledge that Oracle’s ability to perform the Services depends upon Your cooperation, the project assumptions and fulfilment of the obligations as more particularly described in the Policies and in Schedule 1 to the Order Form.

You acknowledge that Oracle’s ability to perform the Services may require additional obligations and project assumptions in addition to those set out below, which will be identified in Schedule 1 to the Order Form accordingly. Oracle, at its sole discretion, may add to, disapply or modify any of the following obligations dependant on the Services You have purchased and such additions/modifications will be described in Schedule 1 to the Order Form.

C. Your Obligations

Unless expressly stated otherwise in the Policies and Schedule 1 to the Order Form, the following obligations apply to You for the applicable Services:

Oracle Evolve Services

1. In respect of Services relating to Oracle’s Evolve services (as identified in Schedule 1 to the Order Form), the following additional obligations shall apply:
 - i. Provide Oracle access to Your non-production environment and confirm that it is an accurate representation of Your production environment
 - ii. Limit Oracle’s access to any production environments or shared development environments to the extent necessary for Oracle to perform Services.
 - iii. Except for the specific Oracle Evolve Services in (iv) and (v) below, assign up to two (2) stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Services modules.
 - iv. Oracle Evolve “Business Adoption” Services - up to six (6) stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Services modules.
 - v. Oracle Evolve “Enduring Capabilities” Services - up to six (6) stakeholders representing Your organisation for operating the Oracle Fusion Cloud Services modules.
 - vi. For Oracle Evolve “User Adoption” Services only, identify and agree with You one (1) persona type defined as a profile of individuals that reflect a business employee type that uses the Oracle Cloud Services modules.
 - vii. Review any recommendations arising from the services, and satisfy yourself as to the course of action to be taken, and take such actions as you so determine.
 - viii. For Stabilisation Services, You will provide four (4) weeks’ notice for any required change to the work schedule of Oracle resources.
 - ix. Assign stakeholders representing Your specific business processes implemented by Your existing configuration of Oracle Cloud Application modules.
 - x. Assign stakeholders representing Your organization for operating the Oracle Cloud Application modules.

Oracle True Cloud Method (“TCM”) Services

2. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional obligations shall apply:
 - i. Establish an appropriate governance structure, working with Oracle that includes:
 - a) A Steering Committee consisting of members of Your management team (including your Project Sponsor) and both parties’ Project Managers to review project progress, resolve strategic issues,

- and approve any deviations to the project approach, scope, methodology, cost and/or schedule. The Project Sponsor will also be in attendance (in person or by audio).
- b) A Project Board which reviews (at least bi-weekly) a joint status report prepared by the Project Managers (Yours and the Oracle Project Manager) focusing on management by exception of the key upcoming milestones, any slippages to the plan, any issues or risks escalated from the Project Teams and agrees the appropriate mitigation actions and ownership/responsibility for actions.
 - c) Implementation of a Project Office to plan, track and report on project progress with processes based on Oracle's TCM guidelines and templates.
 - d) Appoint a Project Sponsor to oversee the Services and to participate on the Steering Committee and allow Oracle to nominate a representative to participate in Steering Committee meetings. Your Sponsor and the Oracle representative (Oracle Project Sponsor) will meet regularly before Steering Committees (and as required) to review project progress and agree appropriate actions to be taken by each organisation for the management of the project.
- ii. Ensure that Your project manager and project team reviews and is trained in Oracle's TCM as it relates to Oracle's project management processes and its intended use for Your project.
 - iii. Modify Your processes as necessary to comply with the Oracle Modern Best Practices and standard functionality of the Oracle Cloud Application.
 - iv. Be responsible for Your internal policies and operating procedures related to the adoption of the standard Oracle Cloud Application processes and functionality.
 - v. Develop any internal policies and procedures for Your Oracle Cloud Application related to the adoption of the standard functionality.
 - vi. If applicable to the Services, be responsible for the extraction, transformation, data cleansing and reconciliation of the extracted data from Your identified legacy source/target system that You are responsible for (as more particularly described in Schedule 1 to the Order Form), into the pre-defined format of the standard template and includes the ongoing maintenance of Your data resulting from the data load activities. This will apply for each data load for the migration into Your Oracle Cloud Application and will be in line with the agreed data migration strategy. This includes the ongoing maintenance of Your data resulting from the data load activities.
 - vii. Be responsible for managing third party delivery schedules to meet project timeline.
 - viii. Accept that part of the work performed by Oracle will not be on-site at Your locations.
 - ix. If applicable to the Services, ensure that, prior to the commencement of the implementation of the relevant in-scope Oracle Cloud product domain (as more particularly described in Schedule 1 to the Order Form), Your domain leads will understand the main system features. If required, this understanding can be acquired by reviewing the available online Cloud application documentation, self-paced learning tools or by attending Oracle University overview and/or configuration training.
 - x. Out-of-Scope Business Transformation Obligations - the following additional obligations under sections A.2.x.a to A.2.x.d are applicable to the Order Form if business transformation services are **not** in scope as set out in the Order Form:
 - a) Conduct all necessary organisational change management activities, including, but not limited to, corporate communications, business process changes, and procedural or policy changes. This needs to be undertaken in line with Oracle True Cloud Method to a level which will ensure swift acceptance by your team and users of the Oracle Cloud Applications in scope and the related change in business processes.
 - b) Co-ordinate handling of Oracle Cloud Services and Cloud Operations related activities through Your service administrator. You are responsible for the handling and reporting of Service Requests to the Oracle Support team.
 - c) Triage and follow-up defects, related to the standard Oracle Cloud Services or standard cloud hosted software acquired under a separate order document, in order not to jeopardize timelines.
 - d) Ensure Your Oracle Cloud environments are accessible prior to the commencement of Services.
 - xi. In-Scope Business Transformation Obligations - if business transformation services are in scope, the above sections A.2.x obligations do not apply and instead the following additional obligations sections A.2.xi.a to A.2.xi.f are applicable to the Order Form:
 - a) Appoint process owner(s) for the in-scope process areas, as detailed in Schedule 1 to the Order Form, to take ownership of the business impacts analysis and business change planning and execution.
 - b) Appoint a business adoption lead(s), stakeholder engagement & communications lead(s) and training & adoption support lead(s) to take ownership of a ctivities for these areas and provide alignment with existing approaches and resources.
 - c) Appoint an IT service management lead to work alongside Oracle to assist with the analysis, development and execution of the activities per Your IT operationg model definition.
 - d) Develop and deploy Your IT service management model in reference to the analysis provided by Oracle.
 - e) Provide any detailed process documentation and business-operating procedures that You may require in addition to what Oracle will deliver for each process in scope;
 - f) Provide any documentation of manual or non-system processes that You may require.
 - xii. Training Obligations - The following additional obligations are applicable to the Order Form if training services are in scope as set out in the Order Form:

- a) Be responsible for cascade of training to end users in line with defined training plans; this training will be provided by Your identified key trainers, following their attendance at Train the Trainer sessions run by Oracle;
 - b) Be responsible for the development of training materials over and above those provided by Oracle- these being based on standard Oracle materials and/or Your end-to-end business process documentation - to support training sessions, including Your legacy systems training in support of business process changes and off-system process activities
 - xiii. Be responsible for installation of any required software on Your devices (computers, smart phones, etc.) (For example, Fusion Desktop Extension for MS Office, Smart View)
 - xiv. Become familiar with the configured application in advance of final validation (acceptance) testing, this requires hands-on experience with Your Oracle Cloud Application in order to become proficient in terms of designing and executing validation use cases.
 - xv. Prepare final validation (acceptance) test use cases (to be available at least one week in advance of the planned start) and execute the final validation (acceptance) test with assistance from Oracle as defined in Section 1 above.
 - xvi. Participate in any integration design and development work workshops hosted by Oracle and perform any integration design and development work required in relation to Your legacy systems.
 - xvii. Provide input in to the Strategy documents (i.e. Data Migration Strategy, Integration Strategy, Cut-over Strategy, Test Strategy and Change Plan) to cover all non-Oracle activity.
 - xviii. Develop any necessary end-user documentation, including, but not limited to, documenting specific business practices, data examples and organisation/end-user specific policies and procedures.
 - xix. Be responsible for making Your the legacy or third party systems available for integration testing or data migration testing before the planned dates.
 - xx. Be responsible for any customisation necessary in the legacy systems.
 - xxi. Any additional technical obligations specific to the 'solution set' from the detail in the TCM Service Description document (including without limitation Soar services) shall be specified in the Order Form.
3. Specific responsibilities and assumptions may in addition to the above will be set out or referenced in Schedule 1 to the Order Form accordingly.

D. Project Assumptions

Unless expressly stated otherwise stated in the Policies and Schedule 1 to the Order Form, the following project assumptions apply to the applicable Services:

1. A person day is defined as one (1) resource working for up to eight (8) hours.
2. The person days or hours (as the case may be) of Services must be used within the services period. Any person days or hours not used within the services period will be automatically forfeited by You, with no further action required of either party, and You will not be entitled to a refund, or any credit toward additional or other services, for any unused portion of the fees paid for any unused person days or hours. In order for Oracle to provide additional or different services, or to perform the Services after the services period, Oracle and You must mutually agree upon a separate ordering document and exhibit for such services.

Oracle Evolve Services

1. In respect of Services relating to Oracle's Evolve services (as identified in Schedule 1 to the Order Form), the following additional assumptions shall apply:
 - i. Anything not expressly listed in the description of Services is not included in the scope of, or estimated fees for, Services.
 - ii. In respect of the Evolve Update Service, only new features/functions categorised in the Oracle Cloud Readiness release notes as "UI or Process-Based: Larger Scale (Feature Delivered Enabled)" and "Customer Must Take Action before Use by End Users (Feature Delivered Disabled)" will be reviewed as part of the Services.
 - iii. The Services do not include making updates to Your existing configuration of the Oracle Cloud Services modules or implementing any new features/functions.
 - iv. All Services delivered by Oracle will be performed remotely.
 - v. A person day is defined as one (1) resource working for up to eight (8) hours.
 - vi. All documentation, presentations, and communications are in English language.
 - vii. All documentation is created using standard Oracle documents, templates, and formats.
 - viii. In respect of Services which Oracle identifies as being Oracle Evolve Services, the following additional definitions shall apply:
 - a 'Cloud' is a general term meaning hosted services over the internet.
 - b 'Oracle Cloud Services' shall mean the Oracle Software as a Service ("SaaS") and/ or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
 - c 'Oracle Cloud Application' shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions and interfaces deployed to Your production environment.

- d 'Standard Functionality' shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
- e 'Configure' and 'Configuration' shall mean the setup of the applications using the Standard Functionality provided within the relevant Oracle Cloud Services release identified by Oracle.
- f 'Oracle Cloud Application Improvement' shall mean a change to the configuration, implementation, operation, components, or use of Your Oracle Cloud Application.
- g 'Improvement Request' and 'IR' shall mean a request from You for Oracle to conduct an assessment of a potential Oracle Cloud Application Improvement.
- h 'Stakeholders' shall mean representatives of Your organisation authorised to make decisions which will provide input to the Services included in this Exhibit.

Oracle True Cloud Method ("TCM") Services

2. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional obligations shall apply:
 - i. All project documentation, presentations and project communication will be in English.
 - ii. All project documentation will be created using standard Oracle documents, templates and formats.
 - iii. The staging environments required to implement the scope of services specified in this Exhibit are set out in Schedule 1 of Your Order Form. If an additional stage environment is required to support the agreed project timelines, this additional staging environment will be provided by You in a timely manner.
 - iv. 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.
 - v. It is estimated that a certain percentage (as determined by Oracle) of the Services under this exhibit will be performed onsite by Oracle and this estimated percentage will be stated in Schedule 1 to the Order Form. In case significantly more onsite presence is required, any additional costs to Oracle will be handled via the Change Control process. In the event such percentage amount is not indicated, it is assumed that the Services will be performed by Oracle remotely only.
 - vi. The Oracle Application process model is defined by Oracle with the following levels:
 - o Level 0 – end to end process (e.g., Lead to Order, Record to Report, Order to Cash, Hire to Retire)
 - o Level 1 – business process
 - o Level 2 – detailed business process (sub-process)
 - o Level 3 – sub-process activities
 - o Level 4 – task (operating procedures)
 - vii. Oracle will provide standard Oracle Application process documentation to Level 3 for use in the development of Your end-to-end process design and leverage standard Oracle Cloud Applications assets and documents for use during key engagement activities across the implementation project (e.g. Design Workshops, Key User Training, Validation).
 - viii. In respect of Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form) the following additional definitions shall apply:
 - a. 'Oracle Cloud Services' shall mean the Oracle Software as a Service ("SaaS") and/or Platform as a Service ("PaaS") offerings subscribed by You. The term "Oracle Cloud Services" does not include the Services included in this Exhibit.
 - b. 'Standard Functionality' shall mean the standard functionality of the Oracle Programs as set out in the relevant Program Documentation.
 - c. 'Oracle Cloud Application' shall mean the software application configured based on the Oracle Cloud Services subscribed by You plus any other extensions, data migrations and interfaces as included in the scope of this Exhibit.
 - d. '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.
 - e. 'Cloud' is a general term meaning hosted services over the internet.
 - f. 'Oracle Modern Best Practices' shall mean a collection of business processes that are pre-defined by Oracle and are designed to map to certain portions of the Standard Functionality contained in the respective Oracle Cloud Services.
 - g. 'Oracle Cloud Operations' shall mean the Oracle organisation in charge of operating the subscribed services.
 - ix. The implementation will follow the Oracle TCM for Cloud application implementations.
 - x. The Services which Oracle delivers based on its TCM (as identified in Schedule 1 to the Order Form)

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

- xi. Oracle will configure the business processes (as Oracle may particularly determine and state in Schedule 1 to the Order Form) in the modules of Your Oracle Cloud Application, based on Oracle Modern Best Practices.
- xii. A table may be provided in Schedule 1 to the Order Form to map the business processes in scope to the Oracle Cloud Services that you will obtain under separate contract prior to the commencement of Services.

3. Rates, Estimated Fees, Expenses, and Taxes

3.1. The Services under this Exhibit are provided on a time and materials ("T&M") basis; that is, You shall pay Oracle for all of the time spent performing such Services, plus materials, taxes and expenses.

3.2. **Daily Rates.** Daily Rates are based on an eight (8) hour working day. You will be charged and shall pay to Oracle, an additional fee for any Services performed in one (1) working day, beyond eight (8) hours.

Estimated Fees and Expenses. All fees and expenses will be invoiced monthly. The fee estimate and estimate for expenses will be set out in the Order Form. These estimates and any other estimates related to this exhibit are intended only to be for Your budgeting and Oracle's resource scheduling purposes; these estimates do not include taxes. Oracle will invoice You for actual time spent performing the Services, plus materials, taxes and expenses; such invoice may exceed the total estimated amount referred to above. Once fees for Services reach the estimate, Oracle will cooperate with You to provide continuing Services on a T&M basis.

3.3. **International Tax.** If offshore resources are performing onsite Services, You acknowledge that the performance of Services under this exhibit such use of resources from a country or location other than that in which the Services are to be performed ("**non-native resources**"), may create a tax reporting and filing obligation for such resource in such country or location and may cause Oracle to incur incremental tax costs and other administrative costs (e.g., costs arising from tax preparation, reporting and filing obligations) associated with placing a non-native resource in the country or location in which the Services are to be performed. These costs are separate from and in addition to expenses. The costs as related to the performance of Services under this exhibit are defined as Resource Costs. Accordingly, for Services performed under this exhibit, in addition to paying Oracle the fees for Services plus taxes and expenses, You agree to pay Resource Costs to Oracle within thirty (30) days of the date of an invoice(s) for such Resource Costs.

4. Project Management

Except in the case where Staff Augmentation services are provided, You and Oracle each agree to designate a project manager, the parties shall in good faith work together with the other party's project manager to facilitate an efficient delivery of Services.

For Staff Augmentation services, You shall designate a project manager who shall be solely responsible for: (a) project management associated with this exhibit; and (b) direction of the Services provided by Oracle under this exhibit.

Part 4: Oracle Data Processing Agreement

Version January 1, 2023

1. Scope and Applicability

This Data Processing Agreement applies to Oracle's Processing of Personal Information on Your behalf as a Processor for the provision of the Services specified in Your Services Agreement. Unless otherwise expressly stated in Your Services Agreement, this version of the Data Processing Agreement shall be effective and remain in force for the term of Your Services Agreement.

2. Responsibility for Processing of Personal Information and Description of Processing Activities

2.1 You are a Controller and Oracle is a Processor for the Processing of Personal Information as part of the provision of the Services. Each party is responsible for compliance with its respective obligations under Applicable Data Protection Law.

2.2 Oracle will Process Personal Information during the term of the Services Agreement solely for the purpose of providing the Services in accordance with the Services Agreement and this Data Processing Agreement.

2.3 In particular and depending on the Services, Oracle may Process Personal Information 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.

2.4 As part of the provision of the Services and depending on the Services, Oracle may Process Personal Information about Your Individuals, including Your end users, employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

2.5 Personal Information about Your Individuals may include, but is not limited to, 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; geolocation data; IP addresses and online behavior and interest data.

2.6 Unless otherwise specified in the Services Agreement, You may not provide Oracle with any data that imposes specific data security or data protection obligations on Oracle in addition to or different from those

specified in the Data Processing Agreement or Services Agreement (e.g. certain regulated health or payment card information). If available for the Services, You may purchase additional services from Oracle (e.g., Oracle Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to sensitive or special data You seek to include in Your Content. You remain responsible for compliance with Your specific regulatory, legal or industry data security obligations which may apply to such data.

2.7 Additional or more specific descriptions of Processing activities may be included in the Services Agreement.

2.8 Oracle is a Service Provider in respect to Personal Information processed in performance of the Services. Oracle will not: (a) Sell or Share any Personal Information; (b) retain, use, or disclose any Personal Information (i) for any purpose other than for the Business Purposes specified in the Services Agreement, including for any Commercial Purpose, or (ii) outside of the direct business relationship between Oracle and You; or (c) combine Personal Information received from or on behalf of You with Personal Information received from or on behalf of any third party, or collected from Oracle's own interaction with Individuals, except to perform a Business Purpose that is permitted by the CCPA and the Services Agreement. Oracle will notify You of its use of Oracle Affiliates and Third Party Subprocessors in accordance with Section 5 of this Data Processing Agreement; and ensure Oracle Affiliates and Third Party Subprocessors are subject to applicable written agreements per Section 5 of this Data Processing Agreement. The parties acknowledge that the Personal Information You disclose to Oracle is provided only for the limited and specified Business Purposes set forth in the Services Agreement. Oracle shall provide the same level of protection to Personal Information as required by the CCPA and as more fully set out in the Services Agreement. You may take such reasonable steps as may be necessary (a) to remediate Oracle's unauthorized use of Personal Information, and (b) to ensure that Personal Information is used in accordance with the terms of this Data Processing Agreement by exercising Your rights under Section 8 of this Data Processing Agreement. Oracle shall notify You if it makes a determination that it is not able to meet its obligations under the CCPA in connection with its provision of the Services.

3. Your Instructions

3.1 In addition to Your instructions incorporated into the Services Agreement, You may provide additional instructions in writing to Oracle with regard to Processing of Personal Information in accordance with Applicable Data Protection Law. Oracle will promptly comply with all such instructions to the extent necessary for Oracle to (i) comply with its Processor obligations under Applicable Data Protection Law; or (ii) assist You to comply with Your Controller obligations under Applicable Data Protection Law relevant to Your use of the Services.

3.2 Oracle will follow Your instructions at no additional cost to You and within the timeframes reasonably necessary for You to comply with your obligations under Applicable Data Protection Law. Oracle will immediately inform You if, in its opinion, Your instruction infringes Applicable Data Protection Law. Oracle is not responsible for providing legal advice to You.

3.3 To the extent Oracle expects to incur additional charges or fees not covered by the fees for Services payable under the Services Agreement, such as additional license or third party contractor fees, it will promptly inform You thereof upon receiving Your instructions. Without prejudice to Oracle's obligation to comply with Your instructions, the parties will then negotiate in good faith with respect to any such charges or fees.

4. Privacy Inquiries and Requests from Individuals

4.1 If You receive a request or inquiry from an Individual related to Personal Information Processed by Oracle under the Services Agreement, including Individual requests to access, delete or erase, restrict, rectify, receive and transmit (data portability), block access to or object to Processing of specific Personal Information, You can securely access Your Services environment that holds Personal Information to address the request. Additional information on how to access the Services to address privacy requests or inquiries from Individuals is available in the applicable Oracle Product or Service Feature Guidance documentation available on My Oracle Support (or other applicable primary support tool or support contact provided for the Services).

4.2 To the extent access to the Services is not available to You or otherwise not responsive to the request or inquiry, You can submit a “service request” via My Oracle Support (or other applicable primary support tool or support contact provided for the Services, such as Your project manager) with detailed written instructions to Oracle on how to assist You with such request.

4.3 If Oracle directly receives any requests or inquiries from Individuals that have identified You as the Controller, it will promptly pass on such requests to You without responding to the Individual. Otherwise, Oracle will advise the Individual to identify and contact the relevant controller(s).

5. Oracle Affiliates and Third Party Subprocessors

5.1 You provide Oracle general written authorization to engage Oracle Affiliates and Third Party Subprocessors as necessary to assist in the performance of the Services.

5.2 To the extent Oracle engages such Third Party Subprocessors and/or Oracle Affiliates, it requires that such entities are subject to the same level of data protection and security as Oracle under the terms of this Data Processing Agreement and Applicable Data Protection Law. You will be entitled, upon written request, to receive copies of the relevant privacy and security terms of Oracle’s agreement with any Third Party Subprocessors and Oracle Affiliates that may Process Personal Information. Oracle remains responsible for the performance of the Oracle Affiliates’ and Third Party Subprocessors’ obligations in compliance with the terms of the Services Agreement.

5.3 Oracle maintains lists of Oracle Affiliates and Third Party Subprocessors that may Process Personal Information. These lists are available via [My Oracle Support](#), Document ID 2121811.1 (or other applicable primary support tool, user interface or contact provided for the Services, such as the [NetSuite Support Portal](#) or Your Oracle project manager). To receive notice of any intended changes to these lists of Oracle Affiliates and Third Party Subprocessors, You can (i) sign up per the instructions on My Oracle Support, Document ID 2288528.1; or (ii) Oracle will provide you notice of intended changes where a sign up mechanism is not available. For ACS and Consulting Services, any additional Third Party Subprocessors that Oracle intends to use will be listed in Your order for ACS or Consulting Services, or in a subsequent “Oracle Subprocessor Notice”, which Oracle will send to you by e-mail as necessary.

5.4 Within thirty (30) calendar days of Oracle providing such notice to You under Section 5.3 above, You may object to the intended involvement of a Third Party Subprocessor or Oracle Affiliate in the performance of the Services by submitting a “service request” via (i) My Oracle Support (or other applicable primary support tool) or (ii) for ACS and Consulting Services, the project manager for the Services. You and Oracle will work together in good faith to find a mutually acceptable resolution to address such objection, including but not limited to reviewing additional documentation supporting the Third Party Subprocessor’s or Oracle Affiliate’s compliance with the Data Processing Agreement or Applicable Data Protection Law, or delivering the Services without the involvement of such Third Party Subprocessor. To the extent You and Oracle do not reach a mutually acceptable resolution within a reasonable timeframe, You shall have the right to terminate the relevant 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 Services Agreement up to the date of termination. If the termination in accordance with this Section 5.4 only pertains to a portion of Services under an order, You will enter into an amendment or replacement order to reflect such partial termination.

6. Cross-border data transfers

6.1 For Cloud Services, Personal Information will be stored in the data center region specified in Your order for such Services or, if applicable, the geographic region that You have selected when activating the production instance of such Services.

6.2 Without prejudice to Section 6.1 above, Oracle may Process Personal Information globally as necessary to perform the Services, such as for support, incident management or data recovery purposes.

6.3 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable European Data Protection Law to countries outside Europe not covered by an adequacy decision, such transfers are subject to (i) Oracle's Binding Corporate Rules for Processors or BCR-p (also referred to as the Oracle Processor Code) and (ii) the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021.

The most current version of Oracle's Binding Corporate Rules for Processors (Oracle Processor Code) is available on <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>, and is incorporated by reference into the Services Agreement and this Data Processing Agreement. Oracle has obtained EEA authorization for its Binding Corporate Rules for Processors (Processor Code) and will maintain such authorization for the duration of the Services Agreement. Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with Oracle's Binding Corporate Rules for Processors (Oracle Processor Code), the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021, this Data Processing Agreement and the Services Agreement.

6.4 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under Applicable UK Data Protection Law, to countries outside the United Kingdom not covered by an Adequacy Decision by the UK ICO, such transfers are subject to (i) the terms of Module 2 (Controller to Processor) of the EU Standard Contractual Clauses 2021/914 of 4 June 2021 as supplemented by the International Data Transfer Addendum to the EU Commission Standard Contractual Clauses version B1.0 (the "IDTA"), which are incorporated herein by reference; and (ii) when approved by the UK ICO, the approved UK Binding Corporate Rules for Processors, in the form that will be approved by the UK ICO for use in the UK and will be published on Oracle's public websites. The IDTA will be read in conjunction with the Services Agreement and the Data Processing Agreement.

6.5 The parties will review any supplemental measures, which may be required based on applicable Data Protection Law for the transfer of Personal Information to countries that do not offer an adequate level of protection. The parties will work together in good faith to find a mutually acceptable resolution to address such supplementary measures, including but not limited to reviewing technical documentation for the Services, and discussing additional available technical safeguards and security services.

6.6 To the extent such global access involves a transfer of Personal Information subject to cross-border transfer restrictions under other Applicable Data Protection Laws globally, such transfers shall be subject to (i) for transfers to Oracle Affiliates, the terms of the Oracle Intra-Company Data Transfer and Mandate Agreement, which requires all transfers of Personal Information to be made in compliance with Applicable Data Protection Law and all applicable Oracle security and data privacy policies and standards globally; and (ii) for transfers to Third Party Subprocessors, security and data privacy requirements consistent with the relevant requirements of this Data Processing Agreement and Applicable Data Protection Law.

7. Security and Confidentiality

7.1 Oracle has implemented and will maintain appropriate technical and organizational security measures for the Processing of Personal Information designed to prevent accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to Personal Information. These security measures govern all areas of security applicable to the Services, including physical access, system access, data access, transmission and encryption, input, data backup, data segregation and security oversight, enforcement and

other security controls and measures. Additional details regarding the specific security measures that apply to the Services You have ordered are set out in the relevant security practices for these Services:

- For **all Services**: Oracle's Corporate Security Practices, available at <https://www.oracle.com/corporate/security-practices/>;
- For **Cloud Services**: Oracle's Hosting & Delivery Policies, available at <http://www.oracle.com/us/corporate/contracts/cloud-services/index.html>;
- For **NetSuite (NSGBU) Services**: NetSuite's Terms of Service, available at: <http://www.netsuite.com/portal/resource/terms-of-service.shtml>;
- For **Global Customer Support Services**: Oracle's Global Customer Support Security Practices available at: <https://www.oracle.com/support/policies.html>;
- For **Consulting and Advanced Customer Support (ACS) Services**: Oracle's Consulting and ACS Security Practices available at: <http://www.oracle.com/us/corporate/contracts/consulting-services/index.html>.

7.2 All Oracle and Oracle Affiliates employees, and Third Party Subprocessors that Process Personal Information, are subject to appropriate written confidentiality arrangements, including confidentiality agreements, regular training on information protection, and compliance with Oracle policies concerning protection of confidential information.

8. Audit Rights and Assistance with Data Protection Impact Assessments

8.1 You may audit Oracle's compliance with its obligations under this Data Processing Agreement up to once per year, including inspections of the applicable Services data center facility that hosts Personal Information. In addition, to the extent required by Applicable Data Protection Law, You or Your Regulator may perform more frequent audits.

8.2 If You engage a third party auditor, 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.

8.3 To request an audit, You must submit a detailed proposed audit plan to Oracle at least two 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 within a reasonable timeframe.

8.4 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.

8.5 Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of Your Services Agreement. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of this Data Processing Agreement.

8.6 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 Services Agreement, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

8.7 Without prejudice to the rights granted in Section 8.1 above, 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 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.

8.8 You may also request that Oracle audit a Third Party Subprocessor or provide confirmation that such an audit has occurred (or, where available, obtain or assist You in obtaining a third-party audit report concerning the Third Party Subprocessor's operations) to verify compliance with the Third Party Subprocessor's obligations.

8.9 Oracle provides You with information and assistance reasonably necessary for You to conduct Your data protection impact assessments or consult with Your Regulator(s), by granting You electronic access to a record of Processing activities and Oracle Product/Service privacy & security functionality guides for the Services. This information is available via (i) My Oracle Support, Document ID 111.1 or other applicable primary support tool provided for the Services, such as the [NetSuite Support Portal](#), or (ii) upon request, if such access to My Oracle Support (or other primary support tool) is not available to You.

9. Incident Management and Breach Notification

9.1 Oracle has implemented controls and policies designed to detect and promptly respond to incidents that create suspicion of or indicate destruction, loss, alteration, unauthorized disclosure or access to Your Content (as such term is defined in the Services Agreement) transmitted, stored or otherwise Processed. Oracle will promptly define escalation paths to investigate such incidents in order to confirm if an Information Breach has occurred, and to take reasonable measures designed to identify the root cause(s) of the Information Breach, mitigate any possible adverse effects and prevent a recurrence.

9.2 Oracle will notify you of a confirmed Information Breach without undue delay but at the latest within 24 hours. As information regarding the Information Breach is collected or otherwise reasonably becomes available to Oracle, Oracle will also provide You with (i) a description of the nature and reasonably anticipated consequences of the Information Breach; (ii) the measures taken to mitigate any possible adverse effects and prevent a recurrence; and (iii) where possible, information about the types of information that were the subject of the Information Breach. You agree to coordinate with Oracle on the content of Your intended public statements or required notices for the affected Individuals and/or notices to the relevant Regulators regarding the Information Breach.

10. Return and Deletion of Personal Information

10.1 Upon termination of the Services, Oracle will promptly return, including by providing available data retrieval functionality, and subsequently delete any remaining copies of Personal Information on Oracle systems or Services environments, except as otherwise stated in the Services Agreement.

10.2 For Personal Information held on Your systems or environments, or for Services for which no data retrieval functionality is provided by Oracle as part of the Services, You are advised to take appropriate action to back up or otherwise store separately any Personal Information while the production Services environment is still active prior to termination.

11. Legal Requirements

11.1 Oracle may be required by law to provide access to Personal Information, such as to comply with a subpoena or other legal process, or to respond to government requests, including public and government authorities for national security and/or law enforcement purposes.

11.2 Oracle will promptly inform You of requests to provide access to Personal Information and use reasonable efforts to redirect the authority that made the request to You, unless otherwise required by law.

11.3 To the extent Oracle is required to respond to the request, it will first assess on a case-by-case basis whether the request is legally valid and binding on Oracle, including whether the request is consistent with Applicable Data Protection Law. Any request that is not legally valid and binding on Oracle will be resisted in accordance with applicable law.

12. Data Protection Officer

12.1 Oracle has appointed a Chief Privacy Officer and a local Data Protection Officer in certain countries. Further details on how to contact Oracle's Chief Privacy Officer and, where applicable, the local Data Protection Officer, are available at <https://www.oracle.com/legal/privacy/index.html>.

12.2 If You have appointed a Data Protection Officer, You may request Oracle to include the contact details of Your Data Protection Officer in the relevant Services order.

13. Definitions

"Applicable Data Protection Law" means all data privacy or data protection laws or regulations globally that apply to the Processing of Personal Information under this Data Processing Agreement, including Applicable European Data Protection Law, Applicable UK Data Protection Law, the California Consumer Privacy Act as amended ("CCPA") and other US State laws.

"Applicable European Data Protection Law" means (i) the EU General Data Protection Regulation EU/2016/679, as supplemented by applicable EU Member State law and as incorporated into the EEA Agreement; and (ii) the Swiss Federal Act of 19 June 1992 on Data Protection, as amended.

"Applicable UK Data Protection Law" means (i) the UK GDPR, meaning the EU General Data Protection Regulation EU/2016/679, as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 pursuant to amendments to the EU General Data Protection Regulation EU/2016/679 made by The Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and 2020; and (ii) the UK Data Protection Act 2018, as amended.

"Europe" means for the purposes of this Data Processing Agreement (i) the European Economic Area, consisting of the EU Member States, Iceland, Liechtenstein and Norway; and (ii) Switzerland.

"Individual" shall have the same meaning as the term "data subject" or the equivalent term under Applicable Data Protection Law.

"Information Breach" means a breach of security leading to the misappropriation or accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, or access to, Your Content transmitted, stored or otherwise Processed on Oracle systems or the Services environment that compromises the security, confidentiality or integrity of Your Content.

"Process/Processing", "Controller", "Processor" and "Binding Corporate Rules" (or the equivalent terms) have the meaning set forth under Applicable Data Protection Law.

"Service Provider", "Sell", "Share", "Business Purpose", and "Commercial Purpose" have the meaning set forth under the CCPA.

"Oracle Affiliate(s)" means the subsidiar(y)(ies) of Oracle Corporation that may Process Personal Information as set forth in this Data Processing Agreement.

"Oracle Intra-Company Data Transfer and Mandate Agreement" means the Oracle Intra-Company Data Transfer and Mandate Agreement for Customer Services Personal Information entered into between Oracle Corporation and the Oracle Affiliates.

"Oracle Binding Corporate Rules for Processors" or "Oracle Processor Code" means the EU or UK Oracle's Privacy Code for Processing Personal Information of Customer Individuals, as the case may be.

"Oracle" means the Oracle Affiliate that has executed the Services Agreement.

"Personal Information" shall have the same meaning as the term "personal data", "personally identifiable information (PII)" or the equivalent term under Applicable Data Protection Law.

“Regulator” shall have the same meaning as the term “supervisory authority”, “data protection authority” or the equivalent term under Applicable Data Protection Law.

“Services” or the equivalent terms “Service Offerings” or “services” means the Cloud, Advanced Customer Support, Consulting, or Global Technical Support services specified in the Services Agreement.

“Services Agreement” means (i) the applicable order for the Services you have purchased from Oracle; (ii) the applicable master agreement referenced in the applicable order, and (iii) the Service Specifications.

“Third Party Subprocessor” means a third party, other than an Oracle Affiliate, which Oracle subcontracts with and which may Process Personal Information as set forth in this Data Processing Agreement.

“You” means the customer entity that has executed the Services Agreement.

Other capitalized terms have the definitions provided for them in the Services Agreement.

Part 5: Additional G-Cloud Terms

The following terms will be incorporated into all **G-Cloud 14 Order Forms for Oracle Professional Services**. Terms used here shall have the same meaning as in the Call-Off Terms unless otherwise stated hereunder. If there is any conflict or inconsistencies between this **Part 5 of the Supplier Terms** and other parts of the Supplier terms, the following order of precedence applies (in descending order): (i) **Part 1 of the Supplier Terms**; (ii) **Part 2 of the Supplier Terms**; (iii) **Part 3 of the Supplier Terms**; (iv) **Part 4 of the Supplier Terms**; (v) **Part 5 of the Supplier Terms**; (vi) **Part 6 of the Supplier Terms**.

1. Buyer Status

The Buyer warrants that it qualifies as a customer eligible to place orders under the G-Cloud Framework as per the OJEU Notice (as defined in the Framework Agreement).

2. Buyer Instructions

The Supplier will comply with all lawful instructions and reasonable directions issued by the Buyer in accordance with Clause 4.1 and Clause 19.5 of the Call-Off Terms and any requests to assist the Buyer under Clause 12.1 and Clause 12.2 of the Call-Off Terms without additional charge to the extent necessary for the Supplier to comply with its legal obligations. The parties will negotiate in good faith with respect to any other change in the Services and/or fees resulting from any additional instructions.

3. Business Continuity and Disaster Recovery

The Supplier's obligations relating to business continuity and disaster recovery in accordance with Clause 6 of the Call-Off Terms are limited to those set out in the Supplier Terms and the Order Form. Buyer acknowledges that Buyer has reviewed such terms and confirm that they are consistent with Buyer's own plans. It is acknowledged by the Buyer that the Supplier 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 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 BC/DR Plan or policies is not therefore required and would be impractical for a standard service offering.

4. Committed Volumes

Notwithstanding Clause 7.12 of the Call-Off Terms and anything, to the contrary in the Framework Agreement it is hereby acknowledged that by entering into the Order Form, the Buyer is committing to the volumes and the fees indicated in Order Form. The Buyer shall not be entitled to any refund, reduction or discount in the event that such Services are not used or terminated earlier for convenience.

5. Unauthorised Disclosure of Personal Data/Data Protection Liability

For the purposes of Clause 28 of the Framework Agreement (as incorporated into the Call-Off Terms, any liability of the Supplier or the Supplier affiliated companies arising out of or related to the applicable Order Form for unauthorised disclosure of the CCS or Buyer's Personal Data caused solely by the Supplier's breach of its own security practices as described in the Supplier's service specifications in relation to the applicable Services, the Supplier's liability in respect of breaches of Schedule 7 of the Framework Agreement (as incorporated into the Call-Off 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 28.2 of the Framework Agreement shall only apply in circumstances where there has been unauthorised access to Personal Data caused by a breach of Oracle's security practices. All other breaches shall be covered by the cap in clause 4 of the Framework Agreement and clause 24 of the Call-Off Terms shall at all times be no greater than one hundred and twenty-five percent (125%) of the total of the Charges actually paid under the Order Form for the applicable Services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability. Any indemnity states the parties' entire liability and exclusive remedy for breach of the Supplier's obligations under Clause 28.1 of the Framework Agreement (as incorporated into the Call-Off Terms) with respect to Personal Data.

6. Notification of Security Breach

For the purposes of Schedule 7 of the Framework Agreement (as incorporated into the Call-Off Terms) and Clause 13.8 and Clause 16.5 of the Call-Off Terms it is acknowledged that the Supplier shall only be required to notify the Buyer once the Supplier has confirmed that a Security Breach has taken place and that the Buyer Data has been affected. References to providing notice "immediately" shall be interpreted as an obligation to provide notice "without undue delay" once such confirmation has been but at the latest within twenty (24) hours. Prior to any intended public statements or required notices for the affected individuals and/or notices to the relevant regulators regarding a Personal Data Breach, the Buyer agrees to coordinate with the Supplier on the content in respect of such statement or notices.

7. Project Specific IPRs and Open Source

Notwithstanding Clause 11 and Clause 15 of the Call-Off Terms and anything to the contrary in the Framework Agreement, it is hereby acknowledged that by entering into the Order Form, the Buyer agrees that no software will be, or deemed to have been, created for the Buyer as part of the Services and that no Project Specific IPRs will be developed by the Supplier.

8. Security Provisions

Where Managed Cloud Services or Consulting Services are provided by the Supplier under the Order Form, the Supplier will adhere to the Supplier's Consulting and Advanced Customer Support Security Practices (as applicable), current as of the date of submission of these Supplier Terms, as attached in this **Part 5 of the Supplier Terms as Appendix A**. Supplier's Consulting and Advanced Customer Support Security Practices are subject to change, but such changes will not materially reduce the level of performance, security, or availability of the Cloud Services under the Order Form for the duration of the services period of the Order Form.

For the Supplier's Cloud Infrastructure Cloud Services provided under the Order, the Supplier will adhere to the Supplier's Cloud Hosting and Delivery Policies, current as of the date of submission of these Supplier Terms, as attached in this **Part 5 of the Supplier Terms as Appendix B**. The Supplier's Cloud Hosting and Delivery Policies are subject to change, but such changes will not materially reduce the level of performance, security, or availability of the Cloud Services under the Order Form for the duration of the services period of the Order Form.

Oracle's Corporate Security Practices, current as of the date of submission of these Supplier Terms, are attached in this **Part 5 of the Supplier Terms as Appendix C**, and are included in the Service Specifications for the Cloud Services acquired under this order. Oracle's Corporate Security Practices are subject to change, but such changes will not materially reduce the level of security of the Cloud Services under the Order Form for the duration of the services period of the Order Form.

The Buyer hereby confirms that such measures are sufficient to discharge the Supplier's obligations under Clauses 13.4, 13.6, 13.9 and 16.1 of the Call-Off Terms. The Buyer acknowledges it will not require a Security Management Plan or an Information Security Management Plan.

9. Vetting

The Buyer acknowledges that any vetting procedures that are required by the Buyer (if any) pursuant to Clause 4 of the Call-Off Terms are detailed in the Order Form and are applicable to Oracle Consulting Services, and reasonably required for, an individual's role or where sufficient reasonable justification exists and that it will not specify that any further vetting is required. Where there is sufficient justification and on-site services are to be provided by the Supplier, and only in respect of those Supplier employees identified and agreed by the parties who are involved in providing the relevant Services, the Supplier shall confirm to the Buyer that it has carried out BPSS Checks before the Supplier's employee perform such Services under the Order Form on the Buyer's premises. For the purpose of such vetting, "BPSS Checks" means the following Baseline Personnel Security Standard Checks in relation to the Supplier's employee, carried out in accordance with the Supplier's procedures at the time of the individual commencing employment with the Supplier or subsequently, as they are described in the supporting UK Government documentation:

- (i) an identity check;
- (ii) a nationality/immigration check necessary on the individual's right to work in the United Kingdom;
- (iii) a Basic Disclosure criminal record check with Disclosure and Barring Service (England and Wales), Access NI (Northern Ireland), Disclosure Scotland (or other equivalent criminal record check), as applicable;
- (iv) employment history for the past three (3) years.

10. Provision of Data and Information

For the purposes of Clauses 13.3, 19.5 and 19.6 of the Call-Off Terms, it shall be sufficient for the Supplier to make data available to the Buyer in any non-proprietary format. Provision of information under Clause 22 of the Call-Off Terms shall be limited to information that relates exclusively to the Buyer's use of the Services and shall not include information relating to any other customer.

11. TUPE

It is not anticipated that TUPE will apply to the Services and it is agreed that the Supplier will not be required to provide the information listed in Clause 29.2 of the Call-Off Terms. 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). The Supplier shall continue to abide by its pension obligations towards its own staff. If TUPE is held to apply, the Supplier reserves the right to revise its commercial offering to take this into account.

12. Extended Suspension

If the provision of Services under the Ordering Form is suspended pursuant to Clause 19.1 of, the Call-Off Terms for a period of more than thirty (30) days the Supplier shall be entitled to terminate the provision of Services immediately on written notice to the Buyer.

13. Errors in Invoice and Taxes

- a. If the Buyer receives an invoice, and believes in good faith that the amount on the invoice is calculated incorrectly, the Buyer shall notify the Supplier of the alleged error within thirty (30) days of the invoice date specified on such invoice (the "**Payment Period**"). The Buyer and the Supplier agree to use commercially reasonable efforts to resolve the invoicing error within the Payment Period. If the Buyer and the Supplier come to agreement during the Payment Period on an adjusted amount, the Buyer shall promptly pay, within the Payment Period, the agreed-upon amount; otherwise, Buyer will pay the invoiced amount before the end of the Payment Period.
- b. With respect to compliance and payment of taxes pursuant to Clause 19 of the Framework Agreement and Clauses 7.7 and 7.8 of the Call-Off Terms, the Buyer agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that the Supplier must pay based on the Services the Buyer ordered under the Order Form, except for taxes based on the Supplier's income or personal property. Further, unless the Buyer provides the Supplier, in advance of the date taxes are due, with a certificate of tax exemption, the Buyer agrees to pay any sales, value-added, or other similar taxes imposed by applicable law that Supplier must pay based on the Services purchased by the Buyer under the applicable Order Form, except for taxes based on the Supplier's income.
- c. Only the extent required by applicable law, the Buyer may not withhold from any payment to the Supplier an amount equivalent to any applicable withholding tax where the HMRC or any other governmental tax authority, has identified through an audit that such taxes may not have been properly applied or other related matters in respect of such taxes, the Buyer shall make the necessary payments and the Supplier shall credit the relevant amounts paid, directly or indirectly, by the Buyer in respect of such taxes provided first however, before the Buyer makes any payment in respect of taxes sought by the HMRC (or the appropriate taxing authority), the Buyer shall first allow: (i) the Supplier the ability to contest to HMRC (or the appropriate taxing authority) payment of taxes or any other such payments sought by the HMRC (or the appropriate taxing authority) in relation to the Services under the applicable Order Form, so long as such contest is brought in good faith and in accordance with the applicable laws and/or regulations, and (ii) if any error is identified as being correct, the Supplier shall be permitted to correct such error by means of a voluntary disclosure made to HMRC (or the appropriate taxing authority) by the Supplier, and payment required to be made by the Supplier (if any). Nothing in Clause 19 of the Framework Agreement and Clauses 7.7 and 7.8 of the Call-Off Terms shall be construed to limit the Supplier to contest such tax issues, and any such contest shall not be deemed a breach of the Framework Agreement or the Call-Off Terms.

14. Deduction from Charges

The Buyer acknowledges that it will only be permitted to deduct sums from the Call-Off Contract Charges pursuant to Clause 8.1 of the Call-Off Terms if the Supplier has agreed to such deduction and has issued a credit note.

15. Environmental Regulations

The Buyer hereby confirms that the Supplier shall not be obliged to comply with any Environmental Requirements beyond those set out in the Order Form (if any).

16. Freedom of Information

Notwithstanding Clause 18 of the Framework Agreement, the Supplier acknowledges that the Buyer may be subject to the requirements of the Freedom of Information Act 2000 ("**FOIA**") and Environmental Information Regulations 2004 ("**EIRs**") and that requests for information related to the subject matter of the the applicable Order Form may be made under Section 8 of the FOIA and/or Section 5 of the EIRs ("**Requests for Information**"). Nothing in Clause 18 of the Framework Agreement shall prevent the Buyer from disclosing the Supplier Confidential Information where required under the FOIA or EIRs provided that in good time before any such disclosure the Buyer shall notify the Supplier of such disclosure, the Buyer take into account the Supplier's representations relating to such disclosure, and that the disclosure is limited to such disclosure of Confidential Information as is required by applicable law.

17. Corporate Social Responsibility

- a. Notwithstanding Clause 36 of the Framework Agreement, the Supplier has implemented the Supplier's own Code of Ethics and Business Conduct ("**Code of Conduct**") and appropriate processes for auditing and enforcing the compliance thereof. In addition, the Supplier's Anti-Corruption & Supplemental Business Conduct Policy ("**Anti-Corruption Policy**") prohibits corrupt business practices, including bribery, kickbacks, and other improper inducements prohibited by the United States Foreign Corrupt Practices Act, Bribery Act 2010, and similar anti-bribery laws of other countries in which the Supplier engages in business. All the Supplier's employees are responsible for reading and complying with the Code of Conduct and Anti-Corruption Policy. The Buyer may access a current copy of the Code of Conduct at <http://www.oracle.com/us/corporate/citizenship/introduction/ethics-conduct/index.html>. The Supplier has also implemented the Policy against Trafficking in Persons and Slavery which all Oracle employees are responsible for reading and complying with. In addition, within this policy is the Supplier's Modern Slavery Policy Statement, which demonstrates the Supplier's support for the aims of the Model Slavery Act 2015. The Buyer may access a current copy of the the Supplier's Modern Slavery Policy Statement at <https://www.oracle.com/a/ocom/docs/modern-slavery-policy-statement-uk-fy19.pdf> with an embedded link to the Policy against Trafficking in Persons and Slavery contained therein.
- b. Notwithstanding the foregoing, if agreed in a Order Form, during the term of the Call-Off Contract the Supplier will, where requested by the Buyer, engage with the Buyer to assist the Buyer in meeting the objectives of the Buyer's Corporate Social Responsibility Policy ("**CSR Policy**") provided that the Buyer provides the Supplier a copy of the CSR Policy in advance of executing an Order Form and the Supplier identifies and agrees which objectives it can meet either through the Supplier's own CSR Policy or equivalent alternative in-line with the Buyer's CSR Policy. Where the Supplier is unable to meet the social values contained in the CSR Policy, the Supplier shall advise the Buyer as soon as practicably reasonable and the Parties shall agree a re-allocation of of the relevant social value obligation to another or other social value obligations and the social value project shall be varied accordingly.

18. Protectively Marked Data

The Buyer hereby confirms that it will not submit any protectively marked the Buyer Data onto any Supplier system nor share any such information with any Supplier Staff without express prior written agreement and if such applies, the Supplier will materially conform with the requirements/guidances/principals of the applicable URLs referenced in Clause 13.6 of the Call-Off Terms.

19. Assignment

The Buyer hereby consents to the Supplier, assigning, novating or otherwise disposing of a Call-Off Contract in the event of a merger, consolidation, acquisition, internal restructuring, or sale of all or substantially all of the assets of the Supplier. In relation to assignment, novation or other disposal of the Call-Off Contract pursuant to Clause 21.4 of the Framework Agreement (as incorporated into the Call-Off Terms): (a) the Buyer must provide the Supplier with all consents necessary for the assignee to access any materials in the Supplier's possession; (b) the assignee must first agree in writing with the Supplier that it (i) assumes all obligations and liabilities with respect to the Call-Off Contract, and (ii) agrees to be bound by the terms and conditions of the Call-Off Contract; and (c) the assignment, novation or disposal must not result in any change in the Supplier's rights and obligations under the Order Form (including with respect to the Services), or expand, modify or otherwise alter any use or component of the Services provided under the Order Form.

20. Dispute Resolution/Mediation

The parties agree that matters discussed as part of managing disputes and mediation pursuant to Clause 33 of the Framework Agreement will be subject to confidentiality provisions no less onerous than those contained in Clause 33 of the Framework Agreement and that, where mediation is used in relation to a dispute, it will be undertaken without admission of liability by either side and without prejudice to the parties' legal positions. The parties also agree that expert determination will only be used to resolve technical issues and will not be used to resolve other disputes. Arbitration will only be used if both parties agree in writing.

21. Buyer Data

Nothing in the Call-Off Terms or the Framework Agreement shall be deemed to make the Supplier the Controller or Co-Controller of any Buyer Data provided by users of the Services and it is hereby clarified that the Supplier's obligations do not extend to providing the Buyer with legal advice or taking on any obligations that it may have in its role as a data controller.

22. Termination

In the event that Buyer terminates a Call-Off Contract earlier for any reason, Buyer shall pay, on demand, all fees and expenses (including those expenses for which Supplier has become obligated in connection with the Services) and taxes that have accrued or are otherwise due and payable for the remaining Call-Off Contract term (including any Extensions) for the Services ordered regardless of the effective date of termination.

23. Exit Plan/Off-Boarding

Upon termination or expiry of a Call-Off Contract, Supplier will endeavour to provide Buyer transition services in accordance with the applicable Service Specifications and the Buyer shall continue to meet all its payment obligations due under the Order Form for the duration of the transition period. On written request, Supplier will produce an exit plan in accordance with the applicable Service Specifications. If applicable, any and all exit-related activities that require professional services, these will be provided under a separate order for such services and be charged at a daily rate as stipulated in the SFIA Rate Card.

24. Insurance

- a. The Buyer confirms that the insurance specified by the Supplier in the Order Form is sufficient and the Supplier will not be required to take out any additional insurance policies during the services period. The Buyer acknowledges and agrees that the Supplier retains discretion as to which facts and circumstances related to third parties it decides to notify to insurers and clause 9 of the Call-Off Terms is modified accordingly. It is also agreed that the Supplier'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, the Supplier is under no obligation to notify the Buyer or CCS of any claim affecting any of the insurances which is unrelated to the Buyer. The Supplier 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 the Supplier and clause 9 of the Call-Off Terms is modified accordingly. It is accepted by the Buyer that not all the Supplier insurances have an express 'indemnity to principals' provision.
- b. Upon the Buyer's written request, the Supplier shall provide a certificate of insurance showing the coverage noted in the Order Form. The Call-Off Terms and/or the Order Form does not preclude the Supplier from selecting a new insurance carrier or carriers or from obtaining new or amended policies at any time, so long as the above insurance coverage is maintained. The insurance provision set out in Clause 9 of the Call-Off Terms is not intended to, and does not, increase or decrease the Supplier's liability caps as set out in the applicable Order Form.
- c. For liability arising from the Supplier's errors and omissions while providing the Services under the Order Form, the Supplier level of insurance coverage is stated in the Order Form. This insurance coverage is not intended to, and does not, increase or decrease the Supplier's liability caps as set out in the applicable Order Form.

25. Subcontractors

In its performance and delivery of all services under the Order Form, the Supplier may use affiliates and subcontractors within the Supplier's group of companies, and sub-contractors outside of the Supplier's group of companies in its complete discretion. The percentage of delivery allocated to each sub-contractor will be determined by the Supplier at its sole discretion and may vary from time to time.

26. General Indemnities Conduct

The Buyer agrees and acknowledges that for any indemnity provided under the Call-Off Contract it shall: (a) notify the Supplier promptly in writing, not later than thirty (30) days after the Buyer receives notice of the IPR Claim (or sooner if required by applicable law), (b) give the Supplier sole control of the defence and any settlement negotiations; and (c) give the Supplier the information, authority, and assistance the Buyer needs to defend against or settle any such IPR Claim, and that such indemnity provided to the Buyer is the entire liability and exclusive remedy with respect to such IPR Claim.

27. IPR Indemnification

- a. The indemnity in clause 11 of the Call-Off Terms shall be limited to those amounts awarded by the courts to the third party claiming infringement or agreed to be paid by the Supplier as part of an agreed settlement.
- b. If any of the alternatives referred to in clause 11.7 of the Call-Off Terms are not commercially reasonably available, the Supplier may, without prejudice to the right of the Buyer to claim damages for breach of the warranties in clause 2.3 of the Framework Agreement (as incorporated into the Call-Off Terms) and clause 7 of the Call-Off 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. If such return materially affects the Supplier's ability to meet its obligations under the relevant Order Form, then the Supplier may, at its option and upon thirty (30) days prior written notice, terminate the Order Form.
- c. In respect of any IPR Claims against the Buyer, the indemnity provided is subject to the Buyer having complied with section 26 (above).

- d. The Supplier will not indemnify the Buyer for an IPR Claim: (i) if any IPR Claim is pursuant to the matters set out in section 8.3 of **Part 1 to the Supplier Terms**, (ii) the Buyer alter the services or uses it outside the scope of use permitted the terms of the license granted in the Supplier Terms and applicable policies, (iii) if the Buyer use a version of the services which has been superseded, (iv) if the IPR Claim could have been avoided by using an unaltered current version of the services which was provided to the Buyer, (v) if the Buyer continues to use the applicable services after the end of the applicable life to use, (vi) to the extent that an IPR Claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Supplier, or (vii) for any portion of an IPR Claim that is based upon the combination of any services with any products or services not provided by the Supplier.
- e. The Buyer's agrees that indemnity for IPR Claim pursuant clause 11.5 of the Call-Off Terms, is not subject to the limitations set out in clause 24.3 of the Call-Off Terms, and clause of 11.5 of the Call-Off Terms are amended by section 8 of **Part 1 to the Supplier Terms** accordingly.
- f. The rights and remedies in clause 11 of the Call-Off Terms (as amended by the provisions of this section 27) provides the parties' exclusive remedy for any IPR Claims or related damages.

28. Liability Limitation

Clauses 4.1 to 4.6 of the Framework Agreement (as incorporated into the Call-Off Terms) shall be modified to include the following:

- a. **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**
- b. Oracle's liability in respect of breaches 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 4 of the Framework Agreement (as incorporated into the Call-Off Terms) and clause 24 of the Call-Off Terms shall at all times be no greater than one hundred and twenty-five percent (125%) of the total of the Charges actually paid under the Order Form for the applicable Services giving rise to the liability during the twelve (12) months immediately preceding the event giving rise to such liability.

29. Amendments to the Call-Off Contract

Any amendments proposed by the Buyer pursuant to Clause 32 of the Call-Off Terms will only be binding once validly executed by the Supplier and will not apply retrospectively. In the event that the Supplier is unable to comply with the terms of any such amendment, it may terminate this Call-Off Contract with immediate effect and without liability.

30. Complaints Handling and Resolution

For the purposes of Clause 23 of the Framework Agreement (as incorporated into the Call-Off Terms) a 'complaint' shall be interpreted to mean a formal complaint in writing, issued from a relevant member of senior management within the Buyer addressed to a relevant member of the Supplier's senior management, regarding a material or significant lapse in performance by the Supplier of its obligations in relation to the performance and delivery of the Services, which is attributable solely to the fault of the Supplier.

31. Cyber Essentials and other Standards, Quality and Accreditations

The Buyer confirms that a Cyber Essentials certificate will not be required and therefore any references to such are not applicable. Where complying with cyber security requirements or assisting the Buyer in compliance with the Technology Code of Practice requires additional effort or materials, the parties will negotiate in good faith with respect to agree an adjustment to the fees. It is acknowledged by the CCS and Buyer that Oracle has in place its own security practices 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. In relation to the provision of the Oracle Managed Cloud Services and Consulting Services, Cyber Essentials certification is not applicable. It is acknowledged by the Buyer that for Managed Cloud Services, Consulting Services and Oracle Cloud Infrastructure Services, the Oracle Corporate Security Practices (as applicable) 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 Agreement and Call-Off Terms) are to apply to the provision of the Managed Cloud Services, Consulting Services and Oracle Cloud Infrastructure 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.

32. Residuals from Confidential Information

The Buyer acknowledges and agrees that pursuant to Clause 34.9 of the Framework Agreement as such clause being incorporated to the Call-Off Contract, use of techniques, ideas or knowledge gained under the Framework Agreement and/or Call-Off Contract shall mean use of generalised know-how, ideas, concepts, processes, information or techniques related to Confidential Information that are retained solely in intangible form in the unaided memories of a party's authorised representatives who have had legitimate access to the Confidential Information of the disclosing party under the Framework Agreement and/or Call-Off Contract ("**General Knowledge**"). The use of General Knowledge shall not be deemed to impair: (a) a party's rights in and to its valid patents, copyrights, trademarks or trade secrets or (b) a third party's rights in and to its valid patents, copyrights, trademarks or trade secrets that are contained in any third-party materials provided by the disclosing Party under the Framework Agreement and/or Call-Off Contract,

33. Transfers of Buyer Data

- a. With respect to Paragraph 5(d) of Schedule 7 to the Framework Agreement (as incorporated into the Call-Off Terms), the Buyer hereby irrevocably consents to and approves to the Supplier's transfer of Personal Data outside the European Economic Area ("**EEA**"), including the processing, storage and access of such data outside the EEA. Without prejudice to any applicable regional data centre restrictions for hosted Services that have been purchased under the Order Form, the Supplier may Process Personal Information globally as necessary to perform the Services.
- b. For transfers of Personal Data originating from the EEA or Switzerland to locations outside the EEA or Switzerland that have not received a binding adequacy decision by the European Commission or by a competent national EEA data protection authority, such transfers are subject to the following: (i) for transfers to Oracle affiliated companies, the terms of the Oracle Intra-Company Data Transfer and Mandate Agreement (as detailed in the Data Processing Agreement in **Part 3 to these Supplier Terms**), which requires all transfers of Personal Information to be made in compliance with applicable Data Protection Legislation and all applicable Supplier's security and data privacy policies and standards globally; and (ii) for transfers to third party subprocessors, security and data privacy requirements consistent with the relevant requirements of the Data Processing Agreement in **Part 3 to these Supplier Terms** and applicable Data Protection Legislation.
- c. Transfers of Personal Data originating from other locations globally to the Supplier affiliated companies or third party subprocessors are subject to (i) for the Supplier affiliated company, the terms of the Oracle Intra-Company Data Processing and Transfer Agreement entered into between the Supplier and the Supplier affiliated companies, which requires all transfers of Personal Data to be made in compliance with all applicable Supplier security and data privacy policies and standards; and (ii) for third party subprocessors, the terms of the relevant Supplier third party subprocessor agreement incorporating security and data privacy requirements consistent with the Data Processing Agreement set out in **Part 3 to these Supplier Terms**.
- d. The Oracle Processor Code (Binding Corporate Rules for Processors) applies to the Processing of Personal Data by the Supplier on the Buyer's behalf in its role as a Processor as part of the provision of Services under the Order Form and the DPA set out in **Part 3 to these Supplier Terms**, where such Personal Data is: (i) subject to any data transfer restrictions under Applicable European Data Protection Law (as defined in the **Part 3 to these Supplier Terms**); and (ii) processed by the Supplier or a Supplier affiliated company in a country outside Europe. The most current version of the Oracle Processor Code is available on <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing>, and is incorporated by reference into the Order Form.
- e. For the purposes of the transfer of Personal Data, the Buyer and the Supplier agree that (i) the Buyer will act as the data exporter on its own behalf and on behalf of any of its entities, (ii) the Supplier will act on its own behalf and/or on behalf of the relevant the Supplier affiliated company as the data importers, (iii) any Transfers to Third Party Subprocessors shall be subject to security and data privacy requirements consistent with the the Supplier Processor Code, the Data Processing Agreement and the Agreement as set out in these Supplier Terms.

34. Subprocessors

With respect to Paragraph 12(b) of Schedule 7 to the Framework Agreement (as incorporated into the Call-Off Terms), the Buyer provide Oracle general written authorization to engage Oracle Affiliates and Third Party Subprocessors as necessary to assist in the performance of the Services.

The Buyer agrees that if it does not object to the intended involvement of a Subprocessor or the Supplier affiliated company within thirty (30) calendar days of receiving notice from the Supplier in accordance with Paragraph 12 of Schedule 7 to the Framework Agreement (as incorporated into the Call-Off Terms), the Buyer shall be deemed to have consented to the change regardless of whether such consent is confirmed in writing in accordance with Section 5 of the Data Processing Agreement as attached in **Part 4 to these Supplier Terms**.

35. Third Party Communications

With respect to Paragraph 6 of Schedule 7 to the Framework Agreement (as incorporated into the Call-Off Terms), if the Supplier directly receives any Data Subject requests regarding Personal Data, it will promptly pass on such requests to the Buyer without responding to the Data Subject if the Data Subject identifies the Buyer as the Data Controller. If the Data Subject does not identify the Buyer as Data Controller, the Supplier will instruct the Data Subject to contact the entity responsible for collecting their Personal Data.

36. Data Retention and Deletion

With respect to Clause 7.6 to the Framework Agreement and any other matters relating to data retention/deletion (as incorporated into the Call-Off Terms), to the extent relevant in the provision of applicable Services provided by the Supplier under the Order Form, following termination of the relevant Services, the Supplier will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Data on the Supplier's systems or Services environments, except as otherwise stated in the Supplier's Service Specifications. For Personal Data held on the Buyer's systems or environments, or for Services for which no data retrieval functionality is provided by the Supplier as part of the Services, the Buyer shall ensure it takes appropriate action to back up or otherwise store separately any Personal Data while the production Services environment is still active prior to termination.

Following any applicable retrieval period, the Supplier will promptly delete all copies of Personal Data from the applicable Cloud Services environment, except as may be required by applicable law. The Supplier's data deletion practices, as well as any applicable retention or archival practices, are described in more detail in the relevant Cloud Services Hosting and Delivery Policies set out in <https://www.oracle.com/corporate/contracts/cloud-services/hosting-delivery-policies.html> and other Service Specifications applicable to the Cloud Services.

37. Supplier Staff

- a. The extent Clauses 4.4 to 4.8 of the Call-Off Terms relates to the applicable Consulting Services or Managed Cloud Services provided by the Supplier under the Order Form, and notwithstanding and anything to the contrary stated in the Order Form, the Buyer acknowledges that by entering into the Order Form. It is not granted or permitted any right to seek exercising direction, control or supervision over the Supplier's Staff and resources in the provision of the applicable Services. The Supplier Staff shall co-operate with any reasonable request of the Buyer within the scope of the Services provided but the Buyer acknowledges and agree that ultimately the Supplier's Staff will be able to determine how the Services are delivered and will have autonomy over their working methods.
- b. Notwithstanding the foregoing sentence, the Supplier shall have complete discretion concerning which of its Staff perform the Services and may provide a substitute whenever necessary. Should the individual assigned to provide the Services be unable to do so for any reason, the Supplier shall be able to provide a substitute, so long as such substitute personnel is adequately experienced, skilled and qualified. The Buyer has the right to refuse a substitute only if, in the Buyer's reasonable opinion, such individual has insufficient qualifications and expertise to carry out the relevant Services.
- c. Where on-site at the Buyer's premises the Supplier Staff shall observe any of the Buyer's reasonable physical security and health and safety, policies and procedures ("**procedures**") insofar as they are applicable to such individual while performing Services at the Buyer's site; provided at all times, the procedures: (i) do not violate any applicable laws (including privacy laws); (ii) are expressly applicable to Supplier's provision of Services at the site at which the Supplier's Staff is performing Services as stated in the Order Form; (iii) are made available to each of the Supplier Staff performing Services at the Buyer's site prior to commencement of such Services; (iv) do not require drug screening or background checks other than as expressly agreed to by the Supplier and the Buyer in the Order Form; (v) are not part of and do not modify or amend the terms and conditions of the Supplier Terms, or the agreed terms of the Order Form; and (vi) are open to have any training provided by the Buyer the Supplier as reasonably requested by the Supplier.

38. Off-Payroll Working Rules

- a. With respect to Clauses 4.10 and 4.11 to the Framework Agreement (as incorporated into the Call-Off Contract) and Clauses 4.4 to 4.8 of the Call-Off Terms, to the extent relevant in the provision of Consulting Services or Managed Cloud Services provided by the Supplier under the Order Form, and notwithstanding anything to the contrary stated in the Order Form, the Buyer acknowledges and understands that the Supplier may engage certain individuals who are adequately experienced, skilled and qualified to provide certain Services on a business-to-business basis, both contractually and in reality, and that such individual's engagement with the Supplier is intended to be outside the scope of the off-payroll working rules ("**IR35**") and, for the purposes of IR35, the Supplier is the "end-user" of such individual.
- b. Subject to the requirements of the following paragraph, and notwithstanding the preceding paragraph (a), where it has been determined by the Supplier or its suppliers that the relevant individual engaged by the Supplier is a UK tax resident and does not provide his/her services through a "managed service company" in accordance with the defined meaning under Section 61B of the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**"), and such individual is liable to be taxed in the UK under IR35, where applicable in the context, either the Supplier shall itself, or procure that its supplier, agency or other third party shall, comply with ITEPA and all other statutes and regulations relating to income tax and national insurance contributions in respect of such individual earnings.
- c. Notwithstanding preceding paragraph (b), the Buyer shall, and shall procure that each of the Buyer's personnel shall: (i) maintain such documents and information as will be reasonably required to manage any status determination required by the Supplier, its suppliers, agencies or other third parties in respect of the person engaged by the Supplier in the provision of the Services; (ii) promptly provide to the Supplier such documents and information mentioned in (i), which the Supplier may reasonably request; and (iii) fully cooperate (and procure that any of the Buyer's personnel shall fully cooperate) with the reasonable requests of the Supplier relating to any administrative tasks necessary for the Supplier to deal, or assist, with IR35 status determination by the Supplier or its suppliers, agencies or other third parties (as applicable) in respect of the relevant person engaged in the provision of the Services.
- d. The provisions of Clauses 4.10 and 4.11 to the Framework Agreement (as incorporated into the Call-Off Contract) and Clauses 4.4 to 4.8 of the Call-Off Terms shall not apply to the extent the Supplier determines that the provision of the relevant Services by such individual under the applicable Order Form is not subject to IR35.

39. Unilateral Variation of Processing Data terms

With respect to Paragraph 14 of Schedule 7 to the Framework Agreement (as incorporated into the Call-Off Terms) ("**Processing Data Terms Schedule**") the Buyer agrees if the Supplier does not object to the intended change to the Processing Data Terms Schedule, as set out in Schedule 7 to the Framework Agreement (as incorporated into the Call-Off Terms), within fourteen (14) calendar days of receiving notice from the Buyer, the Buyer may proceed to replace the terms provided that the Buyer shall only use such replacement terms that are either: (a) officially binding terms issued by a Regulatory Body, (b) binding terms applicable from a decision from a court of competent jurisdiction, or (c) aligned with the Data Protection Legislation. In the event that the Supplier is unable to comply with the terms of any such amendment to the Processing Data Terms Schedule, the Supplier may terminate this Call-Off Contract with immediate effect and without liability.

40. Refund

The Buyer agrees that in the event of termination pursuant to Clause 11.9 of the Call-Off Terms, and if applicable, the Supplier will refund the pre-paid fees for the terminated Services for the period following the effective date of termination.

41. Audit

- a. With respect to Clauses 7.4 to 7.13 to the Framework Agreement (as incorporated into the Call-Off Terms) and any other provision in respect of audits, the Buyer may audit the Supplier's compliance with its obligations under the applicable Order Form once per year. In addition, to the extent required by Applicable Data Protection Legislation, in the event of a Personal Data Breach the Buyer shall be entitled to perform up to one (1) additional audit in the year the Personal Data Breach occurred, and such additional audit must be requested and handled in accordance with Section 8 of the Data Processing Agreement **Part 4 to these Supplier Terms**, subject at all times to the terms of Section 11 of the Data Processing Agreement as attached in **Part 4 to these Supplier Terms**.
- b. Notwithstanding anything, to the contrary in the Data Processing Agreement as attached in **Part 4 to these Supplier Terms**, to request an audit, the Buyer must submit a detailed proposed audit plan to the Supplier 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. The Supplier will review the proposed audit plan and provide the buyer with any concerns or questions (for example, any request for information that could compromise the Supplier security, privacy, employment or other relevant policies). The Supplier will work cooperatively with the Buyer to agree on a final audit

plan. An audit must be conducted during regular business hours at the applicable facility, subject to the agreed final audit plan and the Supplier's health and safety or other relevant policies, and may not unreasonably interfere with the Supplier's business activities.

- c. Subject to Section 8 of the Data Processing Agreement as attached in **Part 4 to these Supplier Terms**, the Buyer may perform more frequent audits of the Cloud Services data centre facility that Processes (as defined in the Data Processing Agreement as attached in **Part 4 to these Supplier Terms**) Personal Data to the extent required by laws applicable and mandated by the Regulatory Body accordingly.
- d. The Supplier will contribute to such audits by providing the Buyer or the Regulatory Body with the information and assistance reasonably necessary to conduct the audit, including any relevant records of processing activities applicable to the Cloud Services ordered by the Buyer.
- e. The Buyer will provide the Supplier with any audit reports generated in connection with any audit under this section, unless prohibited by Applicable Data Protection Law or otherwise instructed by a Regulatory Body. The Buyer may use the audit reports only for the purposes of meeting the Buyer's regulatory audit requirements and/or confirming compliance with the Supplier Terms and the Order Form. The audit reports are Confidential Information of the parties under the terms of the Supplier Terms and the Order Form.
- f. Without prejudice to the rights granted in Section 8.1 of the Data Processing Agreement as attached in **Part 4 to these Supplier Terms**, 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 the Supplier provides such report to the Buyer confirming there are no known material changes in the controls audited, the Buyer 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.
- g. Each party will bear its own costs in relation to the audit, unless the Supplier promptly informs the Buyer upon reviewing the Buyer's 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 the Order Form, such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees.

42. Requests

The Buyer agrees that where any requests are made pursuant to a provision of the Call-Off Contract, (whether by way of a notice to do an act or enter into terms pursuant to a provision under the Call-Off Contract) such requests shall be reasonable in nature, no more than reasonably necessary for the particular requirement, and the Buyer shall always act in good faith.

43. Segmentation

The purchase of any Supplier products and services are all separate offers and separate from any other order for products and services the Buyer may receive or have received from the Supplier. The Buyer's 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. The Buyer acknowledges that it has entered into the purchase without reliance on any financing or leasing arrangement with the Supplier or its affiliate.

44. Force Majeure

Notwithstanding clause 23.3 of the Call-Off Terms, in relation to a Force Majeure Event:

- a. Neither You or Oracle shall be responsible for failure or delay of performance if caused by Force Majeure Event;
- b. A party cannot claim relief pursuant to clause 23 of the Call-Off Terms (as modified by this section 44) if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- c. A party cannot claim relief under clause 23 of the Call-Off Terms (as modified by this section 44) 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.
- d. A party claiming relief under clause 23 of the Call-Off Terms (as modified by this section 44) 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.

- e. 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.
- f. This section 44 does not excuse either party's obligation to take reasonable steps to follow its own normal disaster recovery procedures or the Buyer's obligation to pay for deliverables ordered or delivered.

45. Buyer's Responsibilities

In respect of Managed Cloud Service and Oracle Consulting Services, the Buyer will cooperate generally with the Supplier 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 cooperation requirements, obligations and the project assumptions in respect of the Services upon which the Charges have been based are as set out in the applicable exhibits under **Part 3 to these Supplier Furnished Terms**. 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 section and in the Order Form shall constitute a buyer cause and may entitle Oracle to render additional Charges provided that it notifies the Buyer promptly given the circumstances.

46. Corporate Resolution Planning

Schedule 8 of the Call-Off Terms shall not be applicable to any Order Form or Call-Off Contract.

Oracle Consulting & Advanced Customer Services Security Practices

Effective Date: 15 May 2018

Introduction & Scope

This document describes the security practices that Oracle organizations performing consulting services, and Oracle's Advanced Customer Services ("**ACS**") organization (for purposes of this document all such organizations collectively "**Oracle**") follow when performing such consulting or ACS services ("**services**") under the terms of Your Master Agreement and applicable order for Services (collectively the "**order**"). It also clarifies your security obligations with respect to your environments and the data therein. These practices supplement the [Oracle Corporate Security Practices](#) as set out in **Appendix C to Part 5 of the Supplier Terms**, which are incorporated herein by reference. These practices are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of security specified in this document during the performance of services under Your order.

I. Definitions

The term "environment(s)" means your technology environments to which you grant Oracle access in order to provide the services under the order. The term "subcontractors" means subcontractors retained by Oracle and its subsidiaries that assist in performing the services.

II. Security Policies

Oracle's Corporate Security Practices cover the management of security for both its internal operations as well as the services Oracle provides to its customers, and apply to all Oracle employees. These policies, which are generally aligned with the ISO 27002 Code of Practice and ISO 27001 standards, govern all areas of security applicable to the services. You are strongly encouraged to implement your own comprehensive system of policies, standards and procedures, according to your risk-based assessments and business requirements.

III. Network Security

Oracle takes the following steps to secure access to the environments:

- Oracle employs Intrusion Detection Systems (IDS) within the Oracle network to intercept and respond to security events as they are identified. Oracle utilizes a network-based monitoring approach designed to detect attacks on open firewall ports within Oracle's network. IDS events are analyzed using signature detection, which is a pattern matching of environment settings and user activities against a database of known attacks. Oracle updates the signature database as new releases become available for commercial distribution. Alerts are forwarded to Oracle's IT or Security department for review and response to potential threats.
- Oracle uses router rules, access control lists and segmentation on the Oracle network.
- Oracle's IT department manages and monitors all routers and firewall logs. Network devices are safeguarded via centralized authentication; usage is audited.
- When Oracle accesses the environments residing on your system over the Internet, it uses only (a) encrypted network traffic via industry standard Virtual Private Network (VPN) or equivalent technology, or (b) technology permitted by your network administrator (e.g., direct dial-up or DSL if permitted on your network). Unless otherwise specified in the order, in (a) above, Oracle uses Oracle Continuous Connection Network (OCCN), which utilizes a persistent VPN tunnel and software VPN Combination, for Internet-based connections to the environments.
- Oracle may also use a desktop/laptop client based product when it accesses the environments residing on your system over the Internet. Examples include: Cisco Software VPN, Nortel Software VPN, Checkpoint Software VPN, Netscreen Software VPN, Point-To-Point Tunneling Protocol (PPTP), Neoteris Secure Sockets Layer (SSL) VPN, Aventail SSL VPN.

IV. Data Management/Protection

Oracle generally does not require or request access to production data in order to provide services. You are responsible for providing Oracle access to production data in a development or test environment and/or to a production computing environment only to the extent necessary to perform the services. The following applies to the extent that you have provided production data necessary to perform the services to Oracle.

Data Management: During the performance of the services, you maintain control over and responsibility for any production data residing in the environments. Oracle does not and will not:

- Change any production data, other than as required for the performance of the services.
- Have any role in determining or maintaining the accuracy of any production data.
- Control how production data is hosted, processed, stored or destroyed by you.
- Control your access to production data, other than restricting access to production data through applying physical and logical access controls, as applicable, as part of the services.

Deletion of Production Data: Upon termination of the services or at your request, Oracle will delete your production data located on Oracle computers in a manner designed to ensure that they cannot reasonably be accessed or read, unless there is a legal obligation imposed on Oracle preventing it from deleting all or part of the data. Unless otherwise specified in writing, Oracle will archive production data on tape for six months following termination of the services.

Audit: In the event that the applicable order for services provides you with the right to audit Oracle's compliance with these security practices, the following procedures apply. You may send Oracle's Global Information Security organization a written request, including a detailed audit plan, at least six weeks in advance of the proposed audit date. The parties will work cooperatively to agree on a final audit plan. The audit shall be conducted no more than once during a twelve-month period, during regular business hours, subject to on-site policies and regulations, and may not unreasonably interfere with business activities. If you would like to use a third party to conduct the audit, the third party auditor shall be mutually agreed to by the parties and the third-party auditor must execute a written confidentiality agreement acceptable to Oracle. Upon completion of the audit, you will provide Oracle with a copy of the audit report, which is classified as confidential information under the terms of your order.

v. Access Control

Account Provisioning and Passwords: Oracle requires the following standards for provisioning access to and creating passwords for the environments that are in the control of Oracle:

- Access is provisioned on a need to know basis.
- Passwords must conform to the strong password guidelines that include complexity, expiration, and length. Passwords are not permitted to be written down or stored on-line unencrypted.
- Passwords are treated as Oracle confidential information.
- At your request, Oracle will agree with you on a schedule for periodic password changes for credentials you have provided to Oracle to your systems.
- User IDs and passwords to your systems are not communicated to any other person without your prior authorization.

General Access: In the event of employee terminations, deaths or resignations, Oracle will take actions to terminate network, telephony and physical access for such former employees. Oracle Corporate Security will periodically review accounts of terminated employees to verify that access has been terminated and that stale accounts are removed from the Oracle network.

vi. Additional Oracle Practices

Information Security Managers: Oracle Consulting and ACS have appointed an Information Security Manager (ISM) to coordinate with Oracle Global Information Security (GIS) by serving as a resource to help identify strategic and practical security issues within the organization. The ISM serves as an advocate within Oracle Consulting and ACS to communicate information security awareness to Oracle Consulting and ACS employees and management and work collectively with that group to help implement and comply with Oracle's corporate security practices, policies and initiatives.

vii. Your Obligations

- You are responsible for all aspects of the collection of data, including determining and controlling the scope and purpose of collection. If you provide any personally identifiable

- information to Oracle for use in the performance of the services, you are responsible for sending any required notices and/or obtaining any required consents necessary for Oracle to perform the services. Oracle does not and will not collect data from data subjects or communicate with data subjects about their data.
- You will limit Oracle's access to your data to the extent necessary for Oracle to perform the services. You will prevent Oracle from accessing any health, payment card or other sensitive data that requires protections greater than those identified herein unless the parties specify the security measures applicable to Oracle's treatment of such data in the applicable order for services.
- You are responsible for managing Oracle's access to your systems, including providing unique accounts and user IDs where necessary.

Oracle Cloud Hosting and Delivery Policies

Effective Date: February 2024; Version 3.6

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OVERVIEW

These *Oracle Cloud Hosting and Delivery Policies* (these “Delivery Policies”) describe the Oracle Cloud Services ordered by You. These Delivery Policies may reference other Oracle Cloud policy documents; any reference to “Customer” in these Delivery Policies or in such other policy documents shall be deemed to refer to “You” as defined in Your order. All commitments in these Delivery Policies apply to production Cloud Services unless otherwise specified.

References in these Delivery Policies to a Cloud Services’ “Data Center Region” refers to the geographic region listed in Your order for such Services or, if applicable, the geographic region that You have selected when activating the instance of such Services. For purposes of the Data Center Region applicable to Your ordered Cloud Services, the following applies:

- “Europe” refers to the member countries of the European Union, the United Kingdom, and Switzerland, collectively; and
- “APAC” refers to the Asia-Pacific geography, except China as Oracle has no data centers in China
- “North America” refers to geographical regions made up of the continental United States of America and Canada; except where the entity purchasing Cloud Services elects to be initially provisioned in the country of Mexico, in which case, North America refers to the geographical regions made up of the continental United States of America, Canada and Mexico.

With respect to Your ordered Oracle Cloud Services, Your Content will be stored in the Data Center Region applicable to such Services. Oracle may replicate Your Content to other locations within the identified Data Center Region in support of data redundancy. Capitalized terms that are not otherwise defined in these Delivery Policies shall have the meaning ascribed to them in the Oracle agreement, Your order or the policy, as applicable. These Delivery Policies are updated on a biannual basis.

Your order or Oracle’s Service Specifications (as defined in Your agreement for Oracle Cloud Services which includes Oracle Cloud Services Pillar documentation, Service Descriptions and additional definitions provided in the Oracle Cloud Services Agreement) may include additional details or exceptions related to specific Oracle Cloud Services. The Oracle Cloud Service Pillar documentation, the Service Descriptions and the Program Documentation for Oracle Cloud Services are available at www.oracle.com/contracts.

Oracle Cloud Services are provided under the terms of the Oracle agreement, Your order, and Service Specifications applicable to such Services. Oracle’s delivery of the Oracle Cloud Services is

conditioned on Your and Your Users’ compliance with Your obligations and responsibilities defined in such documents and incorporated policies. These Delivery Policies, and the documents referenced herein, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of performance, functionality, security, or availability of the Oracle Cloud Services provided during the Services Period of Your order.

Oracle Cloud Services are deployed at data centers or third-party infrastructure service providers retained by Oracle, with the exception of Oracle Cloud at Customer Services. Oracle Cloud at Customer Services are Public Cloud Services that are deployed at Your data center or at a third-party data center retained by You. You may purchase these Services standalone or they may be deployed as the underlying platform for other Oracle Cloud Services. For Oracle Cloud at Customer Services, Oracle will deliver to Your data center certain hardware components, including gateway equipment, needed by Oracle to operate these Services. You are responsible for providing adequate space, power, and cooling to deploy the Oracle hardware (including gateway equipment) and for ensuring adequate network connectivity for Oracle Cloud Operations to access the services. Oracle is solely responsible for maintenance of the Oracle hardware components (including gateway equipment).

These Delivery Policies do not apply to Oracle BigMachines Express or such other Oracle Cloud offerings as specified by Oracle in Your order or the applicable Service Descriptions.

1. ORACLE CLOUD SECURITY POLICY

1.1 Oracle Information Security Practices - General

Oracle has adopted security controls and practices for the Oracle Cloud Services that are designed to protect the confidentiality, integrity, and availability of Your Content that is hosted by Oracle in Your Oracle Cloud Services and to protect Your Content from any unauthorized processing activities such as loss or unlawful destruction of data. Oracle continually works to strengthen and improve those security controls and practices.

Oracle Cloud Services operate under practices which are aligned with the ISO/IEC 27002 Code of Practice for information security controls, from which a comprehensive set of controls are selected. Oracle Cloud Services are aligned with National Institute of Standards and Technology ("NIST") 80053 and 800-171.

Oracle Cloud information security practices establish and govern areas of security applicable to Oracle Cloud Services and to Your use of those Oracle Cloud Services.

Oracle personnel (including employees, contractors, and temporary employees) are subject to the Oracle information security practices and any additional policies that govern their employment or the services they provide to Oracle.

Oracle takes a holistic approach to information security, implementing a multi-layered defense security strategy where network, operating system, database, and software security practices and procedures complement one another with strong internal controls, governance and oversight.

For those Oracle Cloud Services which enable You to configure Your security posture, unless otherwise specified, You are responsible for configuring, operating, maintaining, and securing the operating systems and other associated software of these select Oracle Cloud Services (including Your Content) that is not provided by Oracle. You are responsible for maintaining appropriate security, protection, and

backup of Your Content, which may include the use of encryption technology to protect Your Content from unauthorized access and the routine archiving of Your Content.

1.2 Physical Security Safeguards

Oracle employs measures designed to prevent unauthorized persons from gaining access to computing facilities in which Your Content is hosted such as the use of security personnel, secured buildings, and designated data center premises. Oracle provides secured computing facilities for both office locations and production cloud infrastructure. Common controls between office locations and Oracle controlled co-locations/data centers currently include, for example:

- Physical access requires authorization and is monitored
- All employees and visitors must visibly wear official identification while onsite
- Visitors must sign a visitor's register and be escorted and/or observed while onsite
- Possession of keys/access cards and the ability to access the locations is monitored. Staff leaving Oracle employment must return keys/cards

Additional physical security safeguards are in place for Oracle-controlled Cloud data centers, which currently include safeguards such as:

- Premises are monitored by CCTV
- Entrances are protected by physical barriers designed to prevent unauthorized entry by vehicles
- Entrances are manned 24 hours a day, 365 days a year by security guards who perform visual identity recognition and visitor escort management
- Safeguards related to environmental hazards
- Any physical movement of equipment is controlled by hand-delivered receipts and other authorized change control procedures
- Network cables are protected by conduits and, where possible, avoid routes through public areas

This section does not apply to Oracle Cloud at Customer Services. You must provide Your own secure computing facilities for the hosting and operation of the Oracle Cloud at Customer Services-related hardware (including the gateway equipment) and network connections required for Oracle to provide the Oracle Cloud at Customer Services.

1.3 System Access Controls

Oracle policies require the following controls to be applied: authentication via passwords and/or multi-factor authentication, documented authorization controls, and logging of access. All remote access to the Oracle Cloud Network by Oracle personnel that have access to Your Content is restricted through the use of a Virtual Private Network which utilizes multi-factor authentication. In addition to the required use of a Virtual Private Network, before Oracle personnel are granted access to the Oracle Cloud Network, Oracle performs device posture checks and has in place controls, such as bastion hosts. Oracle

prohibits (through both policy and technical controls) the use of personal devices to access the Oracle Cloud Network and the Oracle Cloud Services.

For Cloud Services hosted by Oracle: (i) log-ins to Cloud Services are logged and (ii) logical access to the data centers is restricted and protected.

1.4 Data Access Controls

For service components managed by Oracle, Oracle's access to Your Content is restricted to authorized staff.

With respect to Oracle personnel accessing the Oracle Cloud Services (including Your Content residing in the Oracle Cloud Services), Oracle enforces Role Based Access Controls (RBAC) and employs the access management principles of "need to know", "least privilege" and "segregation of duties." In addition, Oracle provides a mechanism by which You control Your Users' access to the Oracle Cloud Services and to Your Content.

1.5 User Encryption for External Connections

Your access to Oracle Cloud Services is through a secure communication protocol provided by Oracle. If access is through a Transport Layer Security (TLS) enabled connection, that connection is negotiated for at least 128 bit encryption. The private key used to generate the cipher key is at least 2048 bits. TLS is implemented or configurable for all web-based TLS-certified applications deployed at Oracle. It is recommended that the latest available browsers certified for Oracle programs, which are compatible with higher cipher strengths and have improved security, be utilized for connecting to web enabled programs. The list of certified browsers for each release of Oracle Cloud Services will be made available via a portal accessible to You or in the corresponding Service Description for the Oracle Cloud Services. In some cases, a third party site that You wish to integrate with the Oracle Cloud Services, such as a social media service, may not accept an encrypted connection. For Oracle Cloud Services where HTTP connections with the third party site are permitted by Oracle, Oracle will enable such HTTP connections in addition to the HTTPS connection.

1.6 Input Control

The source of Your Content is under Your control and Your responsibility, and integrating Your Content into the Oracle Cloud Services, is managed by You.

1.7 Data and Network Segregation

Your Content is logically or physically segregated from the content of other customers hosted in the Oracle Cloud Services. All Oracle Cloud networks are segregated from Oracle's corporate networks.

1.8 Confidentiality and Training

Oracle personnel are subject to confidentiality agreements and are required to complete information-protection awareness training upon hiring. Thereafter, all Oracle personnel must complete training periodically in accordance with applicable Oracle security and privacy awareness training policies.

1.9 Asset Management

Oracle is responsible for the protection and inventory of Oracle's Cloud Services assets. The responsibilities may include reviewing and authorizing access requests to those who have a business need and maintaining an inventory of assets.

You are responsible for the assets You control that utilize or integrate with the Oracle Cloud Services, including determining the appropriate information classification for Your Content, and whether the documented controls provided by Oracle Cloud Services are appropriate for Your Content. You must have or obtain any required consents or other legal basis related to the collection and use of information provided by data subjects, including any such consents or other legal basis necessary to provide the Oracle Cloud Services.

1.10 Oracle Internal Information Security Policies

Oracle Cloud information security policies establish and govern areas of security applicable to Oracle Cloud Services and to Your use of Oracle Cloud Services. Oracle personnel are subject to the Oracle Corporate Information Security Policies and any additional policies that govern their employment or the services they provide to Oracle. Oracle's Information Security Program ("ISP") is comprised of documented policies that consider risk factors including cyber and security factors, with accompanying derivative procedures, standards and guidelines required for the effective operationalization of policy. Oracle's ISP is designed to ensure the confidentiality, integrity, privacy, continuity and availability of Your Content that is hosted by Oracle in Your Oracle Cloud Services through effective security management practices and controls. Oracle's ISP is reviewed annually by the Oracle Security Oversight Committee and updated as required.

1.11 Internal Security Reviews and Enforcement

Oracle employs internal processes for regularly testing, assessing, evaluating and maintaining the effectiveness of the technical and organizational security measures described in this section.

1.12 External Reviews

Oracle may conduct independent reviews of Oracle Cloud Services utilizing third parties in the following areas (the scope of any such reviews may vary by Service and country):

- SOC 1 (based on Statement on Standards for Attestation Engagements (SSAE) No 18) and/or SOC 2 reports (based upon Trust Services Criteria)
- Other independent third-party security testing to review the effectiveness of administrative and technical controls

Relevant information from these reviews may be made available to customers.

1.13 Oracle Software Security Assurance

Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing, and maintenance of its products, whether they are used on-premises by customers, or delivered through Oracle Cloud. The OSSA program is described at <https://www.oracle.com/corporate/security-practices/assurance/>.

1.14 Security Logs

Logs are generated for security-relevant activities on operating systems. Systems are configured to log default security activities, access to information or programs, system events such as alerts, console messages, and system errors. Oracle reviews logs for forensic purposes and incidents; identified anomalous activities feed into the incident management process. Security logs are stored within the Security Information and Event Management system (or equivalent system) in a native, unaltered format and retained in accordance with Oracle's internal policies. Such logs are retained online for a minimum of 1 year. These logs are retained and used by Oracle for our internal security operations of the Oracle Cloud Services.

1.15 Other Customer Security Related Obligations

You are responsible for:

- Implementing Your own comprehensive system of security and operational policies, standards and procedures, according to Your risk-based assessments and business requirements
- Ensuring that end-user devices meet web browser requirements and minimum network bandwidth requirements for access to the Oracle Cloud Services
- Managing client device security controls, so that antivirus and malware checks are performed on data or files before importing or uploading data into the Oracle Cloud Services
- Maintaining Customer-managed accounts according to Your policies and security best practices
- Additionally, for Oracle Cloud at Customer Services, You are responsible for the following:
 - Adequate physical and network security
 - Security monitoring to reduce the risk of real time threats and prevent unauthorized access to Your Oracle Cloud Services from Your networks; this

includes intrusion detection systems, access controls, firewalls and any other network monitoring, and any management tools managed by You.

2. ORACLE CLOUD SERVICE CONTINUITY POLICY

2.1 Oracle Cloud Services High Availability Strategy

Oracle deploys the Oracle Cloud Services on resilient computing infrastructure designed to maintain service availability and continuity in the case of an incident affecting the Services. Data centers retained by Oracle to host Oracle Cloud Services have component and power redundancy with backup generators in place, and Oracle may incorporate redundancy in one or more layers, including network infrastructure, program servers, database servers, and/or storage.

2.2 Oracle Cloud Services Backup Strategy

Oracle periodically makes backups of Your Content in your instance of the Oracle Cloud Services for Oracle's sole use to minimize data loss in the event of an incident. Backups are stored at the primary site used to provide the Oracle Cloud Services and may also be stored at an alternate location for retention purposes. A backup is typically retained online or offline for a period of at least 60 days after the date that the backup is made. Oracle typically does not update, insert, delete or restore Your data on Your behalf. However, on an exception basis and subject to written approval, Oracle may assist You to restore data which You may have lost as a result of Your own actions.

For Oracle Cloud Services which enable You to configure backups in accordance with Your own policies, You are responsible for performing backups and restores of Your Content. Additionally, You are encouraged to develop a business continuity plan to ensure continuity of Your own operations in the event of a disaster.

2.3 Oracle Business Continuity

Oracle will at all times during the term maintain a plan as it pertains to Oracle's internal operations with the goal of minimizing any disruption to the provision of services if any disaster, disruption or force majeure event occurs ("BC Plan").

The BC Plan establishes, documents and implements processes, procedures and controls to ensure the security provisions applicable to the Oracle Cloud Services are not diminished in the event the BC Plan is invoked. The purpose of the BC Plan is to provide, among other things, resilience for Oracle's internal operations for the continuity and maintenance of the Oracle Cloud Services regardless of cause.

3. ORACLE CLOUD SERVICE LEVEL AGREEMENT

3.1 Hours of Operation

The Oracle Cloud Services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during maintenance periods, technology upgrades and as otherwise set forth in the Oracle agreement, Your order and this *Oracle Cloud Service Level Agreement*.

3.2 Service Availability

Commencing at Oracle's activation of Your Oracle Cloud Service, Oracle works to meet the Target Service Availability Level, or Target Service Uptime of 99.9%. This is in accordance with the terms set forth in the Oracle Cloud Service Pillar documentation for the applicable Oracle Cloud Service (or such other Target Service Availability Level or Target Service Uptime specified by Oracle for the applicable Oracle Cloud Service in such documentation).

The foregoing is contingent on Your adherence to Oracle's recommended minimum technical configuration requirements for accessing and using the Oracle Cloud Services from Your network infrastructure and Your user workstations as set forth in the Program Documentation for the applicable Oracle Cloud Services.

3.2.1 Measurement of Availability

Following the end of each calendar month of the applicable Services Period, Oracle measures the Service Availability Level or Service Uptime over the immediately preceding month by dividing the difference between the total number of minutes in the monthly measurement period and any Unplanned Downtime (as defined below) by the total number of minutes in the measurement period and multiplying the result by 100 to reach a percent figure.

$$\frac{(\text{Number of minutes in the month} - \text{Number of minutes of unplanned downtime})}{\text{Number of minutes in the month}} * 100$$

Number of minutes in a 30 day month = 30 days * 24 hours in the day * 60 minutes in an hour

Number of unplanned minutes in the month = minutes of unplanned downtime defined in the section "*Definition of Unplanned Downtime*".

Example: June has 30 days = 30*24*60 = 43,200 minutes in the month

If 90 minutes of unplanned downtime occurred in the month of June the equation would be:

$$((43,200 - 90)/43,200) * 100 = 99.8\% \text{ Service Level Availability}$$

3.2.2 Reporting of Availability

Oracle will provide you metrics on the Service Availability Level for Oracle Cloud Services that You purchased under Your order, either in a self-service manner or via a Service Request submitted by You to Oracle requesting the metrics.

3.2.3 Service Credits

You may receive Service Credits in the event that the Target Service Availability Level or Target Service Uptime for Oracle Cloud Services that You purchased under Your order is below the defined Target Service Availability Level or Target Service Uptime applicable to such Services. Service Credits are defined in the Oracle Cloud Service Pillar documentation or Service Descriptions applicable to Your purchased Oracle Cloud Services. Notwithstanding the provisions of this section, if Your order with Oracle or Service Specifications applicable to your order for a particular Oracle Cloud Service provides a right to receive a higher amount of Service Credits, then You may receive the Service Credits under the provision which provides for the highest amount of Service Credits to You, but You may not recover Service Credits under multiple provisions for the same event.

3.3 Definition of Unplanned Downtime

Oracle Cloud Services are deployed in resilient computing facilities with resilient infrastructure, redundant network connections, and power at each hosting facility.

“Unplanned Downtime” means any time during which a problem with the Oracle Cloud Services prevents Your connectivity. Unplanned Downtime does not include any time during which the Oracle Cloud Services or any Oracle Cloud Services component are not available due to: (i) scheduled maintenance, (ii) circumstances outside of Oracle’s control and other force majeure events (e.g., outages initiated at Your request, outages caused by non-Oracle infrastructure such as electrical, network, telecommunication, or other connectivity equipment, security attacks, natural disasters, or political events), (iii) any actions or inactions of You, Your Users or any third party (other than any Oracle agents and contractors who Oracle has engaged to perform the applicable Oracle Cloud Services) or (iv) any suspension by Oracle permitted under Your Oracle agreement or Your order. In addition, with respect to Oracle Cloud at Customer Services, Unplanned Downtime also does not include downtime or other unavailability (i) of Your data

center (e.g., due to maintenance) or (ii) occurring outside the on-site hours defined under Your order for Oracle Cloud Operations personnel at Your data center.

3.4 Monitoring

Oracle uses a variety of software tools to monitor the availability and performance of the Oracle Cloud Services and the operation of infrastructure and network components. Oracle does not monitor, or address deviations experienced by any non-Oracle managed components used by You in the Oracle Cloud Services, such as non-Oracle applications.

3.4.1 Monitored Components

Oracle monitors the hardware that supports the Oracle Cloud Services, and generates alerts for monitored network components, such as CPU, memory, storage, database and other components. Oracle Cloud Operations staff monitors alerts associated with deviations to Oracle defined thresholds and follows standard operating procedures to investigate and resolve underlying issues.

3.4.2 Customer Monitoring & Testing Tools

Oracle permits You to conduct limited functional testing for Oracle Cloud Services in Your test instance. Specific rules for testing may be found in the Program Documentation.

Oracle regularly performs penetration and vulnerability testing and security assessments against Oracle Cloud infrastructure, platforms, and applications in order to validate and improve the overall security of Oracle Cloud Services. The Oracle Cloud Services Program Documentation outlines when and how You may assess or test any components that You manage or create in Oracle Cloud Services, including non-Oracle applications, non-Oracle databases, other applicable non-Oracle software, code, or the use of data scraping tools.

Oracle reserves the right to remove or disable access to any tools or technologies that violate the guidelines in this section or the applicable Oracle Cloud Services Program Documentation, without any liability to You.

4. ORACLE CLOUD CHANGE MANAGEMENT POLICY

4.1 Oracle Cloud Change Management and Maintenance

Oracle Cloud Operations performs changes to cloud hardware infrastructure, operating software, product software, and supporting application software that is provided by Oracle as part of the Oracle Cloud Services, to maintain operational stability, availability, security, performance, and currency of the Oracle Cloud Services. Oracle follows formal change management procedures to review, test, and approve changes prior to application in the service.

Changes made through change management procedures include system and service maintenance activities, upgrades and updates, and customer specific changes. Oracle Cloud Services change management procedures are designed to minimize service interruption during the implementation of changes.

Oracle reserves specific maintenance periods for changes that may require the Oracle Cloud Services to be unavailable during the maintenance period. Oracle works to ensure that change management procedures are conducted during scheduled maintenance windows (of which Oracle shall give advanced notice), while taking into consideration low traffic periods and geographical requirements.

Oracle will provide prior notice of modifications to the maintenance windows schedule. For Customer-specific changes and upgrades, where feasible, Oracle will coordinate the maintenance periods with You.

For changes that are expected to cause service interruption, the durations of the maintenance periods for scheduled maintenance are not included in the calculation of Unplanned Downtime minutes in the monthly measurement period for Service Availability Level (see the *Oracle Cloud Service Level Agreement* above). Oracle uses commercially reasonable efforts to minimize the use of these reserved maintenance periods and to minimize the duration of maintenance events that cause service interruptions.

For Oracle Cloud Services which enable You to perform maintenance activities, You are responsible for configuring and maintaining the operating systems and other associated software.

4.1.1 Critical Security Maintenance

Oracle may be required to execute critical security maintenance in order to protect the security of the Oracle Cloud Services. Critical security maintenance is required to address an exigent situation (e.g., security vulnerability) with the Oracle Cloud Service or Oracle infrastructure that cannot be addressed except on an emergency basis. Oracle works to minimize the use of critical security maintenance, and to the extent reasonable, will work to provide 24 hours prior notice for any critical security maintenance requiring a service interruption outside of scheduled maintenance periods.

4.1.2 Data Center Migrations

Oracle may migrate Your Oracle Cloud Services deployed in data centers retained by Oracle between production data centers in the same Data Center Region as deemed necessary by Oracle or in the case of disaster recovery. For data center migrations for purposes other than disaster recovery, Oracle will provide a minimum of 30 days notice to You.

4.2 Software Versioning

4.2.1 Software Updates

Oracle requires all Oracle Cloud Services customers to keep the software versions of the Oracle Cloud Services current with the software versions that Oracle designates as supported releases for such Oracle Cloud Services. Software updates are required for the Oracle Cloud Services in order to maintain version currency. Oracle's obligations under these Delivery Policies (including the *Oracle Cloud Service Continuity Policy*, the *Oracle Cloud Service Level Agreement*, and the *Oracle Cloud Support Policy*) are dependent on You maintaining the currently supported versions of Your Oracle Cloud Services. Oracle is not responsible for performance, functionality, availability or security issues experienced with Oracle Cloud Services that may result from running earlier versions.

4.2.2 End of Life

Oracle will host and support only the supported releases of an Oracle Cloud Service. All other versions of the Oracle Cloud Service are considered as "End of Life" (EOL). You are required to complete the Oracle Cloud Services update to the latest version before the EOL of a given version. You acknowledge that failure to complete the update prior to the EOL of an Oracle Cloud Service version may result in an update automatically performed by Oracle or a suspension of the Oracle Cloud Services. In certain circumstances where an Oracle Cloud Service version reaches EOL and Oracle does not make available an updated version, Oracle may designate, and require You to transition to, a successor Oracle Cloud Service.

5. ORACLE CLOUD SUPPORT POLICY

The support described in this *Oracle Cloud Support Policy* applies only for Oracle Cloud Services and is provided by Oracle as part of such Oracle Cloud Services under Your order. Oracle may make available, and You may order for additional fees, additional support service offerings made available by Oracle for the Oracle Cloud Services.

5.1 Oracle Cloud Support Terms

5.1.1 Support Fees

The fees paid by You for the Oracle Cloud Services under Your order include the support described in this *Oracle Cloud Support Policy*. Additional fees are applicable for additional Oracle support services offerings purchased by You.

5.1.2 Support Period

Oracle Cloud support becomes available upon the Oracle Cloud Services start date and ends upon the expiration or termination of the Services (the "support period"). Oracle is not obligated to provide the support described in this Oracle Cloud Support Policy beyond the end of the support period.

5.1.3 Technical Contacts

Your technical contacts are the sole liaisons between You and Oracle for Oracle support for Oracle Cloud Services. Those technical contacts must have, at a minimum, initial basic service training and,

as needed, supplemental training appropriate for specific role or implementation phase, specialized service/product usage, and migration. Your technical contacts must be knowledgeable about the Oracle Cloud Services in order to help resolve system issues and to assist Oracle in analyzing and resolving service requests. When submitting a service request, Your technical contact should have a baseline understanding of the problem being encountered and an ability to reproduce the problem in order to assist Oracle in diagnosing and triaging the problem. To avoid interruptions in Oracle support for Oracle Cloud Services, You must notify Oracle whenever technical contact responsibilities are transferred to another individual.

5.1.4 Oracle Cloud Support

Oracle support for Oracle Cloud Services consists of:

- Diagnoses of problems or issues with the Oracle Cloud Services
- Reasonable commercial efforts to resolve reported and verifiable errors in the Oracle Cloud Services so that those Oracle Cloud Services perform in all material respects as described in the associated Service Specifications
- Support during Change Management activities described in the *Oracle Cloud Change Management Policy* (see above)
- Assistance with technical service requests 24x7x365
- 24x7x365 access to a Cloud Customer Support Portal designated by Oracle and Live Telephone Support to log service requests
- Access to community forums
- Non-technical customer service assistance during normal Oracle business hours (8:00 to 17:00) local country time

5.2 Oracle Cloud Customer Support Systems

5.2.1 Oracle Cloud Customer Support Portal

Oracle provides support for the Oracle Cloud Service acquired by You, under an Order, through the Cloud Customer Support Portal (support portal) designated for that Oracle Cloud Service. While Oracle Cloud Support and the portals (including any portion of the Services they may provide) may be part of Your order, they are not an Oracle Cloud Service offering, and they may be delivered globally, with access to them governed by the Terms of Use posted on the applicable portal web sites, which terms of use are subject to change. Where such portals allow You to upload information, You are responsible for ensuring that You and Your Users do not submit any government-issued identification numbers or any health, financial, payment card, controlled unclassified information, or other sensitive personal information into such portals, unless otherwise expressly permitted by the terms of the support portal or Your applicable Cloud Services order. Access to the support portal is limited to Your designated technical contacts and other authorized users of the Oracle Cloud Services. Where applicable, the support portal provides support details to Your designated technical contacts to enable use of Oracle support for Oracle Cloud Services. Support notifications and alerts relevant to your service requests are posted in the support portal.

5.2.2 Live Telephone Support

Your technical contacts may access live telephone support via the phone numbers and contact information found on Oracle's support web site at <https://www.oracle.com/support/contact.html>.

5.3 Severity Definitions

Service requests for Cloud Services may be submitted by Your designated technical contacts via the support portal. The severity level of a service request is assigned based on inputs from You, and will be based on the following severity definitions:

5.3.1 Severity 1 (Critical Outage)

Your production use of the Oracle Cloud Services is stopped or so severely impacted that You cannot reasonably continue work. You experience a complete loss of service. The impacted operation is mission critical to the business and the situation is an emergency. A Severity 1 service request has one or more of the following characteristics:

- Data corrupted
- A critical documented function is not available

- Service hangs indefinitely, causing unacceptable or indefinite delays for resources or response
- Service crashes, and crashes repeatedly after restart attempts
- Security Incident with the potential to impact the confidentiality, integrity or availability of the service

Oracle will use reasonable efforts to respond to Severity 1 service requests within fifteen (15) minutes. Throughout the period during which Oracle is working to address a Severity 1 service request, You agree to make available Your technical contact 24x7. Oracle will work 24x7 until the Severity 1 service request is resolved, a reasonable work-around is put in place, an approved action plan is in place or the Customer's 24x7 contact is no longer available. You must provide Oracle with a technical contact during this 24x7 period to assist with data gathering, testing, and applying fixes. You are required to propose this severity classification with great care, so that valid Severity 1 situations obtain the necessary resource allocation from Oracle.

5.3.2 Severity 2 (Significant Impairment)

You experience a severe loss of service. Important features of the Oracle Cloud Services are unavailable with no acceptable workaround; however, operations can continue in a restricted fashion.

5.3.3 Severity 3 (Technical Issue)

You experience a minor loss of service. The impact is an inconvenience, which may require a workaround to restore functionality.

5.3.4 Severity 4 (General Guidance)

You request information, enhancement, or documentation clarification regarding the Oracle Cloud Services, but there is no impact on the operation of such service. You experience no loss of service.

5.4 Change to Service Request Severity Level

5.4.1 Initial Severity Level

At the time when the service request is created, Oracle will record an initial severity level of the service request based on the above severity definitions and/or Your inputs. Oracle's initial focus, upon creation of a service request, will be to resolve the issues underlying the service request. The severity level of a service request may be adjusted as described below.

5.4.2 Downgrade of Service Request Levels

As work on the underlying issue progresses, if the issue no longer warrants the severity level currently assigned based on its current impact on the operation of the applicable Oracle Cloud Service, then the severity level will be downgraded to the severity level that most appropriately reflects its current impact.

5.4.3 Upgrade of Service Request Levels

If, during the service request process, the issue warrants the assignment of a higher severity level than that currently assigned based on the current impact on the production operation of the applicable Oracle Cloud Service, then the severity level will be upgraded to the severity level that most appropriately reflects its current impact.

5.4.4 Adherence to Severity Level Definitions

You shall ensure that the assignment and adjustment of any severity level designation is accurate based on the current impact on the production operation of the applicable Oracle Cloud Service.

5.5 Service Request Escalation

For service requests that are escalated by You, the Oracle support analyst will engage the Oracle service request escalation manager who will be responsible for managing the escalation. The Oracle service request escalation manager will work with You to develop an action plan and allocate the appropriate Oracle resources. If the issue underlying the service request continues to remain unresolved, You may contact the Oracle service request escalation manager to review the service request and request that it be escalated to the next level within Oracle as required. To facilitate the resolution of an escalated service request, You are required to provide contacts within Your organization that are at the same level as that within Oracle to which the service request has been escalated.

6. ORACLE CLOUD SUSPENSION AND TERMINATION POLICY

6.1 Termination of Oracle Cloud Services

For a period of 60 days after the end of the Services Period for the Oracle Cloud Services or, if applicable, the 60 day period following Your termination of Cloud Services that You consume in a Pay as You Go model, following the end of their associated Services Period, Oracle will make available, via secure protocols and in a structured, machine-readable format, Your Content residing in the Oracle Cloud Services, or keep the service system accessible, for the purpose of data retrieval by You.

For free trials and pilots of Oracle Cloud Services, Oracle will make Your Content available for a period of 30 days following end of the trial or pilot. During this retrieval period, Oracle's Cloud Service Level Agreement does not apply and the service system may not be used for any production activities. Oracle has no obligation to retain Your Content after this retrieval period.

If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the support portal.

Data retrieval and any related assistance by Oracle is not applicable for Oracle Cloud Services that do not store Your Content. You are responsible for ensuring that if those Oracle Cloud Services are dependent on separate Oracle Cloud Services (such as Storage Cloud Service or Database Cloud Services) for the storage of data, those separate Oracle Cloud Services must have a valid duration through the end of the terminating Oracle Cloud Service to enable data retrieval, or for otherwise taking appropriate action to back up or otherwise store separately Your Content while the production Oracle Cloud Services is still active prior to the end of the Services Period.

Following expiry of the retrieval period, Oracle will delete Your Content from the Oracle Cloud Services (unless otherwise required by applicable law).

For Oracle Cloud at Customer Services, You must make available for retrieval by Oracle any Oracle Cloud at Customer Service-related hardware components (including the gateway equipment) provided by Oracle in good working order and the same condition as at the start of the Oracle Cloud at Customer Services subject to reasonable wear and tear for appropriate use.

7. USE OF SERVICES

You are responsible for ensuring that access and use of acquired Oracle Cloud Services, and the benefit received from such Cloud Services, is only by and for Users in countries in accordance with Oracle's Global Trade Compliance policy described at <https://www.oracle.com/corporate/security-practices/corporate/governance/global-trade-compliance.html>.

APPENDIX C TO PART 5
ORACLE CORPORATE SECURITY PRACTICES

Oracle Corporate Security Practice

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Oracle – Public

INTRODUCTION

Oracle's mission is to help people see data in new ways, discover insights and unlock endless possibilities. Oracle's security practices reflect the various ways Oracle engages with its customers:

- Oracle Corporate Security programs, policies and recommendations guide the IT teams managing Oracle's corporate network and systems as well as guiding the operational, cloud and services Lines of Business.
- In this document, "customer data" means any data stored in a customer's computer system (data accessed by or provided to Oracle while performing services for a customer) or data in a customer's cloud tenancy.
- Third parties provided access to customer data by Oracle ("subprocessors") are required to contractually commit to materially equivalent security practices.

Oracle continually works to strengthen and improve the security controls and practices for internal operations and services offered to customers. These practices are subject to change at Oracle's discretion.

Companies that Oracle acquires are required to align with these security practices as part of the integration process. This duration and outcome of each aspect of the integration process relies on the size, complexity, contractual commitments and regulatory requirements applicable to the acquired company's products, services, personnel and operations.

Oracle's Cloud, Support, and Services lines of business have developed statements of security practices that apply to the respective service offerings. These are published and incorporated into applicable orders.

The purpose of this paper is to summarize key Oracle's security practices and programs. This paper does not exhaustively describe all security practices and programs which may be applicable and relevant to individual Lines of Business, products or services.

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ORACLE CORPORATE SECURITY

Oracle's Corporate Security Programs are designed to protect both Oracle and customer data, such as:

- Mission-critical systems that customers rely upon for cloud, technical support and other services
- Oracle source code and other sensitive data against theft and malicious alteration
- Personal and other sensitive information that Oracle collects in the course of its business, including customer, partner, supplier and employee data residing in Oracle's internal IT systems

Oracle's security policies cover the management of security for both Oracle's internal operations and the services Oracle provides to its customers, and apply to all Oracle personnel, such as employees and contractors. These policies are generally aligned with the ISO/IEC 27002:2022 and ISO/IEC 27001:2022 standards and guide security within Oracle.

Reflecting the recommended practices in security standards issued by the International Organization for Standardization (ISO), the United States National Institute of Standards and Technology (NIST), and other industry sources, Oracle has implemented a wide variety of preventive, detective and corrective security controls with the objective of protecting information assets.

ORGANIZATIONAL SECURITY

Oracle's overarching Organizational Security is described in the Oracle security organization policy and the Oracle information security policy.

The Chief Corporate Architect is one of the directors of the Oracle Security Oversight Committee. The Chief Corporate Architect manages the Corporate Security departments which guide security at Oracle. These departments manage the corporate security programs, define corporate security policies, and provide global oversight for Oracle's security policies and requirements.

Oracle Security Oversight Committee

The Oracle Security Oversight Committee (OSOC) oversees the implementation of Oracle-wide security programs, including security policies and data privacy standards. The OSOC is chaired by Oracle's CEO, General Counsel, and Chief Corporate Architect.

Corporate Security Organizations

Global Information Security

Global Information Security (GIS) defines policies for the management of information security across Oracle. GIS provides direction and advice to help Lines of Business (LoBs) protect Oracle information assets (data), as well as the data entrusted to Oracle by our customers, partners and employees. GIS also coordinates the reporting of information security risk to senior leadership such as the Oracle Security Oversight Committee and Board of Directors. GIS programs direct and advise on the protection of data developed, accessed, used, maintained, and hosted by Oracle.

Global Product Security

The Global Product Security organization acts as a central resource to help Oracle development teams improve the security of Oracle products. Encompassing every phase of the product development lifecycle, Oracle Software Security Assurance is Oracle's methodology for building security into the design, build, testing, and maintenance of its products.

Under the leadership of Oracle's Chief Security Officer, Global Product Security promotes the use of Oracle Software Security Assurance standards throughout Oracle, acts as a central resource to help development teams improve the security of their products, and handles specialized security functions.

Global Physical Security

Global Physical Security is responsible for defining, developing, implementing, and managing physical security for the protection of Oracle's employees, facilities, business enterprise, and assets. Oracle's physical security standards and policies have been developed to generally align with several physical security industry initiatives, including the International Organization for Standardization (ISO), United States Customs Trade Partnership Against Terrorism (CTPAT), American

Institute of Certified Public Accountants (AICPA) Statement on Standards for Attestation Engagements (SSAE) No. 18, and the Payment Card Industry Security Standards Council. Physical security controls are described later in this document.

Corporate Security Architecture

The Oracle corporate security architect helps set internal information-security technical direction and guides Oracle's IT departments and lines of business towards deploying information security and identity management solutions that advance Oracle's information security goals. The corporate security architect works with Global Information Security and Global Product Security, and the Development Security Leads to develop, communicate and implement secure architectures.

Corporate Security Architecture (CSA) manages a variety of programs and leverages multiple methods of engaging with leadership and operational security teams responsible for Oracle operations, services, cloud and all other lines of business.

Global Trade Compliance

Oracle Global Trade Compliance (GTC) is responsible for import and export oversight, guidance and enforcement to enable worldwide trade compliant business processes across Oracle in order to uphold and protect Oracle's global trade privileges. GTC manages Oracle's global trade compliance portfolio and is responsible for global trade regulatory interpretation and coordination of policy advocacy, Global Brand Protection, Hardware Compliance Strategy and Market Access programs. Further, GTC reviews and resolves global trade compliance matters; serves as the clearinghouse for all global trade compliance information, including product classification, and is empowered to take actions necessary to ensure Oracle remains compliant with U.S. and applicable local Customs, import, and export laws, regulations and statutes.

Line of Business Security Organizations

Lines of Business (LoB) have security teams which oversee their products, systems and cloud services managed by that organization. LoBs are required to define technical standards in accordance with Oracle's information security policies, as well as drive compliance to Oracle policies and standards within their organization and cloud service teams. LoBs are also required to comply with Corporate Security program requirements and directions. This paper does not describe LoB's specific security organizations, standards, and programs.

Oracle Information Technology Organizations

Oracle information technology (IT) and cloud DevOps organizations are responsible for IT security strategy, architectural design of security solutions, engineering, risk management, security infrastructure operations and support, standards and compliance, threat intelligence and remediation and security technical assessment for new infrastructure.

Independent Review of Information Security

Oracle's Business Assessment & Audit is an independent global audit organization which performs global process and regional reviews. These reviews examine key business risk management protocols and compliance with Oracle policies, standards and select laws and regulations across Oracle's Lines of Business.

PRIVACY

The Oracle General Privacy Policy addresses information we collect in connection with your use of Oracle websites, mobile applications, and social media pages that link to the General Privacy Policy, your interactions with Oracle during in-person meetings at Oracle facilities or at Oracle events, and in the context of other online or offline sales and marketing activities.

The Services Privacy Policy describes our privacy and security practices that apply when handling (i) services personal information in order to perform Consulting, Technical Support, Cloud and other services on behalf of Oracle customers; and (ii) personal information contained in systems operation data generated by the interaction of (end -)users of these services with Oracle systems and networks. Oracle Advertising Privacy Policy (also referred to as the 'Privacy Policy' or the 'Oracle Data Cloud Privacy Policy') informs consumers on the collection, use, sharing, and selling (collectively referred to as 'processing') of your personal information in connection with Oracle's provision of Oracle Advertising services designed to help Oracle's customers' and partners' online and offline marketing activities ('Oracle Advertising'). This policy also explains your privacy rights in relation to these processing activities.

CUSTOMER DATA PROTECTION

Oracle's media sanitation and disposal policy defines requirements for removal of information from electronic storage media (sanitization) and disposal of information which is no longer required against unauthorized retrieval and data reconstruction. Electronic storage media include laptops, hard drives, storage devices and removable media.

ASSET CLASSIFICATION AND CONTROL

Responsibility, Inventory, and Ownership of Assets

Oracle's formal information protection policy provides guidelines for all Oracle information classification and minimum handling requirements for each classification.

Developing and maintaining accurate system inventory is a necessary element for effective general information systems management and operational security. Oracle's information systems asset inventory policy requires that Lines of Business (LoBs) maintain accurate and comprehensive inventories of information systems, hardware and software. This policy applies to all information assets held on any Oracle system, including both enterprise systems and cloud services.

Asset Classification and Control

Oracle categorizes information into four classes—Public, Internal, Restricted, and Highly Restricted—with each classification requiring corresponding levels of security controls, such as encryption requirements for non-Public data:

- "Public" information is not sensitive, and there is no need with it remaining confidential to Oracle.
- "Oracle Internal" information must remain confidential to Oracle.
- "Oracle Restricted" and "Oracle Highly Restricted" information must remain confidential to Oracle and access within Oracle must be restricted on a "need to know" basis, with additional handling requirements for "Oracle Highly Restricted" information.

Oracle has formal requirements for managing data retention. These operational policies define requirements per data type and category, including examples of records in various Oracle departments. Retention of customer data in cloud services is controlled by the customer and is subject to terms in their contract.

Customer data is classified under one of Oracle's top two categories of confidential information for the purpose of placing limits on access, distribution and handling of such data. Oracle keeps the information confidential in accordance with the terms of customer's order.

HUMAN RESOURCES SECURITY

Oracle places a strong emphasis on personnel security. The company maintains ongoing initiatives intended to help minimize risks associated with human error, theft, fraud and misuse of facilities, including personnel screening, confidentiality agreements, security awareness education and training, and enforcement of disciplinary actions.

Oracle maintains high standards for ethical business conduct at every level of the organization, and at every location where Oracle does business around the world. These apply to Oracle employees, contractors, and temporary employees, and cover legal and regulatory compliance and business conduct and relationships. Oracle requires its employees to receive training in ethics and business conduct every two years.

Employees who fail to comply with Oracle policies, procedures and guidelines may be subject to disciplinary action up to and including termination of employment.

Employee Screening

In the United States, Oracle currently uses an external screening agency to perform pre-employment background investigations for newly hired U.S. personnel. Personnel screening in other countries varies according to local laws, employment regulations and local Oracle policy.

Confidentiality Agreements

Oracle employees are required to maintain the confidentiality of customer data. Employees must sign a confidentiality agreement and comply with company policies concerning protection of confidential information as part of their initial terms of employment. Oracle obtains a written confidentiality agreement from each subcontractor before that subcontractor provides services.

Security Awareness Education and Training

Oracle promotes security awareness and educates employees through regular newsletters and security awareness campaigns. Each employee is required to complete information-protection awareness training upon hiring and every two years thereafter. The course instructs employees on their obligations under Oracle privacy and security policies. This course also covers privacy principles and data handling practices required by company policy.

PHYSICAL SECURITY

Oracle Global Physical Security is responsible for defining, developing, implementing, and managing all aspects of physical security for the protection of Oracle's employees, facilities, business enterprise, and assets.

Oracle currently has implemented the following protocols in Oracle facilities:

- Physical access to facilities is limited to Oracle employees, contractors, and authorized visitors.
- Oracle employees, subcontractors, and authorized visitors are issued identification cards that must be worn while on Oracle premises.
- Visitors are required to sign a visitor's register, be escorted and/or observed when they are on Oracle premises, and/or be bound by the terms of a confidentiality agreement with Oracle.
- Security monitors the possession of keys/access cards and the ability to access facilities. Staff leaving Oracle's employment must return keys/cards and key/cards are deactivated upon termination.
- Security authorizes all repairs and modifications to the physical security barriers or entry controls at service locations.
- Mixture of 24/7 onsite security officers or patrol officers, depending on the risk/protection level of the facility. In all cases officers are responsible for patrols, alarm response, and recording of physical security events.
- Centrally managed electronic access control systems with integrated intruder alarm capability and CCTV monitoring and recording. The access control system logs and CCTV recordings are retained for a period of 30-90 days as per Oracle's Record Retention Policy which are based on the facility's function, risk level and local laws.

OPERATIONS MANAGEMENT

Protection Against Malicious Code

Oracle policy requires the use of antivirus protection and firewall software on endpoint devices such as laptops, desktops and mobile devices. Additionally, all computers running a Windows operating system that hold Oracle data must have automated Microsoft security updates enabled. Security updates for all other devices and operating systems must be installed upon notification of their availability. Desktops and laptops that process Oracle or customer information must be encrypted using approved software. Reports enable lines of business management to verify deployment of laptop encryption for their organization.

Antivirus software must be scheduled to perform daily threat-definition updates and virus scans.

The Oracle information technology organization keeps antivirus products and Windows Server Update Services (WSUS) up to date with virus definitions and security updates. They are responsible for:

- notifying internal Oracle system users of both any credible virus threats and when security updates are available
- providing automation to manage and verify antivirus configuration

Employees are prohibited from altering, disabling or removing antivirus software and the security update service from any computer. Any Oracle employee who is discovered violating this standard may be subject to disciplinary action up to and including termination of employment.

Monitoring and Protection of Audit Log Information

Oracle logs certain security-related activities on operating systems, applications, databases and network devices. Systems are configured to log access to Oracle programs, as well as system alerts, console messages and system errors. Oracle implements controls designed to protect against operational problems, including log file media becoming exhausted, failing to record events and/or logs being overwritten.

Oracle reviews logs for security event investigation and forensic purposes. Identified anomalous activities feed into security event management processes. Access to security logs is provided on the basis of need-to-know and least privilege. Where available for cloud services, log files are protected by strong cryptography and other security controls, and access is monitored. Logs generated by internet-accessible systems are relocated to systems that are not internet-accessible.

Network Controls

Oracle has implemented and maintains strong network controls for the protection and control of both Oracle and customer data during its transmission. Oracle's network security policy establishes requirements for network management, network access and network device management, including authentication and authorization requirements for both physical devices and software-based systems. Unused network ports must be deactivated.

For administration of network security and network-management devices, Oracle requires IT personnel to use secure protocols with authentication, authorization and strong encryption. Network devices must be located in an environment protected with physical access controls and other physical security measures defined by Global Physical Security (GPS).

Communications to and from the Oracle corporate network must pass through network security devices at the border of Oracle's internal corporate network. Remote connections to the Oracle corporate network must exclusively use approved virtual private networks (VPNs). Corporate systems available outside the corporate network are protected by alternative security controls such as multifactor authentication.

Oracle's network security policy establishes formal requirements for the provision and use of wireless networks and connectivity to access the Oracle corporate network, including network segmentation requirements. Oracle IT manages wireless networks and monitors for unauthorized wireless networks.

Access to the Oracle corporate network by suppliers and third parties is subject to limitations and prior approval per Oracle's third-party network access policy.

ACCESS CONTROL

Access control refers to the policies, procedures and tools that govern access to and use of resources. Examples of resources include a physical server, file, application, data in a database and network device.

- Least privilege is a system-oriented approach in which user permissions and system functionality are carefully evaluated and access is restricted to the resources required for users or systems to perform their duties.
- Default-deny is a network-oriented configuration approach that implicitly denies the transmission of all traffic, and then specifically allows only required traffic based on protocol, port, source network address, and destination network address.

Oracle's logical access control policy is applicable to access control decisions for all Oracle employees and any information-processing facility for which Oracle has administrative authority. Logical access controls for applications and systems must provide identification, authentication, authorization, accountability and auditing functionality. This policy does not apply to customer end user accounts for Oracle cloud services.

User Access Management

Oracle user access is provisioned through an account provisioning system that is integrated with Oracle's Human Resources database. Access privileges are granted based on job roles and require management approval. Operations are organized into functional groups, where each function is performed by separate groups of employees. Examples of functional groups include developers, database administrators, system administrators, and network engineers.

Privilege Management

Authorization is dependent on successful authentication, since controlling access to specific resources depends upon establishing an entity or individual's identity. All Oracle authorization decisions for granting, approval and review of access are based on the following principles:

- Need to know: Does the user require this access for his job function?
- Segregation of duties: Will the access result in a conflict of interest?
- ☐ Least privilege: Is access restricted to only those resources and information required for a legitimate business purpose?

Password Management

The use of passwords is addressed in the Oracle password policy. Oracle has strong password policies (including length and complexity requirements) for the Oracle network, operating system, email, database and other accounts to reduce the chances of intruders gaining access to systems or environments through exploitation of user accounts and associated passwords. System-generated and assigned passwords are required to be changed immediately on receipt.

Employees must keep their passwords confidential and secured at all times and are prohibited from sharing their individual account passwords with anyone, whether verbally, in writing, or by any other means. Employees are not permitted to use any Oracle system or applications passwords for non-Oracle applications or systems.

Periodic Review of Access Rights

Oracle regularly reviews network and operating system accounts with regard to the appropriate employee access levels. In the event of employee terminations, deaths, or resignations, Oracle takes appropriate actions to promptly terminate network, telephony and physical access.

INFORMATION SYSTEMS DEVELOPMENT, AND MAINTENANCE

Technical Vulnerability Management

Oracle has formal practices designed to identify, analyze, and remediate the technical security vulnerabilities that may affect our enterprise systems and your Oracle Cloud environment.

The Oracle IT, security and development teams monitor relevant vendor and industry bulletins, including Oracle's own security advisories, to identify and assess relevant security patches. Additionally, Oracle requires that vulnerability scanning using automated scanning systems be frequently performed against the internal and externally facing systems it manages. Oracle also requires that penetration testing activities be performed periodically in production environments.

Oracle's strategic priority for the handling of discovered vulnerabilities in Oracle Cloud is to remediate these issues according to their severity and the potential impact. The Common Vulnerability Scoring System (CVSS) is one of the criteria used in assessing the relative severity of vulnerabilities and their potential impact. Oracle requires that identified security vulnerabilities be identified and tracked in a defect tracking system.

Oracle aims to complete all cloud remediation activities, including testing, implementation, and reboot (if required) within planned maintenance windows. Emergency maintenance will be performed as described in the Oracle Cloud Hosting and Delivery Policies and applicable Pillar documentation.

Oracle Software Security Assurance is Oracle's methodology for building security into the design, build, testing, and maintenance of its products, whether they are used on-premises by customers, or delivered through Oracle Cloud.

Customers and security researchers can report suspected security vulnerabilities: [How to Report Security Vulnerabilities to Oracle](#) or by submitting a [Service Request in their designated support system](#).

INFORMATION SECURITY INCIDENT RESPONSE

A security incident is a security event that Oracle, per its incident response process, has determined results in the actual or potential loss of confidentiality, integrity, or availability of Oracle managed assets (systems and data).

Oracle will respond to information security events when Oracle suspects unauthorized access to Oracle-managed assets.

Cloud customers are responsible for controlling user access and monitoring their cloud service tenancies via available tooling and logging.

Security Incident Policy and Operations

Oracle's Security Incident Management Policy defines requirements for reporting and responding to information security events and incidents. This policy authorizes the Oracle Global Information Security organization to provide overall direction for security event and incident preparation, detection, investigation, resolution and forensic evidence handling across Oracle's Lines of Business (LoB). This policy does not apply to availability issues (outages) or to physical security events.

Global Information Security further defines roles and responsibilities for the incident response teams within the LoBs. All LoBs must comply with Global Information Security guidance for managing information security events and implementing timely corrective actions.

Upon discovery of a security event, Oracle incident response plans support rapid and effective event triage, including investigation, response, remediation, recovery, and post-incident analysis. LoB incident response teams, as required by the Security Incident Management Policy, conduct post-event analysis to identify opportunities for reasonable measures which improve security posture and defense in depth. Formal procedures and systems are utilized within the LoBs to collect information and maintain a chain of custody for evidence during event investigation. Oracle can support legally admissible forensic data collection when necessary.

Notifications

If Oracle determines a security incident involving assets managed by Oracle has occurred, Oracle will promptly notify impacted customers or other third parties in accordance with its contractual and regulatory responsibilities as defined in the [Data Processing Agreement for Oracle Services](#). Information about malicious attempts, suspected incidents and incident history are not shared externally.

ORACLE SOFTWARE SECURITY ASSURANCE

Encompassing every phase of the product development lifecycle, Oracle Software Security Assurance (OSSA) is Oracle's methodology for building security into the design, build, testing and maintenance of its products, whether they are used on-premises by customers or delivered through Oracle cloud services.

Oracle's goal is to ensure that Oracle's products help customers meet their security requirements while providing for the most cost-effective ownership experience. Oracle Software Security Assurance is a set of industry-leading standards, technologies, and practices aimed at:

- **Fostering security innovations.** Oracle has a long tradition of security innovations. Today this legacy continues with solutions that help organizations implement and manage consistent security controls across the technical environments in which they operate, on-premises and in the cloud.
- **Reducing the incidence of security weaknesses in all Oracle products.** Oracle Software Security Assurance key programs include Oracle's Secure Coding Standards, mandatory security training for development, the cultivation of security leaders within development groups and the use of automated analysis and testing tools.
- **Reducing the impact of security weaknesses in released products on customers.** Oracle has adopted transparent security vulnerability disclosure and remediation policies. The company is committed to treating all customers equally and delivering the best possible security patching experience through the Critical Patch Update and Security Alert programs.

Coding Standards & Security Training

Developing secure software requires consistently applied methodologies across the organization; methodologies that conform to stated policies, objectives, and principles. Oracle's objective is to produce secure code. To that end, Oracle requires that all of development abide by secure coding principles that are documented and maintained to remain relevant. Developers must be familiar with these standards and apply them when designing and building Oracle products.

Oracle Secure Coding Standards and related guidance have evolved and expanded over time to encompass emerging technologies such as Artificial Intelligence and Machine Learning (AI/ML) and address the most common issues affecting Oracle code, new threats as they are discovered, and new customer use cases for Oracle technology.

All Oracle staff are required to take security training. Technical development staff, up to and including vice presidents, who are involved in building, maintaining, customizing or testing product code are required to take an OSSA awareness course.

Additionally, Oracle adapted its secure coding principles and created training material for use by its consulting and services organizations when they are engaged in producing code on behalf of customers.

Security Analysis & Testing

Oracle requires that security testing be performed for its on-premises and cloud products. Security testing of Oracle code includes both functional and non-functional activities for verification of product features and quality. Although these types of tests often target overlapping product features, they have orthogonal goals and are carried out by different teams. Functional and non-functional security tests complement each other to support comprehensive security testing coverage of Oracle products.

Functional security testing is typically executed by regular product Quality Assurance (QA) teams as part of normal product testing cycle. During this testing, QA engineers verify conformance of implemented security features to what had been previously agreed upon in the functional specifications during the architectural and checklist reviews process. Security assurance analysis and testing verify security qualities of Oracle products against various types of attacks. There are two broad categories of tests employed for testing Oracle products: static and dynamic analysis:

- Static security analysis of source code is the initial line of defense used during the product development cycle. Oracle uses a commercial static code analyzer as well as a variety of internally developed tools, to catch problems while code is being written.
- Dynamic analysis activity takes place during latter phases of product development: at the very least, the product or component should be able to run. Dynamic analysis is aimed at externally visible product interfaces and APIs, and frequently relies on specialized tools for testing. Both manual and automatic tools are used for testing at Oracle. Automatic tools employ fuzzing technique to test network-accessible product interfaces and protocols, while manual tools require making the modifications by hand.

Oracle will not provide customers sensitive security assurance artifacts (including but not limited to static code analysis reports). Oracle will not submit its product to third-party static code assessments. For more information, see MOS Article: General Instructions for Submitting Security Questionnaires to Oracle (Doc ID 2337651.1).

Security Fixing Policies

The Critical Patch Update (CPU) is the primary mechanism for the backport of security bug fixes for all Oracle on-premises products. Critical Patch Updates are available to customers with valid support contracts. Critical Patch Updates are released quarterly on the third Tuesday of January, April, July, and October. Oracle retains the ability to issue out of schedule patches or workaround instructions in case of particularly critical vulnerabilities and/or when active exploits are reported in the wild. This program is known as the Security Alert program.

Vulnerabilities are remediated by Oracle in order of the risk they pose to users. This process is designed to patch the security defects with the greatest associated risk first in the Critical Patch Update, resulting in optimizing the security posture of all Oracle customers.

A standardized CPU schedule helps organizations plan their security maintenance windows. The CPU schedule is designed to avoid typical blackout dates during which customers cannot typically alter their production environments.

As much as possible, Oracle tries to make Critical Patch Updates cumulative; that is, each Critical Patch Update contains the security fixes from all previous Critical Patch Updates. This provides customers the ability to catch up quickly to the current security release level, since the application of the latest cumulative CPU resolves all previously addressed vulnerabilities.

Applicability of Critical Patch Updates and Security Alerts to Oracle Cloud Environments

The Oracle Cloud operations and security teams regularly evaluate Oracle's Critical Patch Updates and Security Alerts as well as relevant third-party security updates as they become available and apply the relevant patches in accordance with applicable change management processes.

Source Code Protection

Oracle maintains strong security controls over its source code. Oracle's source-code protection policies provide limits on access to source code (enforcement of the need to know), requirements for independent code review, and periodic auditing of the company's source-code repositories.

Oracle Software Security Assurance policies and practices are designed to prevent the introduction of security vulnerabilities in Oracle-developed code. Additionally, Oracle maintains strong controls over the technical description of security vulnerabilities in Oracle code. Oracle's Security Vulnerability Information Protection Policy defines the classification and handling of information related to product security vulnerabilities and requires that information concerning security bugs be recorded in a tightly controlled database.

Oracle's policies prohibit the introduction of backdoors into its products. Backdoors are deliberately (and maliciously) introduced code intended to bypass the security controls of the application in which it is embedded. Backdoors do not include:

- Unintentional defects in software that could lead to a weakening of security controls (security bugs)
- Undocumented functionality designed to be generally inaccessible by customers but serves a valid business or technical purpose (diagnostics and troubleshooting utilities)

Oracle assesses third-party software and hardware to avoid the use of products:

- With known vulnerabilities

- Developed with poor security assurance
- That may potentially include backdoors or other malicious components

External Security Evaluations

Oracle submits certain products for external security evaluations. These evaluations involve rigorous testing by independently accredited organizations (“labs”) with further oversight and certification completed by government bodies. Independent verification helps provide additional assurance to Oracle customers with regards to the security posture of the validated products. Organizations in many industries have business and compliance requirements that imply the use of validated products. Such evaluations include Common Criteria and FIPS 140.

RESILIENCE MANAGEMENT

Oracle’s risk management resiliency policy defines requirements and standards for all Oracle Lines of Business (LOBs) plans for and response to business disruption events. It also specifies the functional roles and responsibilities required to create, maintain, test and evaluate business continuity capability for Oracle across lines of business and geographies. It authorizes a centralized Risk Management Resiliency Program (RMRP) Program Management Office (PMO) and defines the compliance oversight responsibilities for the program. The policy mandates an annual operational cycle for planning, evaluation, training, validation and executive approvals for critical business operations.

The Risk Management Resiliency Program (RMRP) objective is to establish a business-resiliency framework to help provide an efficient response to business interruption events affecting Oracle’s operations.

The RMRP approach is comprised of several subprograms: emergency response to unplanned and emergent events, crisis management of serious incidents, technology disaster recovery and business-continuity management. The goal of the program is to minimize negative impacts to Oracle and maintain critical business processes until regular operating conditions are restored.

Each of these subprograms is a uniquely diverse discipline. By consolidating emergency response, crisis management, business continuity and disaster recovery, they can become a robust collaborative and communicative system.

REVISION HISTORY

Version 3.3	04 Apr 2024	Updated introduction, information security incident response and Oracle Software Security Assurance sections
Version 3.2 controls	12 Sep 2023	Clarified physical security and technical vulnerability management
Version 3.1 the	20 Jan 2023	Expanded Oracle Software Security Assurance (OSSA) section and updated the order of sections.
Version 3.0	30 Sep 2022	Updates to all sections.
Version 2.1	20 May 2021	Clarified operational responsibilities for Incident Response.
Version 2.2	10 Sep 2021	Added wireless network management practices. Updated Operations Management, Incident Response, Technical Vulnerability Management and Access Control sections.
Version 2.3	22 Apr 2022	Clarified Global Information Security and Incident Response sections

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Oracle Corporate Security Practices
April, 2024

Part 6: Schedule 7- GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

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 Buyer at its absolute discretion.

1.1 The contact details of the Buyer's Data Protection Officer are provided in the applicable Order Form.

1.2 The contact details of the Supplier's Data Protection Officer are:

Oracle Corporation
Global Data Protection Officer
Willis Tower
233 South Wacker Drive
45th Floor
Chicago, IL 60606
U.S.A.

For personal information collected INSIDE the EU/EEA, written inquiries to the EU Data Protection Officer may be addressed to:

Robert Niedermeier
Hauptstraße 4
D-85579 Neubiberg / München
Germany
Email: mail@legislator.de

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Annex 2 - Joint Controller Agreement

Not applicable for Call-Off Terms

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• 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 behaviour and interest data. <p>The Supplier is Controller and the Buyer is Processor</p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none">• N/A (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">• N/A (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">• N/A (not applicable)
Duration of the Processing	For the duration of the applicable Contract

Nature and purposes of the Processing	<p>Nature:</p> <p>collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data</p> <p>Purposes:</p> <ul style="list-style-type: none"> • providing the Cloud Services in accordance with the applicable Agreement, Oracle Cloud DPA, Service Specifications, and order for Services, • complying with Buyer documented written instructions, and/or • complying with Supplier's regulatory obligations.
Type of Personal Data	<ul style="list-style-type: none"> • 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 behaviour and interest data.
Categories of Data Subject	<p>The Buyer representatives and end users, such as employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under</p>	<p>To the extent relevant in the provision of applicable Cloud Services provided by the Supplier under the Order Form, following termination of such Cloud Services, the Supplier will return or otherwise make available for retrieval Buyer Personal Data then available in Buyer Cloud Services environment, unless otherwise expressly stated in the Service Specifications. For Cloud Services for which no data retrieval functionality is provided by Supplier as part of the Cloud Services, the Buyer is advised to take appropriate action to back up or otherwise store separately any Personal Data while the production Cloud Services environment is still active prior to termination.</p>

<p>Union or Member State law to preserve that type of data</p>	<p>Following any applicable retrieval period, the Supplier will promptly delete all copies of Personal Data from the applicable Cloud Services environment, except as may be required by law. The Supplier's data deletion practices, as well as any applicable retention or archival practices, are described in more detail in the relevant Cloud Services Hosting and Delivery Policies set out in https://www.oracle.com/corporate/contracts/cloud-services/hosting-delivery-policies.html and other Service Specifications applicable to the Cloud Services.</p>
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Annex 2 - Joint Controller Agreement – Not applicable for Call-Off Terms