

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

Order Form

CALL-OFF REFERENCE: [Insert Buyer's contract reference number]

THE BUYER: [Insert Buyer's name]

BUYER ADDRESS [Insert business address]

THE SUPPLIER: Oracle Corporation UK Limited

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

REGISTRY: Companies House

REGISTRATION NUMBER: 01782505

APPLICABLE FRAMEWORK CONTRACT

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

The unique identifier (OCID) for this Framework is RM1557.15.

It's issued under the Framework with the reference number RM1557.15 for the provision of Professional Services.

CALL-OFF LOT(S):

Lot 3: RM1557.15.3

CALL-OFF INCORPORATED TERMS

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

1. This Order Form including the Call-Off Special Terms.
2. Joint Schedule 1 (*Definitions*) RM1557.15
3. Framework Special Terms
4. The Supplier Terms, subject to the provisions set out under the heading of "Applicability of Supplier Terms" in this Order Form.

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5. The following Schedules in equal order of precedence:
 - Joint Schedules for RM1557.15
 - Joint Schedule 2 (*Variation Form*)
 - Joint Schedule 3 (*Insurance Requirements*)
 - Joint Schedule 4 (*Commercially Sensitive Information*)
 - Joint Schedule 5 (*Sustainability*)
 - Joint Schedule 6 (*Key Subcontractors*)
 - Joint Schedule 7 (*Financial Difficulties*)
 - Joint Schedule 8 (*Guarantee*)
 - Joint Schedule 9 (*Rectification Plan*)
 - Joint Schedule 10 (*Processing Data*)
 - Call-Off Schedules for RM1557.15
 - Call-Off Schedule 1 (*Intellectual Property Rights*)
 - Call-Off Schedule 2 (*Staff Transfer*)
 - Call-Off Schedule 20 (*Call-Off Specification*)
 - Call-Off Schedule 27 (*Cyber Essentials Scheme*)
6. CCS General Terms for RM1557.15
7. Supplier Service Descriptions (if any), as long as any parts of the Supplier Service Descriptions that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above

APPLICABILITY OF SUPPLIER TERMS

Other than any Supplier Terms expressly set out under the heading of "Supplier Terms" in this Order Form, no Supplier or third party terms that may be provided or proposed by the Supplier will form part of the Call-Off Contract. That includes any such other terms that may be written on the back of, added to this Order Form, or presented at the time of delivery.

The Supplier Terms (if any) set out under the heading of "Supplier Terms" in this Order Form shall:

1. only be applicable to the Call-Off Contract to the extent that they directly relate to the permitted subject matter of the relevant Supplier Terms, as set out in the definitions of Supplier Acceptable Use Policy, Supplier Data Processing Agreement, Supplier Specific Shared Responsibility Model, Supplier SLA or Supplier Licence Terms (as applicable) in Joint Schedule 1 (*Definitions*); and
2. not be applicable to the Call-Off Contract (and shall be deemed to be ineffective) to the extent that they include:
 - a. any Additional Third Party Terms and/or Inapplicable Additional Terms;
 - b. any indemnities (or clauses of a similar nature to indemnities); and/or
 - c. any provisions which would have any material impact on:
 - i. the potential liability of either Party under the Call-Off Contract; and/or
 - ii. the balance of risks under the Call-Off Contract from the Buyer's perspective (including the creation of new or increased potential liabilities, new or materially different operational responsibilities for the Buyer and/or any Buyer Users and/or new or increased constraints on the Buyer's rights of termination),

in each case when compared to the other terms of the Call-Off Contract (i.e. other than the Supplier Terms) as listed under the heading of "Call-Off Incorporated Terms" in this Order Form.

SUPPLIER TERMS

The Supplier Terms (if any) applicable to this Call-Off Contract are as listed below.

Supplier Standard Terms

1. The Supplier Acceptable Use Policy listed below:

The Buyer may not, and may not cause or permit others to: (i) 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; (ii) perform or disclose any benchmarking or availability testing of the Services; (iii) perform or disclose any performance or vulnerability testing of the Services without the Supplier'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 (iv) use the Services to perform cyber currency or crypto currency mining ((i) through (iv) collectively, the "**Acceptable Use Policy**").

2. The Supplier Data Processing Agreement listed below:

The version of the Data Processing Agreement applicable to this Call-Off Contract: (i) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference; and (ii) will remain in force during the Call-Off Contract Period.

3. The Supplier Specific Shared Responsibility Model listed below:

The Supplier shall deliver the Services in accordance with: (i) the Oracle Professional Services Delivery Policies ("**Policies**") available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>; and (ii) the Service Specifications.

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

Supplier Service Specific Terms

1. The Supplier SLA listed below:

There is no applicable Supplier SLA for this Order Form. Call-Off Schedule 14 (Performance Levels) does not apply to Oracle Professional Services. No Key Performance Indicators and Service Credits are applicable to the Oracle Professional Services provided under the Framework Contract.

2. The Supplier Licence Terms listed below:

The Supplier Licence Terms shall be comprised of: (i) the Supplier Licence Terms attached to this Order Form; and (ii) the terms set out in Call-Off Schedule 20 (Call-Off Specification).

CALL-OFF SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1

Framework Ref: RM1557.15
Project Version: v1.1
Model Version: v1.0 PA

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Notwithstanding any other provision of this Call-Off Contract, if there is a conflict between the Supplier Terms and any other term of this Call-Off Contract (including without limitation the Framework Special Terms), the Supplier Terms shall take precedence and the section titled 'Applicability of Supplier Terms' in this Order Form shall not apply.

CALL-OFF START DATE:

[Insert Day Month Year]

CALL-OFF EXPIRY DATE:

[Insert Day Month Year]

CALL-OFF INITIAL PERIOD:

[Insert Years, Months]

**CALL-OFF OPTIONAL
EXTENSION PERIOD:**

[Insert Years, Months]

CALL-OFF DELIVERABLES

Subject to Part A of Call-Off Schedule 20 (Call-Off Specification), Call-Off Deliverables are as detailed in Part B and Part C of Call-Off Schedule 20 (Call-Off Specification) in accordance with the Supplier Licence Terms.

All Services listed on this Order Form are provided by the Supplier under, and subject to, the Supplier Licence Terms and all Oracle documents referenced in those Supplier Licence Terms.

For Call-Off Contracts under Lot 3, any proposed Service Modifications or proposed modifications to Supplier Service Specific Terms pursuant to Clauses 2.16 and/or 2.17 of the General Terms (those Clauses 2.16 and 2.17 having been inserted in the General Terms pursuant to Framework Special Term 15 as set out in the Framework Award Form) can be notified by the Supplier and dealt with solely in accordance with section 1.2 of the Supplier Licence Terms in this Call-Off Contract.

The Supplier shall provide notice of any proposed Service Modifications or proposed modifications to Supplier Service Specific Terms solely in accordance with section 1.2 of the Supplier Licence Terms in this Call-Off Contract.

SERVICE REQUEST PROCESS

The Buyer can provision and manage its Services in conjunction with the Supplier's Contract Manager (or other representative of the Supplier as notified by the Supplier to the Buyer) allocated to this Call-Off Contract by the Supplier.

ANTICIPATED CONTRACT VALUE

[Insert anticipated total value of the Contract]

CALL-OFF CHARGES

[DELETE ONE TABLE AS APPLICABLE:]

[Use the below table for Consulting-only orders (please add or deleted rows as needed).]

Consulting Services	Reference	Fees (£)	Estimated Expenses (£)	Total Fees and Estimated Expenses (£)
[e.g., Time and Materials Services]	Exhibit [insert] to Schedule 20			

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[e.g., Fixed Price Services]	Exhibit [insert] to Schedule 20			
Total Fees and Estimated Expenses (£)				

[Use the below table for CSS and/or Managed Services orders (with or without Consulting) (please add or delete rows as needed). Note that the content in blue is for example purposes only; replace with actual services ordered.]

Services Ordered	Reference	Fees (£)	Estimated Expenses (£)
Annual Services – A. Solution Support Center A.1 Supplemental Resources A.1.a TAM1 25 days ASE 50 days	Exhibit [insert] to Schedule 20		
Fixed Scope Services – A. Standard Software Installation and Configuration A.1 Supplemental Resources. a. TAM1 25 days b. ASE 50 days B. etc. {Use for CSS FSS; see below for Consulting}	Exhibit [insert] to Schedule 20		
Time and Materials Services – {Use for CSS T&M; see below for Consulting}	Exhibit [insert] to Schedule 20		
Managed Services – Exhibit [insert] to Schedule 20 A. Managed Enterprise Application Cloud B. Custom Managed Services	Exhibit [insert] to Schedule 20		
Time and Materials Services – {Use for Consulting T&M; see above for CSS}	Exhibit [insert] to Schedule 20		
Fixed Price Services – {Use for Consulting FP; see above for CSS}	Exhibit [insert] to Schedule 20		
Total Fees and Estimated Expenses (£)			

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

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

MINIMUM COMMITMENT(S)

[For fixed fee only: The Buyer may not reduce the quantity of Services purchased hereunder, in whole or in part, during the Services Period set forth below in Part B (Deliverables) to Call-Off Schedule 20 (Call-Off Specification). Section 11.13 of the Supplier Licence Terms sets out the Buyer's liability in the event of termination of this Call-Off Contract by the Buyer pursuant to Clause 13.2.2 of the General Terms.]

CURRENCY CONVERSION MECHANISM (IF APPLICABLE)

N/A

INDEXATION

N/A

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

1. Payment Terms

- a. Net thirty (30) days from invoice date.
- b. The Buyer's order cannot be cancelled and the Buyer's payment of the sums is non-refundable. The Supplier will issue an invoice to the Buyer upon receipt of a purchase order or a form of payment acceptable to the Supplier.
- c. The Buyer may only retain or set off any amount owed to it by the Supplier against any amount due to the Supplier under this Call-Off Contract. The Buyer's right to retain or set-off amounts owed to it shall only apply where the Supplier has agreed that the amount is owed or the Buyer have a binding court judgment to that effect. Otherwise, fees payable shall be paid in full and all other rights of set-off whether at common law or otherwise in favour of the Buyer are excluded.

2. Payment Frequency

- a. Fees for any time and materials engagements are estimated fees, as detailed in the referenced time and materials services.

BUYER'S INVOICE ADDRESS:

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

BUYER'S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

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INTELLECTUAL PROPERTY RIGHTS

In accordance with Clause 10.4 of the General Terms, the IPR Option that is applicable to this Call-Off Contract is set out in the Framework Award Form.

Notwithstanding any other provision of this Call-Off Contract, the intellectual property rights applicable to this Call-Off Contract are set out in section 2 of the Supplier Licence Terms attached to this Order Form.

MAXIMUM LIABILITY

Subject to sections 3, 4 and 5 of the Supplier Licence Terms, the limitation of liability for this Call-Off Contract is stated in Clause 14.2 of the General Terms (as that Clause 14.2 has been amended pursuant to Framework Special Term 12 as set out in the Framework Award Form), except that under Clause 14.2(a) of the General Terms, the £500,000 alternative cap on liability under Lot 3 shall not apply as set out at section 4.2 of the Supplier Licence Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]**

BUYER'S ENVIRONMENTAL POLICY

See Clause 33 of the General Terms

ADDITIONAL INSURANCES

N/A

COMMERCIALLY SENSITIVE INFORMATION

No.	Date	Item(s)	Duration of Confidentiality
1	Any	Pricing (except to the extent that this has to be disclosed in the OJEU contract award notice or to comply with the UK governments' transparency agendas) especially the way in which the Supplier has arrived at the aggregate contract price, any information revealing the different constituent elements of the aggregate contract price, day rates. Information relating to the Supplier's costs. Information as to the proposed level of discounts offered.	Contract term + 5 years
2	Any	The Supplier's (or any member of the Supplier's group's) intellectual property. All information that is not in the public domain relating to the Supplier's (or any member of the Supplier's group's) intellectual property rights, solution design and methodologies including all templates, method statements, workshop agendas, detailed implementation plans and resourcing profiles. Any product or service roadmaps relating to potential future developments.	Indefinitely
3	Any	Information relating to product or service performance or vulnerabilities including security vulnerabilities. Any test results.	Indefinitely

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4	Any	Information not in the public domain relating to the Supplier group's business or investment/ divestment plans, financial standing.	Indefinitely
5	Any	Information not in the public domain relating to any litigation or disputes that the Supplier group is a party to.	Indefinitely
6	Any	Details of the Supplier's suppliers, partners and sub-contractors and technology used to provide the Services (including without limitation role descriptions and all other information relating to Key Subcontractors).	Indefinitely
7	Any	Personal data relating to the Supplier's members of staff and anybody else working on the contract. Terms and conditions of employees.	Indefinitely
8	Any	Details of the Supplier's insurance arrangements.	Indefinitely

ADDITIONAL KEY SUBCONTRACTOR(S)

N/A

ADDITIONAL AUTHORISED SUBPROCESSORS (Lot 1a/Lot 1b only)

N/A

GUARANTEE

N/A

ICT POLICY (IF APPLICABLE)

N/A

PRODUCT ROADMAP (IF APPLICABLE)

N/A

QUALITY PLANS

N/A

MAINTENANCE OF THE ICT ENVIRONMENT

N/A

KEY STAFF AND KEY ROLES

N/A

BUYER'S SECURITY REQUIREMENTS AND ICT POLICY SECURITY REQUIREMENTS (IF APPLICABLE)

N/A

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STAFF VETTING REQUIREMENTS (ALL LOTS OTHER THAN LOT 1B)

Details of staff vetting undertaken by the Supplier are set out in Appendix 1 of the Supplier Licence Terms attached to this Order Form.

SECURITY ASPECTS LETTER (LOT 1A AND LOT 1B ONLY)

N/A

CYBER ESSENTIALS CERTIFICATION

Cyber Essentials Scheme Certificate

SPECIFIC EXIT MANAGEMENT ASSISTANCE (LOT 1A AND LOT 1B ONLY)

N/A

VIRTUAL LIBRARY

N/A

SERVICE CREDITS

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

SUPPLIER'S CONTRACT MANAGER

[Insert name]

[Insert role]

[Insert email address]

[Insert address]

SOCIAL VALUE COMMITMENT

N/A

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

Joint Schedule 10 (Processing Data)

1. Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (*Definitions*):

“Joint Control”	where two (2) or more Controllers jointly determine the purposes and means of Processing;
“Joint Controllers”	has the meaning given in Article 26 of the UK GDPR, or EU GDPR, as the context requires; and
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract.

2. Status of the Controller

2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- 2.1.1 “Controller” in respect of the other Party who is “Processor”;
- 2.1.2 “Processor” in respect of the other Party who is “Controller”;
- 2.1.3 “Joint Controller” with the other Party;
- 2.1.4 “Independent Controller” of the Personal Data where the other Party is also “Controller”,

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

3. Where one Party is Controller and the other Party its Processor

3.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller or further provided in writing by the Controller and may not be determined by the Processor.

3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.

3.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:

- 3.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
- 3.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
- 3.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
- 3.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data; and
- 3.3.5 providing assurance that the measures referred to in Paragraph 3.3.4 comply with the Security Requirements (if any).

3.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:

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- 3.4.1 process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) or as further provided in writing by the Controller, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- 3.4.2 ensure that it has in place Protective Measures including in the case of the Supplier the measures set out in this Joint Schedule 10 (*Processing Data*), Clause 17.3 of the General Terms and the Security Requirements (if any), which the Controller may reasonably reject (including, where applicable in accordance with its rights of rejection under those provisions) but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures.
- 3.4.3 ensure that:
 - (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*)) and the Controller's further written instructions;
 - (b) it uses best endeavours to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are subject to any staff vetting required by this Contract, including the Security Requirements (if any);
 - (ii) are aware of and comply with the Processor's duties under this Joint Schedule 10, the Security Requirements (if any) and Clauses 17 (*Data protection*), 18 (*What you must keep confidential*) and 19 (*When you can share information*) of the General Terms;
 - (iii) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
 - (iv) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
 - (v) have undergone adequate training in the use, care, protection and handling of Personal Data (including any training required by the Security Requirements (if any));
- 3.4.4 not transfer Personal Data outside of the UK and/or the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (a) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR (or section 74 of the DPA 2018) and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:
 - (i) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable

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Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

- (ii) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 3.4.4(a); and
- (iii) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):
 - (A) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 3.4.4(a);
 - (B) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 3.4.4(a); and/or
 - (C) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 3.4.4(a)(ii) above,

the Buyer shall have the right to terminate this Contract with immediate effect; or

- (b) the Controller and/or the Processor have provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 of the DPA 2018) and/or Article 46 of the EU GDPR (where applicable) as determined by the Controller which could include relevant parties entering into:
 - (i) where the transfer is subject to UK GDPR;
 - (A) the International Data Transfer Agreement ("issued by the Information Commissioner under s119A(1) of the DPA 2018 (the **"IDTA"**)); or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time ("**EU SCCs**") together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the **"Addendum"**), as published by the Information Commissioner's Office from time to time under section 119A(1) of the DPA 2018; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures being determined by the Controller being implemented by the importing party;
- (c) the Data Subject has enforceable rights and effective legal remedies;

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- (d) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (e) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
 - 3.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.
- 3.5 Subject to Paragraph 3.6 of this Joint Schedule 10, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
 - 3.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 3.5.2 receives a request to rectify, block or erase any Personal Data;
 - 3.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 3.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - 3.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 3.5.6 becomes aware of a Data Loss Event.
- 3.6 The Processor's obligation to notify under Paragraph 3.5 of this Joint Schedule 10 shall include the provision of further information to the Controller, as details become available.
- 3.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Paragraph 3.5 of this Joint Schedule 10 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
 - 3.7.1 the Controller with full details and copies of the complaint, communication or request;
 - 3.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 3.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 3.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
 - 3.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office or any other regulatory authority, or any consultation by the Controller with the Information Commissioner's Office or any other regulatory authority.
- 3.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 10. This requirement does not apply where the Processor employs fewer than two hundred and fifty (250) staff, unless:
 - 3.8.1 the Controller determines that the Processing is not occasional;
 - 3.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or

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- 3.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 3.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 3.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 3.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
 - 3.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
 - 3.11.2 obtain the written consent of the Controller;
 - 3.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule 10 such that they apply to the Subprocessor; and
 - 3.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 3.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 3.13 The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 3.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office, any relevant Central Government Body and/or any other regulatory authority. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office, relevant Central Government Body and/or any other regulatory authority.

The terms set out in Paragraphs 3.15 to 3.21 below apply only to Contracts entered into under Lot 1a (*Infrastructure as a Service (IaaS)* and *Platform as a Service (PaaS)*) and Lot 1b (*Infrastructure as a Service (IaaS)* and *Platform as a Service (PaaS)*) above OFFICIAL

- 3.15 The Supplier warrants that the Subprocessors as at the Framework Start Date shall be those set out in the Supplier's Register of Key Subcontractors and Subprocessors as at that date. Throughout the Framework Contract Period and for the duration of all Call-Off Contracts the Supplier shall notify promptly CCS in writing of any additional or replacement Subprocessors appointed after the Framework Start Date in accordance with the provisions of Paragraph 3.17.
- 3.16 The Supplier shall maintain at all times throughout the Framework Contract Period an accurate, complete and up to date list of all Subprocessors used in the provision of the Services (the "**Supplier Register of Subprocessors**"), such list to contain as a minimum:
 - 3.16.1 the trading name of each Subprocessor and their respective registered company name, if different;
 - 3.16.2 a brief description of each Subprocessor's role in the provision of the Services;
 - 3.16.3 whether each Key Subcontractor should reasonably be categorised as a Subprocessor under Data Protection Legislation; and
 - 3.16.4 details of any third party which is not a Key Subcontractor but which should reasonably be categorised as a Subprocessor under Data Protection Legislation.
- 3.17 The Supplier shall give promptly notify CCS in writing of any additional or replacement Subprocessors appointed during the Framework Contract Period. Subject to Paragraph 3.18, it will not be necessary for the Supplier to obtain the prior consent of CCS to any additional or replacement Subprocessors. The Parties acknowledge and agree that such additional or replacement Subprocessors shall only apply to future Call-Off Contracts and not those already entered into between various Buyers and the Supplier.

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- 3.18 If any proposed additional or replacement Subprocessor is an excluded or excludable supplier within the meaning of the Procurement Act 2023 and any associated Regulations, the proposed Subprocessor will only be approved for the purposes of Paragraph 3.11 of this Schedule if CCS gives its prior written consent.
- 3.19 The Supplier Register of Subprocessors is the Supplier's Confidential Information. For the avoidance of doubt, the Confidential Information that CCS may disclose under Clause 18.4 of the General Terms, including to Buyers or potential Buyer, shall include the Supplier Register of Key Subcontractors.
- 3.20 The relevant Controller provides general written consent to the Processor to engage those Subprocessors (including relevant details of such Subprocessor's processing of Personal Data) as recorded in the Supplier's Register of Subprocessors as at the Framework Start Date, provided that before allowing any Subprocessor to Process any Personal Data related to any Contract, the Processor must:
- 3.20.1 enter into a written agreement with the Subprocessor which gives effect to the terms set out in Paragraphs 3.1 to 3.14 of this Schedule such that they apply to the Subprocessor; and
 - 3.20.2 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 3.21 Where the Supplier intends to appoint a Subprocessor under a Call-Off Contract and that Subprocessor is not identified as a Subprocessor in the Supplier Register of Subprocessors or in the relevant Order Form, the Supplier shall provide not less than 30 (thirty) days' prior written notice via email to the Buyer Authorised Representative. Where the Buyer reasonably believes such proposed Subprocessor has, or is likely to have a materially adverse impact on:
- 3.21.1 the Buyer's use and enjoyment of the Services under the Contract;
 - 3.21.2 the commercial benefits of the Contract to the Buyer (including in relation to pricing and performance of the Services); and/or
 - 3.21.3 the balance of risks under the Contract from the Buyer's perspective (including the creation of new or increased potential liabilities and/or new or materially different operational responsibilities for the Buyer and/or any Buyer Users),
- the Buyer may, acting reasonably, object to such proposed appointment by notifying the Supplier in writing within 30 (thirty) days' of the Buyer's receipt of the Supplier's email notice of proposed appointment. If the Parties (acting reasonably) are unable within the next 10 (ten) days to resolve the Buyer's objection to its reasonable satisfaction the Buyer may terminate this Contract with immediate effect and without any liability (including, for the avoidance of doubt, pursuant to Clause 4.12 of the General Terms (that Clause 4.12 having been inserted in the General Terms pursuant to Framework Special Term 6 as set out in the Framework Award Form)) by giving notice in writing to the Supplier.

4. Where the Parties are Joint Controllers of Personal Data

In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement Paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 2 (Joint Controllers Agreement) to this Joint Schedule 10.

5. Independent Controllers of Personal Data

- 5.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 5.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
- 5.3 Where a Party has provided Personal Data to the other Party in accordance with Paragraph 5.2 of this Joint Schedule 10 above, the recipient of the Personal Data will

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provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.

5.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.

5.5 The Parties shall only provide Personal Data to each other:

5.5.1 to the extent necessary to perform their respective obligations under the Contract;

5.5.2 in compliance with the Data Protection Legislation (including by ensuring all required fair processing information has been given to affected Data Subjects:

(a) where the provision of Personal Data from one Party to another involves transfer of such data to outside the UK and/or the EEA, if the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:

(i) the destination country (and if applicable the entity receiving the Personal Data) has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74A and/or Article 45 of the EU GDPR (where applicable), provided that if the destination country of a transfer is the United States:

(A) the Supplier shall ensure that prior to the transfer of any Personal Data to the United States relying on this adequacy (including to any United States-based Subcontractors and/or Subprocessors), the Supplier (and/or the applicable Subcontractor and/or Subprocessor) must be self-certified and continue to be self-certified on the US Data Privacy Framework;

(B) the Supplier shall notify the Buyer immediately if there are any, or there are reasonable grounds to believe there may be any, changes in respect of their and/or their Subcontractor's or Subprocessor's position on the US Data Privacy Framework (for example if that entity ceases to be certified or is at risk of being so, or there is a strong likelihood of a competent court finding the US Data Privacy Framework unlawful), and the Supplier must then take all appropriate steps to remedy the certification and/or put in place alternative data transfer mechanisms in compliance with this Paragraph 5.5.2(a)(i); and

(C) in the event that the Supplier (and/or the applicable Subcontractor or Subprocessor):

(1) ceases to be certified on the US Data Privacy Framework and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 5.5.2(a)(i);

(2) the US Data Privacy Framework is no longer available and the Supplier does not put in place the alternative data transfer mechanisms required for compliance with this Paragraph 5.5.2(a)(i); and/or

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- (3) fails to notify the Buyer of any changes to its certification status in accordance with Paragraph 5.5.2(a)(i)(B) above,
the Buyer shall have the right to terminate this Contract with immediate effect; or
- (b) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75 and/or Article 46 of the EU GDPR (where applicable)) as determined by the non-transferring Party which could include:
 - (i) where the transfer is subject to UK GDPR:
 - (A) the International Data Transfer Agreement (the "**IDTA**") as published by the Information Commissioner's Office or such updated version of such IDTA as is published by the Information Commissioner's Office under section 119A(1) of the DPA 2018 from time to time; or
 - (B) the European Commission's Standard Contractual Clauses per decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time (the "**EU SCCs**"), together with the UK International Data Transfer Agreement Addendum to the EU SCCs (the "**Addendum**") as published by the Information Commissioner's Office from time to time; and/or
 - (ii) where the transfer is subject to EU GDPR, the EU SCCs, as well as any additional measures determined by the Controller being implemented by the importing party;
- (c) the Data Subject has enforceable rights and effective legal remedies;
- (d) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- (e) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and

4.5.4 where it has recorded it in Annex 1 (*Processing Personal Data*).

- 5.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
- 5.7 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
- 5.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("**Request Recipient**"):

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- 5.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
- 5.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
 - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
 - (b) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 5.9 Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:
 - 5.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
 - 5.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
 - 5.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office or any other regulatory authority and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
 - 5.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 5.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 5.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 5.12 Notwithstanding the general application of Paragraphs 3.1 to 3.14 of this Joint Schedule 10 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with Paragraphs 5.2 to 5.12 of this Joint Schedule 10.

Annex 1 - Processing Personal Data

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

Processing details for the Framework Contract

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: gdprgeneralenquiries@crownccommercial.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are as detailed in the Supplier Privacy Policy at <https://www.oracle.com/legal/privacy/>.
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller and Processor for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor Not Applicable The Supplier is Controller and the Relevant Authority is Processor Not Applicable The Parties are Joint Controllers Not Applicable The Parties are Independent Controllers of Personal Data The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Relevant Authority and the Supplier are Independent Controllers of the following Personal Data: • Any Personal Data for effective communication between CCS and the Supplier. • Any Personal Data for maintaining full and accurate records of the Framework Contract.
Subject matter of the Processing	Not Applicable
Duration of the Processing	Not Applicable
Nature and purposes of the Processing	Not Applicable
Type of Personal Data	Not Applicable
Categories of Data Subject	Not Applicable

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Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Not Applicable
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	Not Applicable
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under the Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with any Security Requirements)	Not Applicable

Processing details for the Call-Off Contract

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

Description	Details
Identity of Controller and Processor for each Category of Personal Data	The Relevant Authority is Controller and the Supplier is Processor The Parties acknowledge that in accordance with Paragraph 2 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data: <i>Personal Information that Supplier processes on the Relevant Authority's behalf for the provision of the services.</i> The Supplier is Controller and the Relevant Authority is Processor

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	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with Paragraph 2 of the following Personal Data: • <i>Not applicable</i> The Parties are Joint Controllers The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of: • <i>Not applicable</i> The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.</i>
Subject matter of the Processing	Supplier may Process Personal Information as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.
Duration of the Processing	Supplier may Process Personal Information during the term of the Call-Off Contract and to perform its obligations relating to the return or deletion of such Personal Information, unless otherwise required by applicable law.
Nature and purposes of the Processing	Supplier may Process Personal Information as necessary to perform the Services, including where applicable for hosting and storage; backup and disaster recovery; service change management; issue resolution; applying new product or system versions, patches, updates and upgrades; monitoring and testing system use and performance; IT security purposes including incident management; maintenance and performance of technical support systems and IT infrastructure; and migration, implementation, configuration and performance testing.
Type of Personal Data	In order to perform the Services and depending on the Services the Relevant Authority has ordered, Supplier may Process some or all of the following categories of Personal Information: personal contact information such as name, home address, home telephone or mobile number, fax number, email address, and passwords; information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, and business contact details; financial details; goods and services provided; unique IDs collected from mobile devices, network carriers or data providers; IP addresses and online behavior and interest data.
Categories of Data Subject	Categories of Data Subjects whose Personal Information may be Processed in order to perform the Services may include, among others, Relevant Authority's representatives and end users, such as Relevant Authority's employees, job applicants, contractors, collaborators, partners, suppliers, customers and clients.

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Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	Following any applicable retrieval period, the Supplier will promptly return, including by providing available data retrieval functionality, or delete any remaining copies of Personal Information on Supplier systems or Services environments, except as otherwise stated in the Supplier's Service Specifications or elsewhere in the agreement.
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract and international transfers and legal gateway	In accordance with the Supplier Data Processing Agreement at: https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under the Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event (noting that any Protective Measures are to be in accordance with any Security Requirements)	The Supplier has Cyber Essentials Basic in respect of Lot 3 as a minimum baseline security control for the Call-Off Contract.

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Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables and Supplier Service Descriptions that apply specifically to certain types of Oracle Professional Services which may be different than, or in addition to, the term in the Supplier Licence Terms and that the Supplier will be required to make to the Buyers under this Call-Off Contract. References in Schedule to “Oracle” “we”, “us”, or “our” are references to Oracle Corporation UK Limited and references to “You” or “Your” are to the Buyer identified in the Order Form. Any capitalised terms not defined below in this schedule shall have the meaning ascribed to them in the Supplier Licence Terms.

A. ADDITIONAL SUPPLIER LICENCE TERMS

1. The provision of the ordered Services as set out in Part B are subject to the terms in the attached Exhibit(s) referred to in Part C to this Schedule, which are incorporated herein by reference.

2. [INSERT ADDITIONAL APPROVED DEAL SPECIFIC TERMS ACCORDINGLY]

B. SERVICES

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

[DELETE ONE TABLE AS APPLICABLE:]

[Use the below table for Consulting-only orders (please add or deleted rows as needed).]

<u>Consulting Services</u>	<u>Reference</u>	<u>Fees (£)</u>	<u>Estimated Expenses (£)</u>	<u>Total Fees and Estimated Expenses (£)</u>
<u>[e.g., Time and Materials Services]</u>	<u>Exhibit [insert] to Schedule 20</u>			
<u>[e.g., Fixed Price Services]</u>	<u>Exhibit [insert] to Schedule 20</u>			
<u>Total Fees and Estimated Expenses (£)</u>				

[Use the below table for CCS and/or Managed Services order (with or without Consulting) (please add or delete as needed). Note that the content in blue is for example purposes only; replace with actual services ordered. “N/A” may be changed if appropriate (e.g. Consulting FP includes a term).]

<u>Services Ordered</u>	<u>Part Number</u>	<u>Quantity</u>	<u>Term (months)</u>	<u>Start Month*</u>	<u>End Month*</u>	<u>Fees (£)</u>	<u>Estimated Expenses (£)</u>
<u>Annual Services – Exhibit [insert] to Schedule 20</u>							
<u>1. Solution Support Center</u>							
<u>1.1 Supplemental Resources</u>							

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<u>1.1.1 TAM1 25 days</u> <u>ASE 50 days</u>							
<u>Fixed Scope Services</u> <u>– Exhibit [insert] to</u> <u>Schedule 20</u> <u>1. Standard</u> <u>Software</u> <u>Installation and</u> <u>Configuration</u> <u>1.1 Supplemental</u> <u>Resources.</u> <u>1. TAM1 25 days</u> <u>2. ASE 50 days</u> <u>B. etc.</u> {Use for CSS ESS; see below for Consulting}							
<u>Time and Materials</u> <u>Services – Exhibit</u> <u>[insert] to Schedule</u> <u>20</u> {Use for CSS T&M; see below for Consulting}	<u>N/A</u>	<u>N/A</u>					
<u>Managed Services –</u> <u>Exhibit [insert] to</u> <u>Schedule 20</u> <u>A. Managed</u> <u>Enterprise</u> <u>Application Cloud</u> <u>B. Custom Managed</u> <u>Services</u>							
<u>Time and Materials</u> <u>Services – Exhibit</u> <u>[insert] to Schedule</u> <u>20</u> {Use for Consulting T&M; see above for CSS}	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		
<u>Fixed Price Services –</u> <u>Exhibit [insert] to</u> <u>Schedule 20 {Use for</u> <u>Consulting FP; see</u> <u>above for</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>	<u>N/A</u>		

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<u>CSSJ</u>							
<u>Total Fees and Estimated Expenses (£)</u>							

*Month 1 shall correspond to the period beginning on {Enter services start date Month/Day/Year}.

2. The Oracle Professional Services Delivery Policies ("Policies") available at <https://www.oracle.com/corporate/contracts/consulting/policies.html> apply to and are incorporated into the Order Form.

C. DELIVERABLES

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

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Exhibit [...] to Call-Off Schedule 20 (Call-Off Specification)

**[INSERT RELEVANT EXHIBITS AND SCOPE OF SERVICES AS PER TABLE IN PART B TO THIS
CoS 20]**

Supplier Licence Terms

**Oracle 'Supplier Licence Terms' for Professional Services under CCS Framework Contract
RM1557.15**

These Terms represent the Supplier Licence Terms as envisaged by the Framework Contract entered into between Oracle and the Authority. They form part of a Call-Off Contract entered into between Oracle and the Buyer identified in a relevant Order Form pursuant to the Framework Contract. Words or phrases used in this document which are defined in the Call-Off Contract have the same meaning when used in these Supplier Licence Terms.

References in these Supplier Licence Terms to **"General Terms"** are references to the General Terms of the Framework Contract, as amended by the Framework Award Form.

References in these Supplier Licence Terms to "Oracle" "we", "us" or "our" are references to Oracle Corporation UK Limited and references to "You" or "Your" are to the Buyer identified in the Order Form.

1. Use of the Services

- 1.1. You have the non-exclusive, worldwide, limited right to use the Services and/or Deliverables during the relevant Call-Off Contract Period for the provision of Oracle's cloud services, unless earlier terminated in accordance with the Call-Off Contract, solely for Your internal business operations. You may allow Your Users to use the Services and/or Deliverables for this purpose, and You are responsible for their compliance with the Call-Off Contract. For the avoidance of doubt, the licence granted in respect of the Services and/or Deliverables does not include the right for the Buyer to authorise use by a Replacement Supplier or include any right to change or modify the Services and/or the Deliverables (other than for configuration options present within the Services and/or Deliverables themselves).
- 1.2. The Service Specifications (as defined in section 12 below) describe and govern the Services. Any provisions in Framework Schedule 1 (Specification) that would require Oracle to deliver the Services in a manner that would be inconsistent with the Service Specifications shall not apply. The Services offered under this Call-Off Contract are standard Oracle service offerings and You are responsible for selecting the Services to meet Your requirements. During the Call-Off Contract Period, we may update the Services and Service Specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practices, patterns of system use, and availability of Third Party Content (as defined in section 12 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 Call-Off Contract Period. Updates and enhancements to the Services and/or Deliverables that are made generally available by us to our customers at no additional charge to their ongoing recurring charges shall be similarly provided to the Buyer at no increase in the Charges. Oracle will endeavour to give as much notice as possible of any new version of the software used to provide the Services but the Buyer recognises that it may not be practical to give three (3) months' advance notice of a new version, particularly where such new version is issued to address a potential Defect affecting the Services. The Buyer acknowledges and agrees that Clauses 2.16 and 2.17 of the General Terms (introduced by Framework Special Term 15) and Clause 3.7 of the General Terms (introduced by Framework Special Term 5) shall not apply. Call-Off Schedule 6 (ICT Services) shall not apply to this Call-Off Contract.
- 1.3. Clauses 2.11, 2.12, 2.13 and 2.15 of the General Terms (introduced by Framework Special Term 2) shall not apply to this Call-Off Contract. Clause 3.7.3 and Clause 3.7.4 (b) of the General Terms shall not apply where any of the Cloud Products and/or COTS Software will be withdrawn. Clause 4.12.4 of the General Terms (introduced by Framework Special Term 6) shall not apply to this Call-Off Contract.

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2. Ownership Rights and Restrictions

- 2.1. You or Your licensors retain all ownership and intellectual property rights in and to Your Content. We or our licensors retain all ownership and intellectual property rights in and to the Services, Deliverables, derivative works thereof, and anything developed or delivered by or on behalf of us under this Call-Off Contract including all New IPR (except for any New IPR arising in relation to Your Content) and any Specially Written Software.
- 2.2. You may have access to Third Party Content through use of the Services. Unless otherwise stated in Your Order Form, all ownership and intellectual property rights in and to Third Party Content and the use of such content is governed by separate third party terms between You and the third party.
- 2.3. You grant us the right to host, use, process, display and transmit Your Content to provide the Services pursuant to and in accordance with the Call-Off Contract. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of Your Content, and for obtaining all rights related to Your Content required by Oracle to perform the Services.
- 2.4. You may not, and may not cause or permit others to: (i) modify, make derivative works of, disassemble, decompile, reverse engineer, reproduce, republish, download, or copy any part of the Services and/or Deliverables (including data structures or similar materials produced by programs) unless required to be permitted by law for interoperability; (ii) access or use the Services to build or support, directly or indirectly, products or services competitive to Oracle; or (iii) license, sell, transfer, assign, distribute, outsource, permit timesharing or service bureau use of, commercially exploit, or make available the Services, Deliverables or this Call-Off Contract to any third party except as permitted by these Supplier Licence Terms. For the avoidance of doubt, no element of the software used to provide the Services or created in the course of the provision of the Services can be published by the Buyer as 'open source'. Call-Off Schedule 1 (Intellectual Property Rights) and Clauses 10.4 and 10.8 to 10.10 (inclusive) of the General Terms (as amended by the Framework Special Terms) shall not apply to this Call-Off Contract.
- 2.5. Nothing in this Call-Off Contract precludes either party from using and/or disclosing General Knowledge, "**General Knowledge**" means generalised know-how, ideas, concepts, processes, information or techniques related to information technology that are retained solely in intangible form in the unaided memories of a party's representatives who have had access to the Confidential Information of the disclosing party under this Call-Off Contract. The use of general Knowledge shall not be deemed to impair: (i) a party's rights in and to its valid patents, copyrights, trademarks or trade secrets or (ii) 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 this Call-Off Contract.

3. Warranties, Disclaimers and Exclusive Remedies

- 3.1. Each party represents that it has validly entered into this Call-Off Contract and that it has the power and authority to do so. We warrant that during the Call-Off Contract Period we will perform the Services using commercially reasonable care and skill in all material respects as described in the Service Specifications and that any Deliverables will be produced using commercially reasonable skill and care and comply in all material respects as described in the Service Specifications. This warranty replaces all other performance or functionality related warranties, conditions or other requirements related to the quality or functionality of the Services and/or Deliverables. If the Services provided to You were not performed or if the Deliverables do not perform as warranted, You must promptly provide us with a written notice that describes the deficiency (including, as applicable, the service request number notifying us of the deficiency). For the purposes of Clause 11.1 of the General Terms, a Rectification Plan may only be required from Oracle where the production of such a plan is reasonably required given the nature of the deficiency in question. If it is agreed that a Rectification Plan is required in accordance with this section 3.1, it will be deemed sufficient to meet the Buyer's requirements and Clauses 12 and 13.3.1(c) of the General Terms shall not apply. The reference to 'three (3) Working Days' in Clause 11.1 of the General Terms shall be replaced with 'as soon as

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reasonably practicable'. We will notify You promptly if we become aware that any of the warranties and representations made by us pursuant to Clause 8 of the General Terms has become untrue or misleading.

- 3.2. **WE DO NOT WARRANT THAT THE SERVICES WILL BE PERFORMED OR THAT THE DELIVERABLES WILL PERFORM ERROR-FREE OR UNINTERRUPTED, THAT WE WILL CORRECT ALL SERVICES AND/OR DELIVERABLE ERRORS, OR THAT THE SERVICES AND/OR DELIVERABLES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. WE ARE NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE SERVICES AND/OR DELIVERABLES THAT ARISE FROM YOUR CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.**
- 3.3. **FOR ANY BREACH OF THE SERVICES AND/OR DELIVERABLES WARRANTY, YOUR EXCLUSIVE REMEDY AND OUR ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES AND/OR DELIVERABLES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED SERVICES THAT YOU PRE-PAID TO US FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION (AND FOR DELIVERABLES, PAID FOR THE DELIVERABLE IN QUESTION).**
- 3.4. **TO THE EXTENT NOT PROHIBITED BY LAW, THE WARRANTIES IN THESE SUPPLIER LICENCE TERMS ARE EXCLUSIVE AND ALL OTHER WARRANTIES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, ARE EXPRESSLY EXCLUDED, INCLUDING, WITHOUT LIMITATION, FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 3.5. Dates for delivery or performance specified in the Implementation Plan or otherwise contained in the Call-Off Contract are estimates only and time shall not be 'of the essence'. Failure on the part of Oracle to comply with such dates shall not automatically constitute a material Default. If Oracle becomes aware that there is, or there is reasonably likely to be, a Delay it shall notify the Buyer as soon as practically possible but the two (2) Working Days limit references in paragraph 5.1 of Call-Off Schedule 13 (Implementation Plan and Testing) (if incorporated) shall not apply.

4. Limitation of Liability

- 4.1. **IN NO EVENT WILL EITHER PARTY OR ITS AFFILIATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR ANY LOSS OF REVENUE, SALES, DATA OR DATA USE. ORACLE'S LIABILITY FOR RESTORING DATA WHERE BUYER CONTENT ITSELF IS UNAVAILABLE, CORRUPTED OR UNUSABLE FOR ANY REASON (INCLUDING AS A RESULT OF MALICIOUS SOFTWARE) SHALL BE LIMITED TO MAKING AVAILABLE THE LATEST AVAILABLE BACK UP COPY OF BUYER CONTENT (WHERE THE BUYER HAS CONTRACTED FOR DATA BACK UP SERVICES FROM ORACLE) AS SOON AS REASONABLY POSSIBLE AFTER BEING NOTIFIED OR BECOMING AWARE OF THE ISSUE IN QUESTION. ORACLE SHALL HAVE NO LIABILITY TO THE BUYER IN DAMAGES AND SHALL BE ENTITLED TO RENDER ADDITIONAL CHARGES IN RESPECT OF TIME SPENT ASSISTING THE BUYER TO RESTORE BUYER DATA WHICH HAS BEEN DAMAGED BY MALICIOUS SOFTWARE IN CIRCUMSTANCES WHERE DAMAGE WAS CAUSED NOTWITHSTANDING ORACLE'S COMPLIANCE WITH ITS OBLIGATIONS TO USE UP TO DATE VIRUS CHECKING SOFTWARE IN ACCORDANCE WITH THE APPLICABLE SERVICE SPECIFICATIONS.**
- 4.2. **UNDER CLAUSE 14.2(a) OF THE GENERAL TERMS, THE £500,000 ALTERNATIVE CAP ON LIABILITY SHALL NOT APPLY.**

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4.3. Oracle's liability in respect of breaches of Clause 17 of the General 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 14.7 of the General Terms shall only apply in circumstances where there has been unauthorised access to Your Content caused by a breach of Oracle's security practices. All other breaches including under clause 3.2.14 of the General Terms, shall be subject to the cap in Clause 14.2 of the General Terms (as amended by this section 4).

4.4. Nothing in this Call-Off Contract shall exclude or limit: (i) Your liability for Your payment obligations under this Call-Off Contract; or (ii) either party's liability for violation of the other party's patent rights and/or copyrights.

5. IPR Indemnification

5.1. The indemnity in Clause 10.5 of the General Terms shall be limited to those amounts awarded by the courts to the third party claiming infringement or agreed to be paid by Oracle as part of an agreed settlement.

5.2. If either of the alternatives referred to in Clause 10.6 of the General Terms are not commercially reasonably available, Oracle may end the license for the applicable Services and/or Deliverables and refund any unused, prepaid fees the Buyer may have paid for such Services and/or Deliverables.

5.3. The rights and remedies in Clauses 10.5 and 10.6 of the General Terms (as amended by the provisions of this section 5) provides the parties' exclusive remedy for any IPR Claims or related damages.

6. Termination and Suspension

6.1. Before exercising any right to terminate the Call-Off Contract in respect of any Default which is capable of remedy or before exercising any other right, You agree to permit Oracle a reasonable opportunity to remedy the breach in question.

6.2. Rights to terminate any Call-Off Contract for misrepresentation, for breach or Default of the Call-Off Contract only apply where the misrepresentation, breach or Default in question is material in the context of the Call-Off Contract for the Services provided under the Order Form. In respect of Services or any other matter that are unrelated or unconnected to the misrepresentation, breach or Default in question the rights of termination do not apply.

6.3. Rights to terminate any Call-Off Contract in part rather than in its entirety can only apply where the component of the Call-Off Contract which has not been terminated represents a viable standalone service.

6.4. We may suspend Your or Your Users' access to, or use of, the Services if we believe that: (i) there is a significant threat to the functionality, security, integrity, or availability of the Services or any content, data, or applications in the Services (or similar services provided to other Oracle customers); (ii) You or Your Users are accessing or using the Services to commit an illegal act; or (iii) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide You with advance notice of any such suspension. We will use reasonable efforts to re-establish the Services promptly after we determine that the issue causing the suspension has been resolved. During any suspension period, we will make Your Content (as it existed on the suspension date) available to You. Any suspension under this section shall not excuse You from Your obligation to make payments under this Call-Off Contract. Clauses 5.4. to 5.6 (inclusive) of the General Terms shall not apply to the Call-Off Contract.

6.5. At the end of the Call-Off Contract Period, we will make Your Content (as it existed at the end of the Call-Off Contract Period) available for retrieval by You during a retrieval period set out in the Service Specifications. At the end of such retrieval period, and except as may be required by law, we will delete or otherwise render unrecoverable any of Your Content that remains in

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

7. Third Party Content

- 7.1. The Services may enable You to link to, transfer Your Content or Third Party Content to, or otherwise access, third parties' websites, platforms, content, products, services, and information ("**Third Party Services**"). Oracle does not control and is not responsible for Third Party Services. You are solely responsible for complying with the terms of access and use of Third Party Services, and if Oracle accesses or uses any Third Party Services on Your behalf to facilitate performance of the Services, You are solely responsible for ensuring that such access and use, including through passwords, credentials or tokens issued or otherwise made available to You, is authorized by the terms of access and use for such services. If You transfer or cause the transfer of Your Content or Third Party Content from the Services to a Third Party Service or other location, that transfer constitutes a distribution by You and not by Oracle.
- 7.2. Any Third Party Content we make accessible is provided on an "as-is" and "as available" basis without any warranty of any kind. You acknowledge and agree that we are not responsible for, and have no obligation to control, monitor, or correct, Third Party Content. To the extent not prohibited by law, we disclaim all liabilities arising from or related to Third Party Content.
- 7.3. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Call-Off Contract Period; and (ii) features of the Services that interoperate with Third Party Services such as Facebook™, YouTube™ and Twitter™, etc., depend on the continuing availability of such third parties' respective application programming interfaces (APIs). We may need to update, change or modify the Services under this Call-Off Contract as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by us in our sole discretion, we may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their unavailability, during the Call-Off Contract Period does not affect Your obligations under the Call-Off Contract, and You will not be entitled to any refund, credit or other compensation due to any such changes.
- 7.4. Clause 9.7 of the General Terms does not apply should any third party technology be included within or used to provide the Deliverables or any part thereof.

8. Service Monitoring, Analysis and Oracle Software

- 8.1. We continuously monitor the Services to facilitate Oracle's operation of the Services; to help resolve Your service requests; to detect and address threats to the functionality, security, integrity, and availability of the Services as well as any content, data, or applications in the Services; and to detect and address illegal acts or violations of the Acceptable Use Policy. Oracle monitoring tools do not collect or store any of Your Content residing in the Services, except as needed for such purposes. Oracle does not monitor, and does not address issues with, non-Oracle software provided by You or any of Your Users that is stored in, or run on or through, the Services. Information collected by Oracle monitoring tools (excluding Your Content) may also be used to assist in managing Oracle's product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license management purposes.
- 8.2. We may: (i) compile statistical and other information related to the performance, operation and use of the Services; and (ii) use data from the Services in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (sections (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.

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- 8.3. We may provide You with the ability to obtain certain Oracle Software (as defined below) for use with the Services. If we provide Oracle Software to You and do not specify separate terms for such software, then such Oracle Software is provided as part of the Services and You have the non-exclusive, worldwide, limited right to use such Oracle Software, subject to the terms of the Call-Off Contract (except for separately licensed elements of the Oracle Software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate Your use of the Services. You may allow Your Users to use the Oracle Software for this purpose, and You are responsible for their compliance with the license terms. Your right to use any Oracle Software will terminate upon the earlier of our notice (by web posting or otherwise) or the end of the Services associated with the Oracle Software. Notwithstanding the foregoing, if Oracle Software is licensed to You under separate terms, then Your use of such software is governed by the separate terms. Your right to use any part of the Oracle Software that is licensed under the separate terms is not restricted in any way by the Call-Off Contract.

9. Export

- 9.1. Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services and/or Deliverables. Such export laws govern use of the Services (including technical data) and any Deliverables provided under the Call-Off Contract, and You and Oracle 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 and/or Deliverables (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.
- 9.2. You acknowledge that the Services are designed with capabilities for You and Your Users to access the Services without regard to geographic location and to transfer or otherwise move Your Content between the Services and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts across geographic locations, as well as export control and geographic transfer of Your Content.

10. Payment

- 10.1. The Buyer may only retain or set-off any amount owed to it by Oracle against any amount due to Oracle under this Call-Off Contract. The Buyer’s rights to retain or set-off amounts owed to it shall only apply where Oracle has agreed that the amount is owed or the Buyer has a binding court judgment to that effect. Otherwise, fees payable shall be paid in full and all other rights of set-off whether at common law or otherwise in favour of the Buyer are excluded.
- 10.2. The Buyer shall not deduct or withhold from the monthly Charges any Service Credit or other sums in respect of any breach of the Key Performance Indicators (unless otherwise stated in the Service Specifications).
- 10.3. If the Buyer wishes to exercise its right pursuant to section 10.1 it shall give notice to Oracle within thirty (30) days of receipt of the relevant invoice, setting out the Buyer’s reasons for the retention and the size of the retention against the relevant Charges.
- 10.4. If the Buyer wishes to exercise its right pursuant to section 10.1, the Buyer must pay any undisputed amount in accordance with the terms of the Call-Off Contract.
- 10.5. Call-Off Schedule 14 (Performance Levels) does not apply to Oracle Professional Services. No Key Performance Indicators and Service Credits are applicable to the Oracle Professional Services provided under the Framework Contract. Any Key Performance Indicators and Service Credits (if any) applicable to the other Services will be set out in the relevant Service Specifications.
- 10.6. Oracle reserves the right to render a reasonable additional charge should it need to utilise additional resources in order to comply with an instruction issued by the Buyer pursuant to Clause 3.3.2 of the General Terms.

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- 10.7. The Charges specified in the Order Form are exclusive of expenses. An estimate of expenses will be set out in the Order Form. Expenses will be invoiced monthly as they are incurred.

11. Other

- 11.1. It is agreed that elements of the Services may be subcontracted to Oracle Affiliates and other subcontractors from time to time Without requiring the Buyer's prior approval. The appointment by Oracle from time to time of any Third Party Sub-processors will be governed by the relevant provisions of the Data Processing Agreement referred to in section 11.24. Oracle will not be obliged to terminate Subcontracts at Your request or direction.
- 11.2. 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 professional services, implementation services or applications that interact with the Services, are independent of Oracle and are not Oracle's agents. We are not liable for, bound by, or responsible for any problems with the Services or Your Content arising due to any acts of any such business partner or third party, unless the business partner or third party is providing Services as our subcontractor on an engagement ordered under the Call-Off Contract and, if so, then only to the same extent as we would be responsible for our resources under the Call-Off Contract.
- 11.3. Neither party has been given, nor entered into this Call-Off Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Supplier Licence Terms.
- 11.4. Prior to entering into an Order Form, You are solely responsible for determining whether the Services meet Your technical, business, regulatory or legal requirements. Oracle will cooperate with Your efforts to determine whether use of the standard Services are consistent with those requirements. Additional fees may apply to any additional work performed by Oracle or changes to the Services. You remain solely responsible for Your regulatory and legal compliance in connection with Your use of the Services.
- 11.5. The provision of Clause 34.3 of the General Terms are agreed by the parties to only apply where the Buyer specifies the information that Oracle can provide, allows a reasonable timeframe for Oracle to supply the requested information, and sets a reasonable deadline for responding.
- 11.6. **Financial Difficulties** – Joint Schedule 7 (Financial Difficulties) and Joint Schedule 8 (Guarantee) do not apply to any Call-Off Contract. It is acknowledged by You that Joint Schedule 7 (Financial Difficulties) details Oracle's obligations only to CCS under the Framework Contract and not to You under any Call-Off Contract. Call-Off Schedule 24 (Corporate Resolution Planning) shall not apply to this Call-Off Contract.
- 11.7. **Change Control Impact Assessments** – Oracle will provide reasonable evidence to support any proposed changes to the Call-Off Charges but it is not obliged to disclose details of its own costs.
- 11.8. **Implementation and Testing** – The provisions of Call-Off Schedule 13 (Implementation Plan and Testing) are agreed by the parties to be not applicable to any Call-Off Contract unless explicitly agreed to the contrary. Where testing is applicable, "**Test Issues**" shall be defined as any material variance or non-conformity of the Services and/or Deliverables from their Service Specifications as set out in the Call-Off Contract.
- 11.9. **Business Continuity** – The provisions of Call-Off Schedule 8 (Business Continuity and Disaster Recovery) are agreed by the parties to be not applicable to any Call-Off Contract. It is acknowledged by the Buyer that Oracle has in place its own 'Business Continuity / Disaster Recovery Plan' ("**BC/DR Plan**") as may be updated from time to time and 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

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

11.10. **Records and Audit Rights** – Clauses 6.13 and 6.14 of the General Terms (introduced by Framework Special Term 17) shall not apply. Oracle will keep such records as are reasonably required to demonstrate its compliance with the terms of any Call-Off Contract. The Buyer's rights of audit set out in the Call-Off Contract do not extend to the right to audit Oracle's or its subcontractor's costs other than in circumstances where the Charges are expressly calculated on a '*cost plus*' basis. You may audit Oracle's compliance with its obligations under the Call-Off Contract up to once per year. In addition, to the extent required by Applicable Data Protection Legislation, You or Your regulator may perform more frequent audits.

11.10.1. If a third party is to conduct the audit, the third party must be mutually agreed to by You and Oracle (except if such third party is a regulator). Oracle will not unreasonably withhold its consent to a third party auditor requested by You. The third party must execute a written confidentiality agreement acceptable to Oracle or otherwise be bound by a statutory or legal confidentiality obligation.

11.10.2. To request an audit, You must submit a detailed proposed audit plan to Oracle at least two (2) weeks in advance of the proposed audit date. The proposed audit plan must describe the proposed scope, duration and start date of the audit. Clause 6.5 of the General Terms shall not apply. Oracle will review the proposed audit plan and provide You with any concerns or questions. Oracle will work cooperatively with You to agree on a final audit plan.

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

11.10.4. Upon completion of the audit, You will provide Oracle with a copy of the audit report, which is subject to the confidentiality terms of the Call-Off Contract. You may use the audit reports only for the purposes of meeting Your regulatory audit requirements and/or confirming compliance with the requirements of the Call-Off Contract.

11.10.5. Each party will bear its own costs in relation to the audit, unless Oracle promptly informs You upon reviewing Your audit plan that it expects to incur additional charges or fees in the performance of the audit that are not covered by the fees payable under Your Call-Off Contract such as additional license or third party contractor fees. The parties will negotiate in good faith with respect to any such charges or fees. Clause 6.6 and 6.7 of the General Terms shall not apply.

11.10.6. If the requested audit scope is addressed in a SOC, ISO, NIST, PCI DSS, HIPAA or similar audit report issued by a qualified third party auditor within the prior twelve (12) months and Oracle provides such report to You confirming there are no known material changes in the controls audited, You agree to accept the findings presented in the third party audit report in lieu of requesting an audit of the same controls covered by the report.

11.11. **Termination and Expiry** – For the avoidance of doubt, the provisions of Clause 13.4.1 (b) of the General Terms are subject to the provisions of Clause 13.4.1 (c) of the General Terms and the ongoing obligation of the Buyer to pay for Services which Oracle continues to provide following termination at the Buyer's request. Oracle's obligations upon termination or expiry are typically limited to making Buyer data available for retrieval or download by the Buyer. Any Termination Assistance in addition to this must be agreed between the parties whether pursuant to the Exit Plan or otherwise. The Buyer shall be obliged to pay for any Termination Assistance agreed pursuant to the provisions of Call-Off Schedule 10 (Exit Management) (if incorporated) notwithstanding the provisions of Clause 13.4.1 (g) of the General Terms. Termination by Oracle shall be without prejudice to Oracle's rights in respect of any unpaid Charges and the Charges that would have been payable by the Buyer in respect of the period following termination. Clause 13.4.4 of the General Terms (introduced by Framework Special Term 18)

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shall not apply. The Buyer agrees that Oracle's obligations in Clause 3.1.3 of the General Terms (introduced by Framework Special Term 3) shall be limited solely to its obligations in this section 11.12.

- 11.12. **Termination Payment** – Should the Buyer exercise the right to terminate without cause contained in Clause 13.2.2 of the General Terms or if Oracle validly terminates any Call-Off Contract in accordance with the terms of the Call-Off Contract, the Buyer shall nevertheless be obliged to forthwith pay an amount equal to the Charges that would otherwise have been payable throughout the remainder of the originally committed Call-Off Contract Period whether designated as a Minimum Commitment in the Order Form or otherwise (including any extension to such period that is in force or has been committed to in accordance with the terms of this Call-Off Contract as at the effective date of termination). In respect of Services provided on a time and materials basis only, unless otherwise stated in the Order Form: (i) the Buyer's obligation to make payment in accordance with the preceding sentence is an obligation to pay the Charges, expenses and taxes due and payable for Services under this Call-Off Contract through to the effective date of termination at the time and materials rates set out in this Call-Off Contract; and (ii) there is no obligation for the Buyer to utilise all of the services described in this Call-Off Contract prior to the effective date of termination.
- 11.13. **Buyer Responsibilities** – The Buyer will cooperate generally with Oracle to facilitate the provision of the Services and/or Deliverables on a timely basis including taking decisions promptly and making relevant subject matter experts available on a timely basis. Details of the Buyer's obligations and the assumptions in respect of the Services upon which the Charges have been based are as set out in Oracle's Professional Services Delivery Policies ("**Policies**") available at <https://www.oracle.com/corporate/contracts/consulting/policies.html>. Specific Buyer responsibilities and assumptions may in addition be set out or referenced in the Order Form or the Implementation Plan. Failure by the Buyer to comply with the Buyer Responsibilities outlined in this section shall constitute an Authority (Buyer) Cause and may entitle Oracle to render additional Charges provided that it notifies the Buyer promptly given the circumstances. Clause 3.6 of the General Terms (introduced by Framework Special Term 5) shall not apply to this Call-Off Contract. Notwithstanding Clause 4.12 of the General Terms (introduced by Framework Special Term 6), the Buyer acknowledges that it is solely responsible for its use and spend via the Service Request Process and the Buyer shall remain fully liable for any and all Charges incurred under this Call-Off Contract including the Minimum Commitment (if applicable) as set out in this Order Form above.
- 11.14. **Replacement of Oracle Staff** – Clause 7.2 of the General Terms shall not apply. The Buyer may notify Oracle if it considers that any member of staff is unsuitable to work on any contract. The ultimate decision as to members of staff used to provide the Services remains with Oracle.
- 11.15. **Staff Vetting** – Details of staff vetting undertaken by Oracle are attached to these Supplier Licence Terms at Appendix 1.
- 11.16. **Force Majeure** – Notwithstanding Clause 23 of the General Terms, in relation to a Force Majeure Event:
- 11.16.1. Neither You or Oracle shall be responsible for failure or delay of performance if caused by Force Majeure Event.
- 11.16.2. A party cannot claim relief under this section 11.16 if the Force Majeure Event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.16.3. A party cannot claim relief under this section 11.16 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.

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- 11.16.4. A party claiming relief under this section 11.16 shall give written notice to the other party of the Force Majeure Event and how it affects its ability to perform its obligations under the agreement and also when the Force Majeure Event ceases or no longer prevents the party from fulfilling its obligations.
- 11.16.5. Each party will use reasonable efforts to mitigate the effect of a Force Majeure Event. If such Force Majeure Event continues for more than ninety (90) days, either party may cancel unperformed Services and the affected Call-Off Contract upon written notice.
- 11.16.6. This section 11.16 does not excuse either party's obligation to take reasonable steps to follow its own normal disaster recovery procedures or Your obligation to pay for Deliverables ordered or delivered.
- 11.17. **Subcontracting** – The provisions of paragraphs 2.5 and 2.6 of Joint Schedule 6 (Key Subcontractors) shall not apply to: (i) arrangements between Oracle and providers of services and facilities for the benefit of Oracle customers generally but only to those Key Subcontractor arrangements which are specific to the Buyer; or (ii) subcontracting to Oracle Affiliates. The Buyer shall not have the ability at any time to designate any of the Supplier's supply chain partners as Key Subcontractors under any Call-Off Contract. The Buyer acknowledges that paragraph 2.5 of Call-Off Schedule 27 (Cyber Essentials Scheme) shall not apply. Clause 8 of the General Terms is replaced by sections 11.1, 11.2 and 11.18 of these Supplier Licence Terms.
- 11.18. **Assignment** – The prohibition upon assignment without consent in Clause 26.1 of the General Terms shall not apply to an assignment between Oracle Affiliates where this is part of a solvent amalgamation or re-organisation.
- 11.19. **Termination by Oracle** – Oracle may, in addition to the right to terminate pursuant to Clauses 13.5.1 and 13.5.2 of the General Terms, terminate any Call-Off Contract if the Buyer commits a material breach of contract which consists of any of the following, where the breach is not remedied within thirty (30) days of notice in writing of the breach and requiring its remedy:
- 11.19.1. any infringement of the intellectual property rights belonging to Oracle or an Oracle Affiliate including failing to abide by the scope of any licence or breaching the prohibitions set out in section 2.4;
- 11.19.2. any breach of export control laws as referred to in sections 9.1 and 9.2.
- 11.20. **Benchmarking** – Any changes to the Services or the Charges as a result of any Benchmarking exercise can only take effect by agreement between the parties and then only in respect of any Call-Off Optional Extension Period. If the parties fail to reach agreement on the changes required as a result of any Benchmarking exercise, the Buyer's only right is to decide not to extend the Call-Off Contract. You acknowledge that there is no directly comparable supply of Services, and therefore the Buyer's entitlement to more favourable commercial terms set out in Clause 8.5 of the General Terms shall not apply. The Buyer acknowledges that paragraph 9 (Complaints) of Framework Schedule 4 (Framework Management) shall not apply.
- 11.21. **Standards and Accreditations** – It is acknowledged by the Buyer that Oracle has in place its own security plan, which has been prepared with Good Industry Practice and the Buyer agrees 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 Your own Security Policy is not therefore required and would be impractical for a standard service offering. As at the date of the Framework Contract award, Oracle has Cyber Essentials Basic certification for certain parts of its business, as required under Framework Schedule 1 (Specification) for Lot 3. For all services ordered under a Call-Off Contract that are not within the scope of such certifications, it is the Buyer's responsibility to ensure that the measures described in Oracle's Corporate Security Practices available at <https://www.oracle.com/assets/corporate-security-practices-4490843.pdf> and the applicable Service Specifications address its requirements. If any additional Standards and Accreditations (including any of those mentioned in Framework

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Schedules 1 (Specification) and Joint Schedule 5 (Sustainability)) are to apply to the provision of the Services under a Call-Off Contract, these must be explicitly set out in the applicable Order Form signed on behalf of the parties. Clause 3.4 (introduced by Framework Special Term 5) shall not apply.

- 11.22. **Continuous Improvement and Change in Law** – Subject to section 1.2, if a Buyer requires Call-Off Schedule 3 (Continuous Improvement) to be included in this Call-Off Contract and the Supplier agrees to explicitly include it in the Order Form, Oracle satisfies its obligations under Call-Off Schedule 3 (Continuous Improvement) by providing to the Buyer at no increase in the Charges updates and enhancements to the Services and/or Deliverables that are made generally available by us to our customers at no additional charge to their ongoing recurring charges. Where: (i) either party proposes a Variation in the Services which is not within the scope of the preceding sentence; or (ii) where there is a change in Law which is not within the scope of the preceding sentence, additional Charges may apply, such Variation and associated additional Charges to be agreed between the parties as part of the Variation Procedure. Clause 2.14 of the General Terms (introduced by Framework Special Term 2) shall not apply to this Call-Off Contract.

11.23. Protection of Your Content

- 11.23.1. Notwithstanding any provision of the General Terms (including any restriction on the Supplier's ability to access, store, copy, disclose or use Buyer Content), the Buyer expressly authorises Oracle to access, store, copy, disclose and use Buyer Content to the extent reasonably necessary for Oracle to provide the Services, or otherwise comply with, these Supplier Licence Terms. In order to protect Your Content (as defined in section 12) provided to Oracle as part of the provision of the Services, Oracle will comply with the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <https://www.oracle.com/contracts/cloud-services/>. These safeguards, and any security measures referenced in the relevant Oracle privacy policies and Data Processing Agreement together with Oracle's obligations in section 11.22 above constitute the "Security Requirements" for the purposes of this Call-Off Contract. No additional or supplementary security requirements apply. Clause 3.5 of the General Terms (introduced by Framework Special Term 5) shall not apply to this Call-Off Contract.

- 11.23.2. To the extent Your Content includes Personal Data, Oracle will furthermore comply with the following:

- 11.23.2.1. the relevant Oracle privacy policies applicable to the Services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>; and

- 11.23.2.2. the applicable version of the Data Processing Agreement for the Services (the "**Data Processing Agreement**"). The version of the Data Processing Agreement applicable to this Order Form: (i) is available at <https://www.oracle.com/corporate/contracts/cloud-services/contracts.html#data-processing> and is incorporated herein by reference; and (ii) will remain in force during the Call-Off Contract Period. In the event of any conflict between the terms of the Data Processing Agreement and the terms of the Service Specifications (including any applicable Oracle privacy policies), the terms of the Data Processing Agreement shall take precedence.

- 11.23.3. The Buyer is responsible for: (i) any required notices, consents and/or authorisations related to the Buyer's provision of, and our processing of, Your Content (including any Personal Data) as part of the Services; (ii) 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 (iii) any use by the Buyer or the Buyer's Users of the Services in a manner that is inconsistent with the terms of the Call-Off Contract. To

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the extent the Buyer discloses or transmits Your Content to a third party, Oracle is no longer responsible for the security, integrity or confidentiality of such content outside of Oracle's control. Clause 9.1.6 of the General Terms (introduced by Framework Special Term 9) shall not apply to this Call-Off Contract.

- 11.23.4. Your Content may not include any sensitive or special or protectively marked 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, the Buyer may purchase additional services from us (e.g., Oracle's Payment Card Industry Compliance Services) designed to address specific data security or data protection requirements applicable to such sensitive or special or protectively marked data the Buyer seeks to include in Your Content. Unless otherwise agreed in writing between the Supplier and Buyer, the obligations set out in Clause 17.6.3 and Clause 17.7.1 of the General Terms shall not apply.
- 11.23.5. In the event the US Data Privacy Framework is found to be unlawful, under Joint Schedule 10 (Processing Data), You agree to permit Oracle to put in place Standard Contractual Clauses, which includes both the EU SCCs and the Addendum, within a reasonable timeframe.
- 11.23.6. The notice period in paragraph 3.21 of Joint Schedule 10 (Processing Data) whereby the Buyer may, acting reasonably, object to a proposed appointment of a Subprocessor by the Supplier under a Call-Off Contract shall be amended from 30 (thirty) days to 14 (fourteen) days.
- 11.24. **TUPE** – Call-Off Schedule 2 (Staff Transfer) (if incorporated) shall be modified in accordance with this section 11.24. 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 Oracle or any subcontractor of Oracle upon the commencement of any Services pursuant to the Employment Regulations. Furthermore, the parties do not intend that any Oracle employees and/or any other person who provides the Services for or on behalf of Oracle will become employees of the Buyer or any Replacement Subcontractor pursuant to the Employment Regulations upon termination of the Services (whether in whole or in part). Accordingly, Call-Off Schedule 2 (Staff Transfer) Parts C and E are applicable; and Call-Off Schedule 2 (Staff Transfer) Parts A, B and D are not applicable. For the purposes of Part C, the term in paragraph 1.8.2 shall be amended from 6 months to 12 months, paragraph 1.7 shall be amended so that where any person remains employed by Oracle and/or any of its subcontractors pursuant to Paragraph 1.6, Employee Liabilities in relation to such employee shall remain with the Buyer (or any Former Supplier) during the pre-transfer period (and the Buyer will indemnify Oracle accordingly, or procure that the Former Supplier indemnifies Oracle accordingly), and will remain with Oracle and/or the subcontractor during the post-transfer period (and Oracle will indemnify the Buyer accordingly), and paragraphs 1.9 and 2 shall not apply. For the purposes of Part E, no employees should be included on the Supplier's Final Supplier Personnel List. Accordingly, the provisions of paragraphs 1.5 to 1.7 of Part E shall not apply. Where Oracle is the incumbent supplier, Part D shall not apply. Oracle shall continue to abide by its pension obligations towards its own staff. Oracle shall continue to abide by its pension obligations towards its own staff. In the event that Part D and in particular Annex D3 (LGPS) was to apply then Oracle reserves the right to review the LGPS Risk Sharing provisions at paragraph 5 (which are stated to be subject to legal advice in the drafting notes) to ensure appropriate protection is agreed. Oracle notes that MHCLG are currently consulting on proposed changes to the LGPS admission body regulations which could result in new drafting being required if the LGPS 'deemed employer' proposals are implemented.
- 11.25. **Insurance** – Joint Schedule 3 (Insurance Requirements) shall be modified in accordance with this section 11.25. It is assumed that no Additional Insurances are required. It is acknowledged and agreed that Oracle retains discretion as to which facts and circumstances related to third parties it decides to notify to insurers and paragraphs 2, 3, 6 and 7.1 of Joint Schedule 3 (Insurance Requirements) are modified accordingly. Paragraphs 1.1 to 1.3 (inclusive) and paragraphs 2.1 to 2.3 (inclusive) of the Annex of Joint Schedule 3 (Insurance Requirements) shall be amended to cover for per occurrence and in the aggregate. It is also agreed that Oracle's sole obligation with regard to confirming the existence of the insurances is to provide,

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following a request by the Buyer, confirmation of cover as issued by the broker or insurer in question. For the avoidance of doubt, Oracle is under no obligation to notify the Buyer or CCS of any claim affecting any of the insurances which is unrelated to the Buyer. Oracle is also under no obligation to notify the Buyer or CCS of any matter unrelated to the Buyer which might give rise to a claim under any of the insurances maintained by Oracle and paragraph 7.2 of Joint Schedule 3 (Insurance Requirements) is modified accordingly. It is accepted by the Buyer that other than public liability insurance, that not all Oracle insurances have an express 'indemnity to principals' provision.

- 11.26. **AI Terms** – The Oracle Artificial Intelligence Terms (“**AI Terms**”) apply to artificial intelligence (“**AI**”) systems, and Your and Your Users’ use of related AI functionality, that is included in Your Cloud Services. The AI Terms are included in the Service Specifications for Your Cloud Services and remain subject to update pursuant to the terms of Your Agreement. A current version of the AI Terms and are available at <https://www.oracle.com/contracts/>.
- 11.27. **Optional Schedules** – Only those ‘optional’ schedules (described as such in the CCS procurement documentation relating to the Framework Contract) explicitly incorporated and expressly referred to in the applicable Order Form shall apply to and govern the provision of the Services. In the absence of such express incorporation, no such schedules shall be applicable.
- 11.28. **Segmentation** – The purchase of any Oracle products and services are all separate offers and separate from any other order for products and services You may receive or have received from Oracle. Your obligation to pay for: (i) any products and services is not contingent on performance of any other service or delivery of any other products; or (ii) other services is not contingent on delivery of any products or performance of any additional or other services. You acknowledge that You have entered into the purchase without reliance on any financing or leasing arrangement with Oracle or its Affiliate.
- 11.29. **Acceptance of Deliverables** - Upon completion of any Deliverables set forth in the Order Form, Oracle shall provide a copy thereof to You. At such time, if You request, Oracle will demonstrate to You that the Deliverables conforms to the description specified for such Deliverable in the Order Form. You will be responsible for any additional review and testing of such Deliverables in accordance with any mutually agreed test scripts as may be included in Oracle’s project management plan. If the Deliverables does not confirm with the description for such Deliverable specified in the Order Form and/or any such test scripts, You shall have three (3) Working Days after Oracle’s submission of the Deliverable (“**Acceptance Period**”) to give Oracle written notice which shall specify the deficiencies in detail. Oracle shall use reasonable efforts to promptly cure any such deficiencies. After completing such cure, Oracle shall resubmit the Deliverable for Your review and testing as set forth above. Upon accepting any Deliverable submitted by Oracle, You shall provide Oracle with written acceptance of such Deliverable. If You fail to provide written notice of any deficiencies within the Acceptance Period, as provided above, such Deliverable shall be deemed accepted at the end of the Acceptance Period.
- 11.30. **Aconex** – If You purchase the right to use Aconex Cloud Services pursuant to this Call-Off Contract, You acknowledge that the applicable version of the Oracle Aconex Cloud Services Terms of Use (“**Terms of Use**”) shall apply to Your use of the Oracle Aconex Cloud Services. The Aconex Terms of Use is available at <https://www.oracle.com/a/ocom/docs/corporate/aconex-terms-of-use.pdf> and is incorporated herein by reference. You acknowledge that You may be required to accept the Terms of Use through the Oracle Aconex Cloud Services prior to accessing such Services. If acquired, the Terms of Use do not apply to: (i) any non-Cloud Oracle service offerings, such as professional services; and (ii) the following offerings: Oracle Aconex SSO Cloud Service and Oracle Aconex for Outlook.
- 11.31. **Additional Supplier Licence Terms** – Oracle reserves the right to propose additional service specific terms which may need to be added to these Supplier Licence Terms prior to signature of the Call-Off Contract, either to reflect the nature of the Services or to reflect the commercial terms agreed between the parties. Such terms will be expressly identified as ‘Additional Supplier Licence Terms’. In the event of any conflict between the Additional Supplier Licence

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Terms and the remainder of these Supplier Licence Terms, the Additional Supplier Licence Terms will prevail.

12. Definitions

- 12.1. **"Oracle Software"** means any software agent, application or tool that Oracle makes available to You for download specifically for purposes of facilitating Your access to, operation of, and/or use with, the Services.
- 12.2. **"Program Documentation"** refers to the user manuals, help windows, readme files for the Services and any Oracle Software. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 12.3. **"Service Specifications"** means the following documents, as applicable to the Services under Your Order Form: (i) the Oracle Cloud Hosting and Delivery Policies, the Program Documentation, the Oracle service descriptions, and the Data Processing Agreement described in the Call-Off Contract; and (ii) Oracle's privacy policies. The following do not apply to any non-Cloud Oracle service offerings acquired in Your Order Form, such as professional services: the Oracle Cloud Hosting and Delivery Policies and Program Documentation. The following do not apply to any Oracle Software: the Oracle Cloud Hosting and Delivery Policies, Oracle service descriptions, and the Data Processing Agreement.
- 12.4. **"Third Party Content"** means all software, data, text, images, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle that You may access through, within, or in conjunction with Your use of, the Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, Oracle data marketplaces and libraries, dictionaries, and marketing data. Third Party Content includes third party sourced materials accessed or obtained by Your use of the Services or any Oracle-provided tools.
- 12.5. **"Users"** means, for Services, those employees, contractors, and end users, as applicable, authorised by You or on Your behalf to use the Services in accordance with the Call-Off Contract. For Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the Services to interact with You, such third parties will be considered "Users" subject to the terms of the Call-Off Contract.
- 12.6. **"Your Content"** means all software, data (including Personal Data), text, images, audio, video, photographs, non-Oracle or third party applications, and other content and material, in any format, provided by You or any of Your Users that is stored in, or run on or through, the Services. Services under the Call-Off Contract, Oracle Software, other Oracle products and services, and Oracle intellectual property, and all derivative works thereof, do not fall within the meaning of the term "Your Content." Your Content includes any Third Party Content that is brought by You into the Services by Your use of the Services or any Oracle-provided tools.

APPENDIX 1

ORACLE STAFF VETTING

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

North America (U.S. & Canada)

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

Asia Pacific

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

Europe, Middle East and Africa (EMEA)

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

Latin America

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

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

- Identity
- Right to work

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