ORACLE®

SERVICES PROVIDER AGREEMENT

Agreement Name: INSERT NUMBER, DM use CC-SPA-ProviderName-FEC Contract# OR LOB use 2-Letter Country Code-SPA-ProviderName-DD-MON-YYYY

This Services Provider Agreement (together with all amendments, addenda and exhibits attached hereto, the "**Agreement**") is made as of the Effective Date written below by and between {Insert Local Oracle Subsidiary name} ("Oracle"), with offices located at {Insert Local Oracle Subsidiary address}, and INSERT LEGAL NAME OF PROVIDER ENTITY EXECUTING SPA ("**Provider**") with offices located at INSERT ADDRESS OF PROVIDER. For purposes of this Agreement, Oracle's subsidiaries, parent companies and other affiliates are each individually referred to herein as an "**Oracle Affiliate**" and collectively as the "**Oracle Affiliates**".

1.   Services and Compensation

  A.   From time to time, Oracle or an Oracle Affiliate (the "**Oracle Entity**") may engage Provider or an affiliate of the Provider ("**Provider Entity**") to perform services ("**Services**") for the Oracle Entity, or on behalf of the Oracle Entity for an Oracle customer ("**Client**"), under this Agreement. The Services to be performed by the Provider Entity shall be specified in one or more statements of work executed under this Agreement ("**Statement(s) of Work**"). Unless otherwise stated in the Statement of Work, the terms and conditions of this Agreement shall apply to the Oracle Entity and Provider Entity that have executed such Statement of Work, and each reference to "Oracle" and "{Insert Local Oracle Subsidiary name}", and "Provider" and "INSERT LEGAL NAME OF PROVIDER ENTITY EXECUTING SPA" in this Agreement shall be deemed to refer to such Oracle Entity and Provider Entity, respectively. In addition, unless otherwise stated in the Statement of Work, the Oracle Entity and Provider Entity executing such Statement of Work shall be solely responsible for fulfilling its respective obligations under such Statement of Work.

  B.   Each Statement of Work shall reference this Agreement, and shall specify project details such as: the Services to be performed; the names of the Resource(s) (defined below) who will work on the project described in the Statement of Work; the compensation to be paid to Provider and payment obligations; progress reports that may be required; any acceptance criteria, deadlines or milestones for the completion of the Services; specifications for any deliverables; and other additional terms and conditions. Each employee of, and each independent contractor or subcontractor retained by, Provider that is involved in the Services under this Agreement shall be referred to individually as a "**Resource**" and collectively as the "**Resources**".

  C.   Oracle shall have no obligation to pay for any work performed prior to the execution of a Statement of Work and the issuance of a valid Oracle purchase order. Unless otherwise stated in the applicable Statement of Work, (i) payment of undisputed fees shall be net 45 days *[US Standard – Refer to the GLOBAL PROCURE-TO PAY-POLICY for country localizations]* from date of invoice, and (ii) all payment of fees and expenses under this Agreement shall be made in {Insert Local Oracle Subsidiary Currency FULL}.

  D.   Unless expressly agreed in a Statement of Work, Oracle shall not be obligated to reimburse Provider, and Provider shall be solely responsible, for any expenses incurred in connection with performance of the Statement of Work, including travel, food, hotel, housing, visas or other work permits and entertainment expenses. If a specific Statement of Work expressly provides that

expenses incurred by Resources are reimbursable, (i) all such expenses must be reasonable and actually incurred by the relevant Resource in furtherance of the Services being performed under the applicable Statement of Work, (ii) unless otherwise specifically set forth in such Statement of Work, all such expenses must adhere to Oracle's Supplier Travel and Expense Policy in effect at the time of the Services, (iii) any expense (or portion thereof) that is subject to rebate or credit from a third party shall be refunded by Provider to Oracle, and (iv) Provider shall submit to Oracle copies of receipts and other appropriate documentation when required per Oracle's Supplier Travel and Expense Policy.

E. The parties must mutually agree in writing to any change in the specified scope of Services, project scheduling and/or fees. Provider will continue performing the Services in accordance with the applicable Statement of Work until the parties agree in writing on the proposed changes. No fees or expenses shall be chargeable by Provider for any proposed change until a Statement of Work Amendment for such proposed change is signed by Oracle.

2. Resources

A. Resources involved in the performance of Services described within each Statement of Work at all times remain employees (or subcontractors, as applicable) of Provider. Provider will be responsible for direction, organization and management of Resources, by giving them appropriate orders and instructions to perform Services, by exercising all rights and by assuming all duties, risks and responsibilities that correspond to its position of employer. Provider will appoint a person within its own employees (or subcontractors, as applicable) to coordinate the Resources and to provide them any instructions with respect to the performance of the Services. Provider will perform Services by itself and at its own risk, with its own Resources and assuming the economic risk of such activity.

B. With respect to the assignment of Resources and provision of Services by such individuals, Provider agrees:

(i) For each Statement of Work, and subject to section 2.C below, Provider shall assign sufficient Resources who are qualified and of suitable experience, training and skills to provide the Services pursuant to such Statement of Work, including being fluent (verbal/oral, reading and written) in the English language.

(ii) Provider must verify the identity of its Resources and such Resources shall be authorized to work in any country required for the performance of any Services (including authorized to work in {insert local country} for the performance of any Services in {insert local country}).

(iii) Provider will be responsible for managing the process (including any required paperwork) related to Resources' travel to, and performance at, any locations as part of the Services.

(iv) Provider represents that it is aware of, understands and is in compliance with the labor, employment and immigration laws of any country (e.g., for the United States (including, without limitation, the Immigration Reform and Control Act (IRCA) of 1986, as amended)) in which Services are to be performed.

(v) With respect to Resources that are performing Services under a Statement of Work for Oracle in the European Union (EU), Provider will comply with its obligations under the EU Posted Workers Directive and any applicable local legislation which implements the

EU Posted Workers Directive. Within five (5) days of Oracle's request, Provider will furnish evidence to Oracle that the Provider has met the obligations and requirements under this section.

(vi) Without Oracle's prior written consent, Provider acknowledges and agrees that it shall not perform Services for Oracle or any Oracle Affiliate using any Resource who has been previously employed by Oracle as a full, part-time or temporary employee in the twenty-four (24) months immediately preceding the date such Resource is scheduled to perform such Services.

(vii) An assignment by a Resource cannot exceed the country-defined maximum length of Service period specified in the Contractor Length of Service (LOS) or Assignment Limits, By Country matrix ("**Maximum Assignment Period**") unless an exception is otherwise approved in writing by Oracle. The applicable country-defined Maximum Assignment Period is defined as per the country where the Resource is providing the Services. Once the Maximum Assignment Period is reached, the Resource must take the country-defined break from Oracle ("**Break in Service Period**") before the Resource may begin a new project for Oracle. The Maximum Assignment Period and Break in Service Period for the country or countries where Services will be performed will be made available upon request. The Maximum Assignment Period applies regardless of whether the Resource is working a single assignment or series of assignments.

C. Prior to assignment by Provider of Resources under this Agreement:

(i) Provider shall supply Oracle and/or the Client (as directed by Oracle) with the resumes of each Resource, and Oracle (and/or the Client, as applicable) shall have the opportunity, at its option, to interview any such Resource in order to confirm that the Resource has the experience and skills required to perform the Services. Provider warrants that the relevant consent of each Resource has been gathered to supply such resumes under Applicable Laws (as defined in section 8.B (Compliance with Laws) below) and that it will hold Oracle and the applicable Client(s) harmless in case of any claim arising from the delivery of such resumes of each Resource.

(ii) Provider, at its sole cost and expense, will complete and obtain appropriate visas, employment information, verification forms (e.g., U.S. Form I-9 and/or any successor forms thereto), and any other legal documentation required for its Resources to work in any country in connection with a Statement of Work required for the performance of any Services. Upon Oracle's request, Provider shall supply Oracle and/or the Client (as directed by Oracle) with written information on the employment and visa status of each Resource, including written information on the employer of any Resources who are subcontractor(s) of the Provider engaged in accordance with section 17 below, and a copy of Provider's immigration (e.g., U.S. Form I-9) compliance policies.

(iii) Unless otherwise stated in the applicable Statement of Work, with respect to each Resource that Provider intends to utilize in the performance of Services under this Agreement, Provider shall conduct, or ensure the Resource has received, as applicable, all tests, screenings, background checks, identification checks, and otherwise complies with, all requirements set forth in the Personnel Requirements Exhibit A attached hereto (the **"Required Screenings"**).

Provider acknowledges that the requirements of the applicable project may require that a Resource undergo or receive, as applicable, additional screenings, background checks, identification checks, as directed by Oracle or the applicable Client (the "**Additional Screening**"), which will be documented in the applicable Statement(s) of Work.

The Required Screenings as specified in Exhibit A and any Additional Screening must be conducted at the Provider's sole expense (a) prior to the Resource's commencement of Services performed for a Client under this Agreement unless such screenings were previously completed for the Resource or (b) as per the applicable Statement(s) of Work. At Oracle's request, Provider agrees to provide Oracle and/or a Client with an attestation substantially in the form attached hereto as Exhibit B, including any modifications as may be requested by Oracle and/or such Client, that verifies successful completion of the Required Screenings (including, any Additional Screenings, as applicable) pursuant to the terms of this Agreement and the applicable Statement(s) of Work.

Except as provided for under this Agreement, under no circumstance shall Provider disclose to Oracle, to a Client, or to any officer, director, agent, representative or employee of Oracle or of a Client, any Personal Information of any Resource or the details of the result of any background check conducted, except as required by applicable law, a governmental audit or credentialing agency audit. If such disclosure is required, Provider shall collect, transmit, handle and maintain in a secure manner consistent with its sensitivity and applicable data privacy and security laws and, to the extent possible, require similar treatment by any entity receiving this information. This shall include implementing reasonable security measures designed to prevent unauthorized access to information pertaining to the Resource's Required Screenings, which security measure will in no event be less than those set forth in the section titled "Confidential Information, Privacy and Security" of this Agreement and any applicable Statement(s) of Work.

Provider must disclose to an employee of Oracle who has a "need to know", for the purpose of coordinating staffing in connection with a Statement of Work, if an individual proposed by Provider is no longer qualified to perform Services.

(iv)   In addition to the Required Screenings referenced above, Provider warrants that their recruitment process has controls in place (e.g., training of recruiting and hiring managers, video or in-person interviews, human-based authentication, biometric authentication, automated solutions to detect fake candidates or documents) to thoroughly verify the identity and background of all Resources to prevent the hiring of fraudulent Resources (e.g., deepfakes, impersonation) by those who (a) are attempting to manipulate the hiring process, (b) provide fraudulent credentials and/or documents, or (c) are suspected of using artificial intelligence (AI) to misrepresent themselves or their skills and experience. If either party suspects or learns that a Resource is a fraud or misrepresented themselves, they shall immediately notify the other party and such Resource shall be immediately removed from providing Services under this Agreement.

(v)   Provider represents that it has, and agrees to maintain, a confidentiality agreement with each of its Resources who may have access to any Confidential Information sufficient to enable such Resources to comply with the terms of section 5 below. Provider further acknowledges that the requirements of an applicable project may require that each Resource assigned to perform Services in furtherance of such project execute a separate confidentiality agreement with Oracle and/or the Client, as set forth in the applicable Statement of Work.

(vi)   Provider agrees that prior to commencement of Services in the applicable Statement of Work, each Resource must complete or have previously completed all trainings (e.g., security, facility access, health and safety) as required by Oracle or a Client. In addition, Oracle or a Client may require a Resource(s) to undertake additional trainings in furtherance of the Services during their performance per the applicable Statement of Work.

Provider further acknowledges that it is solely responsible for any costs and expenses incurred by its Resources in completing the trainings described in this section or in the applicable Statement of Work.

Subject to Applicable Laws, Provider shall not assign any Resource to perform Services (and, if applicable, shall remove from assignment any Resource) under a Statement of Work that does not meet the requirements, including successfully passing the Required Screenings and any Additional Screening, and criteria specified in this section 2.C or the applicable Statement(s) of Work.

D.   Oracle shall notify Provider if Oracle is not satisfied with any Service, and Provider shall take reasonable corrective action to resolve Oracle's concerns. Provider will promptly remove any Resource providing Services if Oracle requests such action.

E.   Provider may remove a Resource from the Services for any reason by providing Oracle at least three (3) business days of advance written notice. In addition, Provider may remove a Resource at any time upon written notice to Oracle, in the event (i) the Resource's employment with Provider is terminated by Provider for cause (e.g., fraud, drug abuse, theft), (ii) the Resource resigns from the employment of Provider due to circumstances outside of the Provider's control, or (iii) the Resource is required to suspend its performance of Services due to an emergency outside of such Resource's or Provider's control (e.g., bereavement, death or significant medical illness of the Resource). Notwithstanding the foregoing, Provider agrees to use all commercially reasonable efforts to minimize the turnover and removal of any Resources that have been assigned to perform Services under this Agreement, unless otherwise requested by Oracle.

F.   Unless otherwise directed by Oracle, if a Resource is removed by Provider from the Services for any reason (including, pursuant to Oracle's request under section 2.D) then, at no additional cost and in accordance with the terms of this Agreement, Provider will promptly (i) assign a replacement Resource to the performance of the Services who has appropriate training, skills, and experience that is satisfactory to Oracle (the "**Replacement Resource**"), and (ii) provide Oracle with all documentation related to such Replacement Resource as required under this section 2 and the applicable Statement(s) of Work. In addition, if the removal of the Resource from the Services by Provider is pursuant to Oracle's request under section 2.D or for any reason other than those set forth in the second sentence of section 2.E, then (i) Oracle will not be required to pay for the first five (5) business days of Services performed by any Replacement Resource, and (ii) the parties agree to negotiate in good faith the fees which Provider will credit or refund, at Oracle's option, to Oracle for the applicable Statement of Work.

G.   Nothing in this section 2 shall be construed to limit Provider's obligations, or Oracle's rights and remedies, under this Agreement or any Statement of Work.

3.   Term and Termination

A. Unless this Agreement is terminated earlier as described below, Oracle may place orders for Services governed by this Agreement for a period of five (5) years from the Effective Date. This Agreement will continue to govern any Statement(s) of Work outstanding at the time of a termination of this Agreement as described below or the expiration of the order period described in the preceding sentence.

B. Either party may terminate this Agreement by providing the other party with ninety (90) days prior written notice.

C. Oracle may terminate any Statement of Work upon written notice to Provider.

D. Provider may terminate any Statement of Work if Oracle materially breaches its obligation to pay Provider undisputed fees due under this Agreement and fails to cure such breach within forty-five (45) days after written notice of such breach from Provider to Oracle.

E. Provider shall have no claim for damage, compensation, loss of profit, allowance, penalty or otherwise, by reason of, or directly or indirectly arising out of any action taken or notice given by Oracle under or pursuant to the provisions of this section 3, except as and to the extent in this section expressly provided.

F. Oracle and Provider understand and agree that the implementation of this Agreement will be enhanced by the timely resolution of any disputes or disagreements between the parties. Each party agrees to use reasonable efforts to resolve any disputes or disagreements as soon as possible.

G. Upon termination or expiration of this Agreement and/or any Statement of Work, Provider agrees to promptly return to Oracle all equipment, documentation, Confidential Information and any other materials provided to Provider and/or the Resources by Oracle or any Client(s) in connection with the Services provided under such Statement of Work or this Agreement, as applicable. In addition, termination of this Agreement and/or any Statement of Work shall not limit either party from pursuing any other remedies available to it, including injunctive relief. The parties' rights and obligations under sections of this Agreement that by their nature should survive the expiration or termination of this Agreement (including, sections 1, 4, 5, 6, 7, 8, 9, 10, 11, 13, 17, 19 and 20) shall so survive.

4.   Developments

The parties acknowledge and agree that Oracle owns all Intellectual Property Rights (as defined below) in and to the Developments (as defined below). Provider shall and hereby does assign (and cause each of its Resources to assign) to Oracle, at no additional charge, all right, title and interest in, and ownership of all Intellectual Property Rights in, the Developments and all extensions and renewals thereof. Provider agrees to execute, and cause its Resources to execute, a written assignment of such rights in and to the Developments to Oracle and any other documents necessary, as well as to provide any other lawful assistance reasonably required, for Oracle to establish, preserve or enforce its Intellectual Property Rights in the Developments. Unless prohibited under Applicable Laws, Provider hereby agrees not to assert at any time, and otherwise waives (and agrees to cause the Resources not to assert, and to otherwise waive), any "moral rights" that Provider may have in the Developments, and Provider hereby assigns (and cause each of its Resources to assign) to Oracle all moral rights therein. Provider shall provide to Oracle complete copies of all Developments (regardless of the state of completion) as requested by Oracle. Provider agrees not to introduce into

the Services and/or any Developments, (i) any open source code, or (ii) any information or materials (including, without limitation, any freeware or shareware) to which third parties (including, without limitation, Provider and/or any of its Resources) have any rights, including Intellectual Property Rights. "**Developments**" shall mean all software (source code and object code), hardware equipment (including components and spare parts thereto), tools, deliverables, technical data, specifications, procedures, documentation, products and inventions as well as all papers, records, designs, drawings, notes and other materials, prepared or produced by Provider, its Resources, employees, contractors and agents, under this Agreement or any Statement of Work or as part of the Services, including all modifications and improvements thereto. "**Intellectual Property Rights**" shall mean all intellectual property rights or proprietary rights, including patent rights (including, without limitation, patent applications and disclosures), trade mark rights (including, without limitation, service marks, registered designs, applications for any of those rights, trade and business names), copyrights, moral rights, and trade secret rights, and intellectual property rights of the same or similar effect or nature as the foregoing, recognized in any country or jurisdiction in the world. Any computer software Developments produced, provided or developed by Provider shall be accompanied by copies of fully commented source code sufficient to enable Oracle to operate, and replicate all applicable executables and data files in, such Developments.

5. <u>Confidential Information, Privacy and Security</u>

   A. <u>Confidentiality</u>
   Provider agrees to treat all Confidential Information as confidential information of Oracle, both during and after the term of this Agreement. "**Confidential Information**" means all information and material to which Provider or any Resource has access in connection with Services provided hereunder including, without limitation, (i) Data (as defined below), (ii) all Oracle Materials (as defined in section 18 (Oracle Materials) below) and the Developments, (iii) this Agreement and all Statements of Work (including, without limitation, all pricing and fees set forth in this Agreement and/or the Statements of Work), (iv) all test results (including, any benchmark tests), error data or other reports with respect to the Developments, Oracle Materials or otherwise prepared as part of the Services, (v) all material or information that is marked as confidential, and (vi) all other material or information that a reasonable person would consider to be confidential given the circumstances surrounding its disclosure and/or the nature of such material or information. Any Confidential Information received from, or otherwise pertaining to, a Client (including, without limitation, all Client's Data) ("**Client Confidential Information**") shall be deemed the Confidential Information of Oracle for purposes of determining Provider's obligations with respect to such information, and accordingly, unless otherwise stated, all references in this Agreement and the Statements of Work hereunder to Confidential Information of Oracle shall be deemed to include Client Confidential Information. Confidential Information received by a Resource shall be deemed to be Confidential Information received by Provider for purposes of determining Provider's obligations with respect to such information. Provider shall be responsible for the acts or omissions, in violation of this section, of the Resources receiving Confidential Information to the same extent as if such acts and omissions were performed by Provider.

   Except with respect to any Confidential Information that is Data, Confidential Information shall not include information which: (i) is or becomes a part of the public domain through no act or omission of Provider; (ii) was in Provider's lawful possession prior to the disclosure and had not been obtained by Provider either directly or indirectly from Oracle; (iii) is lawfully disclosed to Provider by a third party without restriction on disclosure; or (iv) is independently developed by Provider without reference to the Confidential Information.

Provider shall treat Confidential Information with at least the same degree of care that it uses to protect its own confidential and proprietary information of a similar nature, but no less than a reasonable degree of care under the circumstances, and shall not disclose, transmit or otherwise disseminate in any manner whatsoever Confidential Information to any third party except as specifically authorized by Oracle in writing. In addition, Provider shall use Confidential Information solely for purposes of performing its obligations under the applicable Statement of Work and this Agreement. Provider shall permit disclosure of the Confidential Information only to those of its personnel and Resources who have a "need to know" and who have acknowledged confidentiality obligations consistent with the obligations hereunder to protect Oracle's and Client's Confidential Information.

In the event that Provider receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information existing in any form (electronic or otherwise) of Oracle or Client, Provider shall, if legally permitted to do so, promptly notify Oracle and give Oracle a reasonable opportunity to defend such demand and/or obtain a protective order for such information. All Confidential Information furnished to Provider or any Resource shall remain solely the property of Oracle. Provider further agrees that all Confidential Information (including Data), and any other information received by Provider or any Resource from Oracle or any Client, including all copies in any form (electronic or otherwise), shall be returned to Oracle, or destroyed, as directed by Oracle, upon the earlier of Oracle's request or completion or termination of the applicable Statement of Work. Upon Oracle's request, Provider will confirm in writing that it has returned or destroyed all information in accordance with the preceding sentence.

Notwithstanding anything to the contrary in this Agreement and in addition to the above obligations, Provider agrees that it shall not, unless expressly authorized by Oracle in writing, (i) disclose any Data to any third parties, or (ii) use, store, maintain or process any Data. It is understood that in the event of a breach of this section, damages may not be an adequate remedy, and therefore Oracle shall be entitled to seek, without waiving any other rights or remedies under this Agreement, to injunctive or equitable relief to enjoin any such breach, threatened or actual.

B. Privacy and Security

Provider shall establish and maintain appropriate information security measures (including, without limitation, appropriate administrative, physical and technical safeguards) to ensure the protection of Confidential Information, including without limitation Data, from unauthorized disclosure, use, misuse, breach of security, or misappropriation which, at a minimum, shall meet or exceed the measures and safeguards set forth in the Oracle Supplier Information and Physical Security Standards ("**OSSS**"). Oracle may update the OSSS at its discretion to address evolving business risk, security standards and regulatory compliance requirements. The current version of the OSSS is available at http://www.oracle.com/corporate/supplier/index.html.

Provider acknowledges and agrees to the following:

(i) **SDPA.** To the extent the Provider is a Data Processor (as defined in the SDPA-P), the terms of the Oracle Supplier Data Processing Agreement ("**SDPA-P**") apply and, where applicable, shall supersede and replace any prior version of the data processing agreement for data processors. The applicable version of the SDPA-P is available at http://www.oracle.com/corporate/supplier/index.html.

(ii) **CCPA**. If Provider processes Personal Information pursuant to the California Consumer Privacy Act as amended ("**CCPA**"), the terms of the Oracle Supplier CCPA Service

Provider Addendum ("**CCPA Addendum**") apply. The applicable version of the CCPA Addendum is available at http://www.oracle.com/corporate/supplier/index.html.

(iii) **PCI.** If, as part of the Services performed under a Statement of Work, Provider stores, processes, transmits or is otherwise granted access to Cardholder Data (as such term is defined in the Payment Card Industry Data Security Standard ("**PCI DSS**")), Provider represents and warrants that: (i) for the duration of the Services, it shall fully comply with the applicable requirements of the then-current Payment PCI DSS; and (ii) all system and application configuration and deployment Services shall comply with the applicable PCI Software Security Framework ("**PCI SSF**").

C. Definitions
For purposes of this Agreement, the following definitions apply:

(i) "**Data**" shall mean (a) Personal Information (including, without limitation, the Personal Information of Oracle's and the Client's personnel, customers, or prospective customers), and (b) all of Oracle's and the Client's production and non-production information system environments (including, without limitation, development, test stage or backup environments), and all the information and data that resides on such environments.

(ii) "**Personal Information**" shall (a) have the same meaning as the term "Personal Data", "Personal Information", "personally identifiable information (**PII**)" or the equivalent term under applicable data protection law or, (b) where such term is not used in the context of a specific data protection law, mean any information that could be used to identify an individual, either directly or indirectly, including without limitation the individual's name; address; government identification/national identification number; phone number or e-mail address; passwords; or health, financial or employment information.

6. Independent Contractor

The parties agree that Provider and each Resource is an independent contractor and, as such, neither Provider nor any Resource is a partner, agent, employee, lobbyist or principal of, or joint venturer with, Oracle. In addition, the parties agree that the engagement of such Resources by Oracle is for temporary or specific project oriented assignments. Neither Provider, nor any of its Resources, will act for or in the place of Oracle in Oracle's relations with third parties or Clients. Nothing in this Agreement will be construed to grant Provider or its Resources any right or authority to create any obligation, express or implied, on behalf of Oracle or any Oracle Affiliate, or to bind Oracle, any Oracle Affiliate or Clients in any manner whatsoever. The parties further agree that Resources assigned to perform Services under this Agreement shall remain employees of Provider, or subcontractors of Provider, as applicable, and shall not be entitled to participate in any of Oracle's employee benefit plans, including but not limited to pension, profit sharing, retirement, deferred compensation, insurance, disability, bonus, vacation pay, severance pay and other similar plans, programs and agreements, whether or not reduced to writing. Provider agrees that it shall be solely responsible for fulfilling its obligations as the employer of the Resources under all applicable labor, employment and tax laws. Provider agrees that it shall be solely and entirely responsible for (i) its acts and omissions, and those of its Resources, and (ii) provision and payment to its Resources of all employee compensation and benefits of any kind, including without limitation, overtime pay, holiday pay, vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, and unemployment insurance benefits. Provider agrees to identify Resources as its own employees (or in the event Provider is using subcontractors, as the applicable subcontractors' employees), and will ensure identification systems differ from those used by Oracle, including,

without limitation, identification cards, e-mail or telephone numbers. In addition, Provider agrees to indemnify, defend and hold Oracle and the Oracle Affiliates harmless from and against any and all employment-related claims, demands, breaches, damages, losses and costs that (i) are asserted by any Resource against Oracle, any Oracle Affiliate or any Oracle client (including, without limitation, any claims related to personal injury that occurred during the performance of, or traveling in connection with, the Services), or (ii) arise out of claims that Resources are not authorized to work in the applicable country in which Services are being performed and/or out of claims of alleged violations of applicable employment and/or immigration laws. Provider acknowledges and agrees that Oracle has no obligation under this Agreement to order or otherwise acquire any services or products from Provider. As a condition of assignment to an Oracle project, Provider will require its Resources to acknowledge in writing the application of the terms of this section.

For Resources based in the United States, Provider agrees that it will offer "**minimum essential coverage**" under an "eligible employer-sponsored plan" to Resources (and their dependents) who are "full-time employees," as those terms are defined under section 4980H of the Internal Revenue Code (the "**Code**"). Provider further agrees that it will comply with the applicable employer information reporting provisions under sections 6055 and 6056 of the Code. Within five (5) days of Oracle's request, Provider will furnish evidence to Oracle that the Provider has met the obligations and requirements under this paragraph and the Patient Protection and Affordable Care Act. Provider shall be solely responsible for, and shall reimburse, indemnify, and hold Oracle harmless for any taxes, penalties, or other liabilities assessed against Oracle under section 4980H of the Code with respect to Resources assigned to Oracle due to Provider's failure to offer minimum essential coverage under section 4980H of the Code.

7.   Taxes

Provider will be responsible for any sales, use, excise, customs, value-added, services, consumption, and other taxes and duties ("**Taxes**") that (i) are payable by Provider on any goods or services that are used or consumed by Provider in providing Services under this Agreement and (ii) may be levied in relation to the Services. Any such Taxes that are required to be paid or paid by Oracle shall be reimbursed by Provider on receiving a demand from Oracle. Oracle may deduct or withhold from any amounts payable by it to Provider as may be required under applicable tax laws. Where withholding is required under applicable tax law, Provider shall reimburse Oracle for any such amount not withheld. Provider shall also be responsible for supplying Oracle with appropriate residency certificate(s) or other documentation which may be required for Oracle to properly withhold and remit any such amount. Oracle is not responsible for withholding or deducting from the compensation of Provider's Resources, employees, agents and subcontractors any sums for income taxes, social security taxes, compensatory taxes, unemployment compensation, medical, dental, workers' compensation or disability insurance coverage, pension or retirement plans or the like. Provider specifically agrees to properly report and pay any and all applicable Taxes and other payments lawfully due in connection with the compensation received under this Agreement.

8.   Representations and Warranties

A.   Conflict of Interest
Provider represents and warrants that there exists no actual or potential conflict of interest concerning the Services to be performed under this Agreement. Provider represents and warrants that its performance under this Agreement will not cause the breach of any agreement with another party or any obligation to keep in confidence the proprietary information of another party. Provider will not bring to Oracle or use in performance of Provider's duties under this Agreement

and any Statement of Work any materials or documents of another party considered confidential unless Provider has obtained written authorization from such party.

B. Compliance with Laws

Provider hereby represents and warrants to Oracle that it will fully comply with any and all applicable international, country, federal, provincial, state and local laws, codes, government regulations, rules and executive orders, including, without limitation, any such pertaining to tax, labor, employment, nondiscrimination, equal opportunity, foreign nationals working in {insert local country}, immigration, export, security, anti-bribery, privacy and data protection, applicable self-regulatory agencies, or market access for regulated products or services (collectively, the "**Applicable Laws**"). In addition, Provider shall (i) comply with all Applicable Laws relating to the hiring of former government and public sector employees or officials and their immediate family members, (ii) obtain all required permits and licenses necessary for it to comply with the Applicable Laws and provide the Services, and (iii) *[US Only]* comply with all Applicable Laws relating to the prevention of fraud and abuse in federal and state health care programs including 42 U.S.C. Section 1320a -7b(b) ("**Anti-Kickback Statute**") and 42 C.F.R. 1001.952. to the extent such Applicable Laws are applicable to Provider's and/or its Resources' performance of Services under a Statement of Work. To the extent the Anti-Kickback Statute is applicable to Provider under a Statement of Work, Provider agrees that upon Oracle's written request, Provider shall promptly provide documentation to Oracle to support its compliance with the Anti-Kickback Statute.

Provider shall (i) immediately notify Oracle in writing if it becomes aware of any noncompliance, and/or allegation of noncompliance, with Applicable Laws including, without limitation, if Provider reasonably believes that Applicable Laws may be violated, and (ii) in consultation with Oracle, immediately correct any such non-compliance at its sole cost and expense. Any Personal Information of Provider's Resources shared with Oracle may be maintained in or between Oracle's data centers globally and accessed by its global personnel for business purposes; accordingly, Provider agrees to provide all relevant notices and obtain any consents required to share such information with Oracle. Provider further agrees to assist Oracle in complying with those laws that are applicable to the Services or to Oracle's or the Client's receipt or use of the Services.

Provider agrees to indemnify, defend and hold Oracle and the Oracle Affiliates harmless from and against any and all penalties, fines, claims, damages, losses and costs that are caused by or arise out of Provider's (or its Resources') violation of, or failure to comply with, any Applicable Laws.

C. Equal Opportunity

Oracle is an equal opportunity employer and believes in providing employment to qualified minorities, women, persons with disabilities and protected veterans and expects Provider to recruit such candidates for positions in connection with Services provided to Oracle. Provider represents it is an equal opportunity employer and does not discriminate in employment of persons or awarding of subcontracts because of a person's race, sex, age, religion, national origin, protected veteran or disability status or in breach of any relevant anti-discrimination legislation in force from time to time.

D. Standard of Work

Provider hereby represents and warrants that the Services hereunder shall be of professional quality and performed consistent with highest accepted industry standards, and such Services and any Developments shall comply with the functions, specifications and delivery schedules

described for such Services and Developments and be in full compliance with the terms of this Agreement. Provider further represents and warrants that it shall, at a minimum, perform the Services and its obligations under this Agreement and any Statement of Work in accordance with any performance metrics described in the applicable Statement of Work. Provider shall, without additional compensation, promptly correct or revise any deficiencies, and/or omissions, in the delivery of the Services.

E. Developments, Provider Equipment
Provider represents and warrants that all Developments: (i) will not violate any patent, copyright, trade secret or other Intellectual Property Rights of any other party and (ii) do not include any open source code. Provider also represents and warrants that it owns or has the authority to use all Provider equipment and software that it uses to provide the Services under this Agreement.

Provider agrees, at its own expense, to supply all means, equipment and material resources necessary to provide the Services it is engaged to perform under this Agreement, including any equipment, software or other tools utilized by its Resources as may be specified in the applicable Statement of Work (the "**Provider Equipment**"). All Provider Equipment must, at a minimum, comply with the data protection and encryption requirements set forth in the OSSS and, as applicable, be operable and authorized for use in the country in which the Services are being performed. Notwithstanding the foregoing and as an exception, Provider may use Oracle's or a Client's facilities and Oracle Materials (as defined in section 18 (Oracle Materials) below) to the extent specified in a Statement of Work, or otherwise expressly required by Oracle to perform Services under this Agreement. With respect to any use of Oracle's or Client's facilities or Oracle Materials under the preceding sentence, Provider acknowledges that Oracle's obligations are limited to authorizing access to and use of any such facilities and materials by Provider's Resources, and that all such access and use are subject to the terms of this Agreement and any applicable Statements of Work including, the policies and procedures set forth in section 8.G (Compliance with Policies and Procedures), and section 8.I (Health and Safety), and the obligations and limitations set forth with respect to Oracle Materials in section 18 (Oracle Materials).

F. Right to Work
Provider hereby represents and warrants to Oracle that each Resource is eligible to work in every country in which such Resource is to perform Services.

G. Compliance with Policies and Procedures
Provider shall, and shall cause each of its Resources, to comply with all policies, procedures and directives applicable to the provision of Services and to the access and use of Oracle and/or Client facilities, including, without limitation, those involving security, computer network access, and the protection of data, and the maintenance of a drug free workplace. Provider represents and warrants that its access to and use of any Oracle or Client corporate network or other information system shall be subject to and in accordance with Oracle's Network Access Agreement (and/or any similar Client network access agreement as applicable) in effect at such time, and that only those Resources specifically authorized by Oracle shall access and use such network(s) and system(s).

Provider agrees at all times to comply at a minimum with, and cause each of its Resources to comply with, the OSSS.

Provider agrees to indemnify, defend and hold Oracle and the Oracle Affiliates harmless from and against any and all claims, demands, damages, liabilities, losses, costs and expenses that are

caused by, or arise out of, Provider's and/or the Resources' breach of the terms and conditions of this section.

H. <u>Prohibition of Destructive Elements</u>

Provider will not, and will ensure that the Resources do not, code or introduce Destructive Elements (as defined below) into the Services, the Developments, the Oracle Materials or the Oracle or Client production or non-production (i.e., test and development) information systems environments, including without limitation, the hardware and software components of Oracle's and/or Client's corporate network (such information systems environments and networks being collectively referred to as the "**Networks**"). Provider will use scanning mechanisms consistent with industry standards (i) to test and screen all Developments for Destructive Elements prior to such Developments provision to Oracle and/or any Client, (ii) to maintain an accurate inventory of the third-party components included in all developments, and (iii) to test and screen Provider's systems for Destructive Elements prior to accessing the Oracle and Client Networks. Upon detecting a Destructive Element, Provider shall immediately notify Oracle and, if instructed by Oracle, the affected Client, and the parties shall cooperate to eliminate or quarantine the Destructive Element while making every reasonable effort to continue to perform the Services. "**Destructive Elements**" means, collectively, all computer code, and any other associated software, firmware, hardware, computer system or network, that disrupt, disable, alter, damage, interfere with, share data in a manner not authorized by Oracle or the Client, harm, or otherwise impede in any manner, the Services, the Developments, the Oracle Materials or the Networks. Destructive Elements include, without limitation, unauthorized hardware, viruses and codes that are commonly referred to as "time bombs", "time locks", "drop dead" or "trap door" devices, "sniffers", "rootkits", "disabling devices", "worms" or "Trojan horse routines".

I. <u>Health and Safety</u>

Provider agrees to comply with, and cause its Resources to comply with, all Applicable Laws, policies and procedures governing health and safety and risk prevention matters at the workplace with respect to Services performed under this Agreement including, without limitation, the Oracle Contractor Safety Program, which is subject to change at Oracle's discretion. The current version of the Oracle Contractor Safety Program is available at https://www.oracle.com/corporate/suppliers.html.

Provider warrants that, prior to commencing the provision of any Services, it has provided and regularly provides Resources with all health and safety and risk prevention training required by Applicable Laws, as well as with information about health and safety risks associated with (i) the performance of the Services and the Resources' specific jobs and work activities, and (ii) Provider's general activity. Provider further warrants that prior to commencing the provision of any Service, it has reviewed, and caused its Resources to review all applicable Oracle and Client workplace health and safety, risk prevention and emergency policies and procedures including, the Oracle Contractor Safety Program.

Notwithstanding the above, Provider, as employer of the Resources assigned to perform the Services under this Agreement, shall be required to fulfill all employment health and safety obligations established under Applicable Laws. Upon Oracle's request, Provider shall provide reasonable documentation and information about the risks existing in its work centers from which Services are performed, and the protection, prevention and emergency measures in place therein.

J. <u>Debarment</u> *[US Only]*

Provider represents and warrants that neither Provider nor any Resource rendering Services is:

(i)   debarred under sections 306(a) or (b) of the Federal Food, Drug and Cosmetic Act (21 U.S.C. § 335(a) or (b)) as per the FDA Debarment List,

(ii)   the subject of a debarment action or is debarred pursuant to the Generic Drug Enforcement Act of 1992, nor the subject of a FDA disqualification proceeding or is disqualified as a clinical investigator pursuant to 21 C.F.R. 312.70, or 21 C.F.R. 812.110,

(iii)   the subject of an exclusion proceeding or excluded from participation in any federal, state or local government or agency procurement program, including, but not limited to, being suspended or debarred, or proposed for suspension or debarment, by any agency or department of the U.S. Government including checking against (a) the List of Excluded Individuals and Entities ("LEIE") from the U.S. Department of Health and Human Services ("HHS") Office of Inspector General ("OIG"), (b) the General Services Administration ("GSA") System for Award Management ("SAM") Exclusion Records, (c) the United States Department of Health & Human Services, Office of Research Integrity's PHS Administrative Action Bulletin Board, or

(iv)   otherwise subject to investigation or sanction substantially equivalent to (i)-(iii) above in any other jurisdiction.

If at any time during the term of Services under a Statement of Work and any additional time thereafter as may be required under Section 306(k) of the Food and Drug Act, any of the representations or warranties in this section are violated or Provider, or any of its Resources, are otherwise suspended, debarred, proposed for debarment, disqualified, or the subject of any exclusion proceeding, Provider will immediately (a) notify Oracle in writing of such event, and (b) with respect to any Resource(s) that are the subject of such violation, remove such Resource(s) from performance of Services under this Agreement in any capacity, and provide Oracle adequate replacements in accordance with the section titled "Resources".

J.   Debarment *[For Countries Outside of US]*
The Provider warrants on its own behalf and that of its Resources that it:

(i)   is not at present debarred, suspended or otherwise excluded from participating in any tender or procurement process and/or contracting with any governmental or commercial entity;

(ii)   has not previously been debarred or suspended or otherwise excluded from participating in any tender or procurement process and that no proceedings are ongoing, pending or threatened against it that could lead to such debarment, suspension, or exclusion; and

(iii)   is not under investigation or sanction by any governmental or regulatory authority and has no awareness of any pending or threatened investigation or sanction relating to it.

In the event that the Provider and/or its Resources are debarred, suspended or otherwise excluded from participating in any tender or procurement process and/or contracting with any governmental or commercial entity, Oracle shall have the right to terminate an applicable SOW with immediate effect. In the event of termination, Oracle shall have no liability to the Provider, except for payment for the Services rendered to Oracle up to the effective date of termination. The Provider shall immediately cease work upon receipt of the termination notice from Oracle and shall deliver to Oracle all work completed and in progress. Any prepaid fees for Services not yet provided to Oracle as of the effective date of termination shall be refunded to Oracle on a pro-rata basis. For the avoidance of doubt, such termination of an applicable SOW shall not be deemed to be the exclusive remedy for a breach of this section but shall be in addition to all other

remedies available to Oracle at law or equity, including but not limited to a claim for breach of contract and/or damages.

The Provider warrants that it is not prohibited by any applicable law, regulation or governmental or regulatory order from providing the Services. The Provider warrants that it will comply, at the Provider's expense, with all applicable laws, regulations, and governmental and regulatory orders in the performance of its obligations under this Agreement.

9. <u>Infringement Indemnification</u>

A. If a third party makes a claim against the Provider that any information, design, specification, instruction, software, services, data, or material ("**Material**") furnished by Oracle, and used by Provider infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend Provider against the claim and indemnify Provider from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle. If a third party makes a claim (including a claim brought by the Client that results from a third-party claim, suit or proceeding) against Oracle, an Oracle Affiliate and/or the Client that any Material furnished by Provider, and used by Oracle, the Oracle Affiliate and/or the Client infringes its intellectual property rights, Provider, at its sole cost and expense, will defend Oracle, the Oracle Affiliate and the Client against the claim and indemnify such entity(ies) from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by the Provider. An entity providing Material under the preceding two sentences is referred to herein as the "**Indemnifying Party**" and the entity(ies) receiving Material are referred to herein as the "**Indemnitee**".

B. The defense and indemnification obligations of an Indemnifying Party set forth above are subject to: (i) if Provider is the Indemnifying Party, (a) Oracle notifying the Provider in writing within thirty (30) days after Oracle receives notice of the claim (or sooner if required by applicable law); (b) Provider having sole control of the defense and all related settlement negotiations; and (c) Oracle providing Provider with the assistance, information, and authority reasonably necessary for Provider to defend against or settle the claim; reasonable out-of-pocket expenses incurred by Oracle in providing such assistance will be reimbursed by Provider, or (ii) if Oracle is the Indemnifying Party, (a) Provider notifying Oracle in writing within thirty (30) days after Provider receives notice of the claim (or sooner if required by applicable law); (b) Oracle having sole control of the defense and all related settlement negotiations; and (c) Provider providing Oracle with the assistance, information, and authority reasonably necessary for Oracle to defend against or settle the claim; reasonable out-of-pocket expenses incurred by Provider in providing such assistance will be reimbursed by Oracle.

C. The Indemnifying Party shall not settle any claim in respect of which indemnity may be sought hereunder without the Indemnitee's written consent if such settlement: (i) affects any rights of the Indemnitee with respect to any Developments; (ii) imposes any liability upon the Indemnitee not subject to indemnification under this section 9; or (iii) contains or implies any wrongful action or inaction or any admission of wrongdoing (other than with respect to acknowledging the Indemnitee's use of the relevant Material), by or with respect to the Indemnitee.

D. The Indemnifying Party shall have no liability for any claim of infringement resulting from: (i) the Indemnitee's use of a superseded or altered release of some or all of the Material if infringement would have been avoided by the use of a current unaltered release of the Material which the Indemnifying Party provides to the Indemnitee; or (ii) any information, design, specification, instruction, software, data, or material not furnished by the Indemnifying Party.

E. In the event that some or all of the Material is held or is believed by the Indemnifying Party to infringe, the Indemnifying Party shall have the option, at its expense: (i) to modify the Material to be non-infringing (while substantially preserving its utility or functionality); or (ii) to obtain for the Indemnitee a license to continue using the Material. If it is not commercially reasonable to perform either of the above options, then the Indemnifying Party may require from the Indemnitee return of the infringing Material and all rights thereto.   Upon return of the infringing Material to the Indemnifying Party, the Indemnitee may terminate the Statement of Work with ten (10) days' written notice and: (i) if Provider is the Indemnifying Party, Oracle shall be entitled to a refund of the fees paid for the infringing Material and for any Developments rendered unusable for their intended purpose as a result of the return to Provider of the infringing Material; or (ii) if Oracle is the Indemnifying Party, Provider shall be entitled to payment of all fees not subject to dispute that have accrued prior to the effective date of termination or are otherwise owed by Oracle under the Statement of Work.

F. **This section 9 states Oracle's and Provider's exclusive remedy for any intellectual property infringement claims or damages.**

10.   General Indemnification

Provider agrees to indemnify, defend and hold Oracle and the Oracle Affiliates, harmless from and against any and all claims, demands, breaches, damages, liabilities, losses, costs and expenses that are caused by, or arise out of Services performed by, and any Developments provided by, Provider or any Resource under this Agreement and any Statement of Work.

11.   Limitation of Liability

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, OR REVENUE. Oracle and Provider agree that the preceding sentence shall not apply to limit: (i) a party's indemnification obligations under this Agreement and/or any Statements of Work, (ii) a party's liability for claims, demands, losses, damages, costs or expenses relating to, or arising from, bodily injury or death of any person, (iii) Provider's liability for violation of Oracle's or a Client's Intellectual Property Rights, (iv) Provider's liability for claims, demands, losses, damages, costs or expenses relating to, or arising from, its negligence or willful, or reckless misconduct, (v) Provider's liability for claims, demands, losses, damages, costs or expenses relating to property of Oracle or its Clients (including, without limitation, Client's computer systems), (vi) Provider's liability for breach of section 5 (Confidential Information, Privacy and Security) of this Agreement and (vii) Provider's liability for breach of any employment related terms and obligations under this Agreement or any Statement of Work with respect to its Resources.

12.   Reports

Provider shall submit written reports regarding the Services as requested by Oracle.

13.   Verification and Audits

Provider shall retain records and supporting documentation, (i) with respect to Services and Developments provided hereunder, for a period of four (4) years from the completion of the applicable Statement of Work, and (ii) with respect to fees and expenses (including, without

limitation, all receipts and invoices) paid or payable by Oracle under this Agreement, for a period of seven (7) years from the completion of the applicable Statement of Work.

Oracle shall have the right to examine the Developments at any time. In addition, upon notice from Oracle, Provider shall provide (and cause it Resources to provide) Auditor(s) (as defined below) with access to records and documentation (including, policies, processes and procedures), personnel, facilities, systems, and any other information that is reasonably necessary for Oracle and/or such Auditor(s) to audit and to determine (i) Provider's compliance with the terms of this Agreement and any Statement of Work, as well as all Applicable Laws, and (ii) that the fees and expenses charged by Provider in connection with a Statement of Work are accurate and are in accordance with such Statement of Work and this Agreement. For purposes of this section, "**Auditor**" refers to each of the following: Oracle, our Client(s), a regulator or other supervisory authority of Oracle or a Client, as well as any agents of the foregoing.

Provider agrees to notify Oracle of any inspection of its facilities or any relevant process or procedure by any competent governmental authority. Provider shall, within thirty (30) business days, issue an informal report of such inspection for Oracle's information. Provider further agrees (i) to make its facilities available for and cooperate with any inspections/audits by governmental authorities as reasonably requested by Oracle, (ii) to implement reasonable compliance requests as directed by any governmental authority, and (iii) to immediately inform Oracle of the receipt of any communications from any governmental authority or agency relating to activities under a Statement of Work or this Agreement, and to consult with Oracle in formulating a response.

14.   Notice

Unless otherwise specified in a Statement of Work, all notices to Oracle required under this Agreement or a Statement of Work shall be in writing and must be delivered in person, or by means evidenced by a delivery receipt, and will be sent to: {insert local Oracle subsidiary name and appropriate mailing address – ok to include "Attn: General Counsel" or something similar.}

15.   Ethical Business Practices

Provider acknowledges and agrees that its owners, directors, officers, Resources, employees or agents have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. Provider agrees to accurately document all transactions related to this Agreement in its financial books, records, statements, and in reports or other documents provided to Oracle. Provider agrees to comply with, and to cause each of its Resources to comply with, the terms of the Oracle Supplier Code of Ethics and Business Conduct, which is available at https://www.oracle.com/corporate/suppliers.html. Provider agrees that the handling and disbursement of funds related to an Oracle transaction must be pursuant to a duly authorized Oracle written contract with clearly defined procedures. No undisclosed or unrecorded fund or asset related to any Oracle transaction may be established or maintained for any purpose. Provider agrees that any violation of this section constitutes just cause for the immediate termination by Oracle of this Agreement without any liability incurred by Oracle to Provider. Provider will also indemnify and hold Oracle and the Oracle Affiliates harmless from any claims, losses and liabilities resulting from any breach of any of Provider's obligations under this section. Oracle may audit the records of Provider for the purpose of determining compliance with this section. The obligations under this section survive the termination or expiration of this Agreement.

16.   Insurance

Without limiting Provider's liability to Oracle or third parties in any way, and subject to any alternative amounts contained in a Statement of Work, Provider must, at its sole cost and expense, continuously maintain insurance with at least the following minimum coverage in U.S. Dollars *[for countries outside of US include: (or the equivalent amount in {Insert Local Oracle Subsidiary Currency FULL})]*:

A.   Commercial General Liability - $1,000,000 each occurrence and $2,000,000 in aggregate (covering bodily injury, property damage and contractual liability);

B.   Professional Liability/Errors and Omissions - $5,000,000;

C.   Cyber Liability - $5,000,000;

D.   Automobile Liability - $1,000,000 combined single limit for all owned, non-owned and hired autos used by Provider, its Resources in performing work or providing Services under this Agreement;

E.   Employer's Liability - $1,000,000 each occurrence, including bodily injury coverage;

F.   Umbrella/Excess Liability - $5,000,000 each occurrence and aggregate;

G.   Worker's Compensation - The applicable statutory minimum (with waiver of subrogation for the benefit of Oracle); and

H.   Commercial Crime - $2,000,000.

Provider further agrees to maintain any other coverage required by any relevant legislation in order for Provider and its Resources to comply fully with all relevant statutory requirements relating directly or indirectly to the performance of this Agreement and all Statements of Work hereunder. All above coverages shall remain in effect during the term of this Agreement and any Statement of Work placed hereunder.

Provider's insurance policies shall be primary to Oracle's insurance with respect to any loss, damage, or other liability arising out of any action or inaction by the Provider or its Resources. In the event Provider uses third party subcontractors to perform Services, it will be responsible for confirming that such subcontractors have the same levels of insurance as dictated above.

Provider shall name Oracle, its officers, directors, employees and agents as an Additional Insured under its General Liability, Automobile Liability, Employer's Liability, Professional Liability/Errors and Omissions and Excess Liability policies. Provider shall provide Oracle (or at Oracle's direction, a Client) with a certificate of insurance evidencing this coverage, including additional insured endorsement, upon Oracle's written request. All insurance policies shall contain endorsements requiring the applicable insurers to send Oracle thirty (30) day written notice of the material change, cancellation or termination of any insurance policy during the term of this Agreement and all Statements of Work hereunder. Should Provider fail to maintain continuous insurance coverage as set forth in this section, Oracle may charge Provider for the cost of obtaining similar protection as well as any claim that would have been paid had the above-described insurance coverage been maintained. Provider agrees to indemnify Oracle for any claims, damages, costs, or expenses related to Provider's failure to procure and maintain the above noted minimum insurance levels.

Oracle's waiver of any of said insurance is not intended to and shall not in any manner limit Provider's liabilities or obligations pursuant to this Agreement, including but not limited to, any provisions concerning indemnification.

17.   Assignment, Subcontractors and Location of Services

Provider may not assign or otherwise transfer (including, without limitation, by operation of law, merger, or change in control) any of its rights or delegate any of its obligations under this Agreement without Oracle's prior written consent. Provider shall not use any third party (including, without limitation, any independent contractor or an affiliate of the Provider) in connection with its performance under this Agreement or any Statement of Work without Oracle's prior written consent. If Oracle consents in writing to subcontracting of specific obligations, then Provider acknowledges and agrees that (i) Provider is not allowed or authorized to make any representations relating to Oracle without the expressed prior written consent of Oracle; (ii) such subcontractor shall be subject to the terms and conditions of this Agreement and the applicable Statement(s) of Work;(iii) Provider shall cause such subcontractor to execute and provide to Oracle any other appropriate documentation as may be requested by Oracle prior to use of such subcontractor by Provider in the provision of any Services; and (iv) Oracle reserves the right to terminate Provider's use of any subcontractors for any reason whatsoever, immediately upon notice to Provider, and Provider shall replace such subcontractors with a qualified resource(s) for completing the Services. Provider will remain responsible and fully liable for the performance of all its obligations under this Agreement and the applicable Statement(s) of Work by its subcontractors and shall assume any and all liability caused by, or in any way contributed to, any acts or omissions of its subcontractors. In no event shall Oracle have any liability to Provider's subcontractors. It will be Provider's responsibility to manage its subcontractor relationships. Notwithstanding anything to the contrary in this Agreement, neither Provider nor Resources shall perform Services outside {insert local country}, except as expressly set forth in a Statement of Work.

18.   Oracle Materials

Except to the extent specified in a Statement of Work or as otherwise expressly required by Oracle in order to perform the Services, under this Agreement Oracle does not grant Provider any right to use or access Oracle Materials (as defined below); and Provider acknowledges and agrees that it and the Resources may not access or use such Oracle Materials. Provider further acknowledges that Oracle, the applicable Client or their licensors retain all ownership and Intellectual Property Rights to the Oracle Materials. Neither Provider nor its Resources will remove any proprietary rights, notices or other Oracle or Client, as applicable, logos or identifiers attached to the Oracle Materials. Provider further agrees that it will take no action to vest or assert title or other ownership or intellectual property interest in the Oracle Materials in Provider.

To the extent Provider and/or its Resources are provided access to and/or use of Oracle Materials as part of the Services under this Agreement, Provider acknowledges and agrees that (i) Provider and its Resources may access and use such Oracle Materials solely to the extent permitted under, and necessary to perform the Services as described in, the applicable Statement(s) of Work and this Agreement, (ii) Provider's and its Resources' access and use of such Oracle Materials shall be subject to the terms of this Agreement, all applicable Statements of Work and any other terms and documentation (including, Client or other third party license agreements) that Oracle may provide with the Oracle Materials, (iii) such Oracle Materials are provided on an "as is" basis, without any warranty of any kind, express or implied, including but not limited to implied warranties of non-infringement, merchantability or fitness for a particular purpose, and (iv) Provider will not, and will

not authorize any third party to: (a) modify, copy, or otherwise reproduce the Oracle Materials in whole or in part; (b) reverse engineer, decompile, disassemble, or otherwise attempt to derive any code or structure applicable to, such Oracle Materials; or (c) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, or otherwise transfer the Oracle Materials or Provider's right to use the Oracle Materials. In addition, unless otherwise specified in the applicable Statement of Work, Provider shall, at its cost, immediately return to Oracle (or, as applicable, the Client) the Oracle Materials, and all rights to use and access such materials shall immediately end, upon the earlier of, (1) termination of this Agreement, (2) termination of the applicable Statement of Work under which access and/or use of the subject Oracle Materials was authorized, (3) Oracle's (or, as applicable, the Client's) request, or (4) such earlier date as set forth in the applicable Statement of Work. With respect to Oracle Materials that are hardware equipment or tools (e.g., laptops, spare parts, etc.), all such Oracle Materials that Provider returns to Oracle must include the same components as received by Provider, and must be in good operating order and condition. Provider will reimburse Oracle for any loss or damage to the Oracle Materials sustained during the time such Oracle Materials are in their possession or control, except for reasonable wear and tear.

"**Oracle Materials**" shall be defined as software, AI systems and models, hardware equipment (including, components and spare parts thereto), documentation, code, tools, training materials, utilities, and methodologies developed by or for Oracle or the applicable Client, or otherwise owned or licensed by Oracle or the applicable Client, including all processes, data, information, techniques, concepts, procedures and tables embodied or contained in such materials, and all improvements, fixes, releases, spare parts, diagnostics, updates and Intellectual Property Rights related thereto.

19.   Governing Law, Jurisdiction

This Agreement and any action arising hereunder shall be construed in accordance with and be governed by the laws of the State of California in the United States, without regard to the conflict of laws provisions thereof or the United Nations Convention on the International Sale of Goods. Any legal action or proceeding relating to this Agreement or any Statement of Work shall be instituted in any state or federal court in San Francisco or Santa Clara counties, California. Provider and Oracle agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

20.   Export Control of Information

Provider warrants that it will fully comply with all United States and any other relevant local export laws and regulations (including "deemed export" and "deemed re-export" regulations) to assure that no Developments, Oracle Materials, data, information and/or materials in connection with the Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

21.   Publicity

Provider shall not use or furnish the name or trademark of Oracle or any Client as a reference or in any advertising, announcement, press release, publicity or other promotional materials without the prior written consent of Oracle's President or a Vice President of Marketing. The terms of this Agreement, any Statement of Work, and any Services provided to Oracle or any Client, are Confidential Information and shall be held in confidence in accordance with section 5.

22.   Severability and Waiver

If any provision or provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The waiver by either party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

23.   Entire Agreement

This Agreement, including any Statement(s) of Work, contains the entire agreement between the parties and no alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. This Agreement supersedes all previous and contemporaneous agreements, proposals, or representations, written or oral, concerning the subject matter of this Agreement. It is expressly agreed that the terms of this Agreement and the Statement of Work(s) shall supersede the terms in any Provider invoice or other non-Oracle document and no terms included in any such invoice or other non-Oracle document shall apply to the Services ordered hereunder. Neither this Agreement nor a Statement of Work may be modified or amended except in a writing signed by a duly authorized representative of each party; no other act, document, usage, or custom shall be deemed to amend or modify this Agreement or a Statement of Work. The parties agree that the terms and conditions of this Agreement and each Statement of Work are the result of negotiations between the parties, and that this Agreement and each Statement of Work shall not be construed in favor of or against any party by reason of the extent to which any party or its professional advisors participated in the preparation of this Agreement and each Statement of Work. In the event of a conflict between the terms of this Agreement and the terms of a Statement of Work, the terms of the Statement of Work shall prevail. In the event of a conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of the exhibit shall prevail.

The Effective Date of this Agreement is _____. (DATE TO BE COMPLETED BY ORACLE)

INSERT LEGAL NAME OF PROVIDER: **[INSERT LOCAL ORACLE SUBSIDIARY NAME]:**

Signature: _____   Signature: _____

Name: _____   Name: _____

Title: _____   Title: _____

Signature Date: _____   Signature Date: _____

EXHIBIT A – PERSONNEL REQUIREMENTS

I. For Resources based in North America countries, the following applies:

A. Required Checks, Screenings and Tests
With respect to each Resource, Provider has conducted the following checks, screenings and tests:

1. Criminal Background Check
A check of public records, to the extent available at the county and federal level, where the Resource has established credit, worked or attended school in the seven (7) years preceding the date of the check. With respect to US based Resources, the foregoing check should include all locations where the employee has established credit in the United States as determined by the SST, as well as at the national level. The check under this section is for felony and misdemeanor convictions within the seven (7) years preceding the date of the check.

Disqualifiers: Subject to individual assessment in accordance with applicable laws and agency guidance, criminal convictions that involve violence (e.g., murder, human trafficking), theft, fraud (e.g., embezzlement, money laundering, forgery), computer crime, or the unlawful possession, sale or use of illegal or controlled substances, or other criminal convictions that would indicate the individual is not fit for the position applied for or assigned to.

Exemptions from Disqualification. The following should be excluded from Provider's evaluation of an individual's qualification to serve as a Resource under this Agreement and any Statement of Work:

- Arrests that have not resulted in conviction (pending criminal cases should be reviewed after final disposition).
- A criminal conviction where a diversion program was successfully completed and the case was discharged or judicially dismissed.
- A criminal conviction for which court records have been sealed or expunged.
- A criminal conviction where the date of disposition, parole or release from prison was more than 7 years ago.
- A conviction for certain marijuana-related offenses (such as possession of less than 28.5 grams or one ounce of marijuana, or possession of marijuana-related paraphernalia).

2. Employment Verification
To the extent records are available, verification of the Resource's previous three (3) employer(s) within the five (5) years preceding the date of the check.

Disqualifiers: Unable to reasonably verify, to the extent records are available, the Resource's previous three (3) employer(s) within the five (5) years preceding the date of the check. False or misleading information (including by omission) submitted on an employment application or resume.

3. Education Verification
To the extent records are available, verification of the Resource's highest degree or certifications indicated on the Resource's employment application or resume.

Disqualifier: Unable to reasonably verify, to the extent records are available, the Resource's educational degrees or certifications indicated on an employment application or resume.

II. For Resources based in EMEA countries, the following applies:

A. Required Checks, Screenings and Tests
With respect to each Resource, Provider has conducted the following checks, screenings and tests:

1. **Employment Verification**
To the extent records are available, verification of the Resource's previous five (5) years of overall employment history including any periods of unemployment and self-employment.

> **Disqualifiers:** Unable to reasonably verify, to the extent records are available, the Resource's previous five (5) years of overall employment history. False or misleading information (including by omission) submitted on an employment application or resume.

2. **Education Verification**
To the extent records are available, verification of the Resource's highest educational degree or certification indicated on the Resource's application or resume.

> **Disqualifier:** Unable to reasonably verify, to the extent records are available, the Resource's highest educational degree or certification indicated on the Resource's application or resume.

3. **Address Check**
For Resources based in the United Kingdom, to the extent records are available, verification of the Resource's address should cover the three (3) years preceding the date of the check.

4. **Additional Screening**
For Resources based in the United Kingdom, the following additional screening requirements shall apply:
   - Financial probity check;
   - Proof of identity check;
   - Professional qualifications check if such qualifications are necessary for the performance of the Services by the Resource; and
   - Right to work check.

> **Disqualifier:** Unable to reasonably verify, to the extent records are available, verification of the Resource's financial probity, proof of identity and where applicable, professional qualifications.

For Resources based in non-{insert local country} locations, a Provider shall perform background checks substantively equivalent to the above checks, to the extent allowable under Applicable Laws and regulations.

III. For Resources based in JAPAC countries, the following applies:

A. Required Checks, Screenings and Tests
With respect to each Resource, Provider has conducted the following checks, screenings and tests:

1. **Criminal Background Check** *{Remove this section for Singapore, Hong Kong, South Korea, Taiwan, Japan and Macau (as criminal checks are generally not allowed in these jurisdictions)}*

Where allowable under local law, a check of public criminal records for the Resource within the seven (7) years preceding the date of the check.

> **Disqualifiers**: Subject to Applicable Laws and except where a case was discharged or judicially dismissed, criminal convictions that involve the following: violence (e.g., murder, human trafficking), theft, fraud (e.g., embezzlement, money laundering, forgery), computer crime, or the unlawful possession, sale or use of illegal or controlled substances, or other criminal activity that would indicate the Resource is not fit to perform Services in connection with the Statement of Work.

2. **Employment Verification**
To the extent records are available, verification of the Resource's previous three (3) employer(s) within the five (5) years preceding the date of the check.

> **Disqualifiers:** Unable to reasonably verify, to the extent records are available, the Resource's previous three (3) employer(s) within the five (5) years preceding the date of the check. False or misleading information (including by omission) submitted on an employment application or resume.

3. **Education Verification**
To the extent records are available, verification of the Resource's highest educational degree or certification indicated on the Resource's application or resume.

> **Disqualifier:** Unable to reasonably verify, to the extent records are available, the Resource's highest educational degree or certification indicated on the Resource's application or resume.

For Resources based in non-{insert local country} locations, a Provider shall perform background checks substantively equivalent to the above checks, to the extent allowable under Applicable Laws and regulations.

IV. For Resources based in LAD countries, the following applies:

A. **Required Checks, Screenings and Tests**
With respect to each Resource, Provider has conducted the following checks, screenings and tests:

1. **Criminal Background Check** *{Remove this section for Brazil, Chile, Peru and Uruguay (as criminal checks are generally not allowed in these jurisdictions).}*

Where allowable under local law, a check of public criminal records for the Resource within the seven (7) years preceding the date of the check.

> **Disqualifiers**: Subject to Applicable Laws, criminal convictions that involve the following: violence (e.g., murder, human trafficking), theft, fraud (e.g., embezzlement, money laundering, forgery), computer crime, or the unlawful possession, sale or use of illegal or controlled substances, or other criminal activity that would indicate the Resource is not fit to perform Services in connection with the Statement of Work.

2. **Employment Verification**
To the extent records are available, verification of the Resource's prior employment. Typically, this check should include verification of the Resource's previous employment within the five (5) years preceding the date of the check.

Disqualifiers: Unable to reasonably verify, to the extent records are available, the Resource's previous employment within the five (5) years preceding the date of the check. False or misleading information (including by omission) submitted on an employment application or resume.

3. **Education Verification**

   To the extent records are available, verification of the Resource's highest educational degree or certification indicated on the Resource's application or resume.

   Disqualifier: Unable to reasonably verify, to the extent records are available, the Resource's highest educational degree or certification indicated on the Resource's application or resume.

For Resources based in non-{insert local country} locations, a Provider shall perform background checks substantively equivalent to the above checks, to the extent allowable under Applicable Laws and regulations.

V. For Resources based in all countries, the following applies:

   Global Sanctions and Enforcement Checks

   A check of the most recently published, at the time of the check, Office of Foreign Assets Control Specially Designated Nationals and Blocked Persons List maintained by the United States Department of the Treasury ("**SDN List**").

   Disqualifier: Resource's confirmed listing on the SDN List.

   In addition to SDN List check above, Provider certifies that, as of the date of its check, neither Provider, nor to its knowledge, its Resources are on any global sanctions and enforcement check lists.

   Disqualifier: Provider and/or any of its Resources appear on any global sanctions and enforcement check lists.

   Provider certifies that, as of the date of its check, the Resource does not violate any of the representations and warranties listed in the subsection titled "Debarment" of the section titled "Representations and Warranties" of this Agreement.

   Disqualifier: Resource's confirmed violation of any of the representations and warranties listed in the subsection titled "Debarment" of the section titled "Representations and Warranties" of this Agreement.

For Resources based in non-{insert local country} locations, a Provider shall perform background checks substantively equivalent to the above checks, to the extent allowable under Applicable Laws and regulations.

EXHIBIT B – SAMPLE ATTESTATION FORM

[Provider: Place letter on Provider letterhead, specifying legal name and address of Provider as needed for the applicable Statement of Work]

[Insert today's date]

{Insert Local Oracle Subsidiary name}
{Insert Local Oracle Subsidiary address}

Subject: **Confidential** Confirmation of Checks, Screenings and Tests

To Whom It May Concern:

This is to notify you that an investigation was conducted on the following Resource(s):

Name of Resource	Date of Checks, Screenings and Tests
[Insert Name of Resource – First and Last Name]	*[Insert Date]*

The company performing the investigation was: *[Insert name of screening company and contact information]*. The scope of the investigation included the following: *[Modify the following list based on what is included in Exhibit A above for the applicable country/region.]*

- Global Sanctions and Enforcement Checks
- Criminal background check
- Employment verification
- Education verification
- Address Check
- Financial probity check
- Proof of identity check
- Professional qualifications check if such qualifications are necessary for the performance of the Services by the Resource
- Right to work check

No disqualifying information was identified as a result of this investigation.

If you have any questions regarding the above, or need any of the applicable results for a client government or credentialing agency audit, please contact *[Insert name of contact]* at *[Insert contact phone and email]*.

Sincerely,

[Insert signature]

[Insert name and title]