



## ORACLE HEALTH SUPPLEMENTAL TERMS - MSA

These Oracle Health Supplemental Terms - MSA (these “**Supplemental Terms**”) supplement the Agreement referenced in the email or letter to which these Supplemental Terms are incorporated (the “**Engagement Notice**”) for purposes of Services performed under the Engagement Notice by Provider during the Interim Period. Capitalized terms used but not otherwise defined in these Supplemental Terms will have the meaning attributed to them in the Engagement Notice, or if such terms are not defined in the Engagement Notice, then such terms will have the meaning attributed to them in the Agreement.

1. 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 a SOW 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 a SOW.

2. Invoicing

Provider shall submit invoices within **five (5)** business days of invoice date, using an Oracle preferred invoicing method (options by country). See the Oracle Suppliers portal (<https://www.oracle.com/corporate/suppliers/>) for more information about billing Oracle. Oracle reserves the right to (i) request a rebill with a new invoice date for invoices received exceeding this stated period and (ii) reject any invoice that does not include a valid Purchase Order number.

Provider’s invoice shall contain the following information as applicable: (i) Purchase Order number, (ii) PO line-item number, (iii) the amount of approved Services Hours and any expenses, (iv) a description of work performed, and (v) any other information and/or supporting documentation as required and/or Oracle may reasonably request. Oracle reserves the right to reject any invoice that does not include the above information (if applicable). Any applicable taxes shall be shown separately on the invoice.

Unless otherwise directed by Oracle in writing, Provider shall invoice Oracle monthly in arrears for Service Hours performed and any expenses incurred in such month.

Provider will not invoice Oracle for administrative tasks (e.g., entering time and expenses, time

spent completing device setup, access requests, account creation, and/or account activation), except with Oracle's express prior written consent.

Provider will not invoice Oracle for a Resource's travel time to and from the location at which the Services are being performed, unless the Resource actually performs Services during such travel, in which case the actual time spent performing the Services while traveling can be invoiced.

Unless otherwise specified in any written agreement, Oracle shall not be obligated to pay Provider for Services performed and/or any expenses incurred more than one-hundred eighty (180) calendar days prior to Provider's invoice date.

3. Work Product

**"Work Product"** as used in the Agreement means any developments or works of authorship in any form of expression including, without limitation, manuals and software, created by Provider or its Resources under or related to the Agreement, including any form of software or hardware (or components or code thereof) so delivered or provided by Provider for Oracle or the Oracle Affiliates in connection with the Services and any form of intellectual property arising from, related to, covering or embodied in the Work Product. In addition, Provider represents and warrants that all Work Product under a SOW does not include any open-source code.

4. Confidentiality and Security

In connection with the Services under a SOW, Provider acknowledges and agrees that Oracle may disclose Provider's Confidential Information to a Client for which such Services are being performed, without Provider's consent. Additionally, the Confidential Information of a Client shall be deemed the Confidential Information of Oracle for purposes of determining Provider's and its Resources obligations with respect to such information, and accordingly, unless otherwise stated, all references in the Agreement, these Supplemental Terms and a SOW to Oracle Confidential Information shall be deemed to also include the Confidential Information of the applicable Client.

Provider acknowledges and agrees that its Resources must hold Oracle Confidential Information in confidence pursuant to terms no less protective than the terms in a SOW and the Agreement (as supplemented by these Supplemental Terms). Oracle 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 a SOW and/or the Agreement (as supplemented by these Supplemental Terms), of its Resources receiving Oracle Confidential Information to the same extent as if such acts and omissions were performed by Provider.

In addition, to its other obligations in the Agreement, Provider will establish and maintain appropriate information security measures (including, without limitation, appropriate administrative, physical and technical safeguards) to ensure the protection of Oracle Confidential Information (including, Personal Information), 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 Health Supplier Information and Physical Security Standards ("**OHSSS**"). Oracle may update the OHSSS at its discretion to address evolving business risk, security standards and regulatory compliance requirements. The current version of the OHSS is available at <https://www.oracle.com/corporate/suppliers.html>. For purposes of the Agreement (as supplemented by these Supplemental Terms), "**Personal Information**" shall have the same meaning as the term "Personal Data", "Personal Information", "personally identifiable information (PII)" or the equivalent term under applicable data protection law.

5. Work Authorization

Provider acknowledges and agrees that (i) all Resources must be authorized to work in the United States and/or any other country required for the performance of any Services, and (ii) prior to the performance of any Services by the Resources, Provider must verify the identity of the Resources and, at its sole cost and expense, complete and obtain appropriate visas, employment information and verification forms (e.g., Form I-9 and/or any successor forms thereto), and any other legal documentation required for the Resources to work in the United States or other country required for the performance of any Services. Provider represents that it is aware of, understands and is in compliance with the labor, employment and immigration laws of the United States (e.g., including, without limitation, the Immigration Reform and Control Act (IRCA) of 1986, as amended) and/or any other country in which Services are to be performed. Upon Oracle's request, Provider shall supply Oracle with written information in support of Provider's compliance with the terms of this section (e.g., including, without limitation, information on the employee and visa status of each Resource, information on the employer of any Resources who are subcontractors of the Provider, and a copy of Provider's Form I-9 compliance policies).

6. Oracle Health Supplier Business Associate Agreement

Provider acknowledges and agrees that any access to and use of Protected Health Information ("PHI") and Electronic Protected Health Information ("ePHI") by Provider and/or its Resources in connection with the performance of Services (as defined by 45 C.F.R. § 160.103) is subject to the terms and conditions of the Oracle Health Supplier Business Associate Agreement ("OH-SBAA"). The Parties agree to the OH-SBAA that is available at <https://www.oracle.com/corporate/suppliers.html>.

7. California Consumer Privacy Act

If the 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 <https://www.oracle.com/corporate/suppliers.html>.

8. Oracle Health Supplier Data Processing Agreement

Provider acknowledges and agrees to the extent that the Provider is a Data Processor (as defined in the OH-SDPA), the terms of the Oracle Health Supplier Data Processing Agreement ("OH-SDPA") apply and, where applicable, shall supersede and replace any prior version of the data processing agreement for data processors. The applicable version of the OH-SDPA is available at: <https://www.oracle.com/corporate/suppliers.html>.

9. Payment Card Industry Data Security Standards (PCI DSS)

If, as part of the Services performed under a SOW, 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").

10. Personnel Requirements

Unless otherwise stated in a SOW, with respect to each Resource that Provider intends to utilize in the performance of Services under the Agreement, Provider shall conduct, or ensure the Resource has received, as applicable, all tests, screenings, background checks, identification checks, vaccinations and/or immunizations, 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, vaccinations and/or immunizations, as directed by Oracle or the applicable Client (the “**Additional Screening**”), which will be documented in the applicable SOW.

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 the Agreement unless such screenings were previously completed for the Resource or (b) as per the applicable SOW.

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 the Agreement and the applicable SOW. For clarity, the foregoing verification does not relieve Provider’s obligation to ensure each Resource has received all vaccinations and/or immunizations required in accordance with the terms of the Agreement and all applicable SOWs.

Except as provided for under the 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 or immunizations/vaccinations received, 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 Agreement (as supplemented by these Supplemental Terms) and any applicable SOW.

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

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 these Supplemental Terms.

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

11. Affordable Care Act

With respect to Resources that are performing Services for Oracle in the United States of America, 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.

12. Defense of Trade Secrets Act

With respect to Resources that are performing Services for Oracle in the United States of America, Provider acknowledges, and agrees to notify its Resources, that pursuant to the Defense of Trade Secrets Act of 2016 (18 U.S.C. § 1833(b)):

An individual shall not be held criminally or civilly liable under any Federal or State trade secret law for the disclosure of a trade secret that (A) is made (i) in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal.

Nothing in a SOW or the Agreement is intended to conflict with 18 U.S.C. § 1833(b) or create liability for disclosures of trade secrets that are expressly allowed by 18 U.S.C. § 1833(b).

13. Length of Service Assignment Limitation

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.

14. Posted Workers

With respect to Resources that are performing Services for Oracle in the European Union (EU), Provider agrees that it 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.

15. Noncompete and Interference

For purposes of these Supplemental Terms, section entitled, Noncompete and Interference, of the Agreement is hereby deleted in its entirety and replaced with the following: “Intentionally left blank.”

16. Verification and Audits

Provider shall retain records and supporting documentation, (a) with respect to Services and Developments provided hereunder, for a period of four (4) years from the completion of a SOW, and (b) with respect to fees and expenses (including, without limitation, all receipts and invoices) paid or payable by Oracle under the Agreement, for a period of seven (7) years from the completion of a SOW. In addition, Provider shall submit written reports regarding the Services as requested by Oracle.

Oracle shall have the right to examine the Developments at any time. In addition, upon notice from Oracle, Provider shall provide (and cause its 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 such Auditor(s) to audit and determine (i) Provider's compliance with the terms of the Agreement and these Supplemental Terms, as well as all Applicable Laws (as defined below), and (ii) that the fees and expenses charged by Provider in connection with a SOW are accurate and are in accordance with a SOW and the 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. In addition, for purposes of these Supplemental Terms, "**Applicable Laws**" refers to all 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 the United States, immigration, export, security, anti-bribery, privacy and data protection, market access for regulated products, or applicable self-regulatory agencies.

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 SOW or the Agreement, and to consult with Oracle in formulating a response.

17. Insurance

Without limiting Provider's liability to Oracle or third parties in any way, Provider must, at its sole cost and expense, continuously maintain insurance with at least the following minimum coverage in U.S. Dollars (or the equivalent amount in local Oracle Subsidiary currency):

- A. Commercial General Liability - \$1,000,000.00 each occurrence and \$2,000,000.00 in aggregate (covering bodily injury, property damage and contractual liability);
- B. Professional Liability/Errors and Omissions - \$5,000,000.00;
- C. Cyber Liability - \$5,000,000.00;
- D. Automobile Liability - \$1,000,000.00 combined single limit for all owned, non-owned and hired autos used by Provider, its Resources in performing work or providing Services under a SOW;

- E. Employer's Liability - \$1,000,000.00 each occurrence, including bodily injury coverage;
- F. Umbrella/Excess Liability - \$5,000,000.00 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 - \$2,000,000.00.

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 Services under a SOW. All above coverages shall remain in effect during the term of Services under a SOW.

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 Services under a SOW. 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 the Agreement or a SOW, including but not limited to, any provisions concerning indemnification.

18. Ex-Employee

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 or any Oracle Affiliate 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.

19. 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 OHSSS. 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.

20. Health and Safety

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 a SOW 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 a SOW, 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.

21. 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 a SOW 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 the Agreement and a SOW(s) 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 a SOW(s) and the Agreement.



22. Assignment

Provider may not assign or otherwise transfer or subcontract (including, without limitation, by operation of law, merger, or change in control) any of its rights or delegate any of its obligations under a SOW to any other person (including, without limitation, an affiliate of Provider), without Oracle's prior written consent.

23. Oracle Materials

Except to the extent specified in a SOW or as otherwise expressly required by Oracle in order to perform the Services, 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 a SOW, Provider acknowledges and agrees that (a) 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 such SOW, (b) Provider's and its Resources' access and use of such Oracle Materials shall be subject to the terms of the Agreement, such SOW and any other terms and documentation (including, Client or other third party license agreements) that Oracle may provide with the Oracle Materials, (c) 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 (d) Provider will not, and will not authorize any third party to: (i) modify, copy, or otherwise reproduce the Oracle Materials in whole or in part; (ii) reverse engineer, decompile, disassemble, or otherwise attempt to derive any code or structure applicable to, such Oracle Materials; or (iii) 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, 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, (I) termination of the Agreement, (II) termination of a SOW under which access and/or use of the subject Oracle Materials was authorized, (III) Oracle's (or, as applicable, the Client's) request, or (IV) such earlier date as set forth in a SOW. 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.

Notwithstanding anything to the contrary in the Agreement or a SOW, and if required by Oracle, Provider further acknowledges and agrees that Provider and the Resources must exclusively use Oracle provided laptops to perform the Services under a SOW and may not use the laptops for any other purpose; such laptops will be considered Oracle Materials under this section and must be returned to Oracle upon the earlier of the completion or termination of the Services or Oracle's request.

**"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.

24. 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.

25. 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 the Agreement, these Supplemental Terms, a SOW, and any Services provided to Oracle or any Client, are Confidential Information and shall be held in confidence in accordance with the Agreement.

26. Dispute Resolution

For purposes of these Supplemental Terms, section entitled, Dispute Resolution, of the Agreement is hereby deleted in its entirety and replaced with the following: “Intentionally left blank.”

27. Notice

Notwithstanding anything to the contrary in the Agreement, notices to Oracle related to the Services as required under the Agreement or a SOW shall be in writing and must be delivered in person, or by means evidenced by a delivery receipt, and will be sent to: Oracle America, Inc., 500 Oracle Parkway, Redwood Shores, CA 94065.

28. Quality Agreement

In the event Oracle, in its sole discretion, determines that a Quality Agreement is required between the parties, then Provider and Oracle shall negotiate in good faith to conclude such Quality Agreement in compliance with applicable requirements.

29. U.S. Health Compliance Terms

If Services are performed in the United States of America, Provider shall 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 SOW. To the extent the Anti-Kickback Statute is applicable to Provider under a SOW, Provider agrees that upon Oracle’s written request, Provider shall promptly provide documentation to Oracle to support its compliance with the Anti-Kickback Statute.

30. Compliance with Laws

For Services provided in the United States of America, Provider warrants that it will comply, at Provider’s expense, with all Applicable Laws, including without limitation, complying with the requirements of the United States Food and Drug Administration (“**FDA**”), the Federal, Food, Drug, and Cosmetic Act (“**FFDCA**”) and any other applicable regulatory agencies (including without limitation, global regulations or laws such as the EU Vigilance Reporting requirements, Health Canada, European Medical Device Regulation, and Therapeutic Goods Administration).

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

- (i) debarred under subsections 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 SOW 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 a SOW in any capacity, and provide Oracle adequate replacements in accordance with the Agreement.

For Services provided outside of the United States of America, Provider warrants that it will comply, at Provider’s expense, with all Applicable Laws. 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 a 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 a 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 a SOW.

31. Training

Prior to commencement of Services, 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 under a SOW.

Provider acknowledges that any Resource that does not satisfactorily complete the trainings required by Oracle and/or a Client in accordance with the terms of this section, may not be utilized by Provider to perform Services. 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.

32. Artificial Intelligence (AI) Systems

Provider and its Resources shall not use any AI System (as defined below) to process Oracle or Client Confidential Information, deliver any part of the Services, or create any Developments under a SOW, without Oracle's express prior written consent via an amendment to the SOW (which may be withheld in its sole discretion). In addition, Provider and its Resources shall have no right to use any Oracle or Client Confidential Information to train or improve any AI System.

An "AI System" includes a proprietary or third-party machine-based system that is designed to operate with varying levels of autonomy and that may exhibit adaptiveness after deployment, and that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments. An AI System may incorporate one or more such machine-based system(s) (e.g., a Large Language Model (LLM)), or otherwise leverage a machine-based system within a product or service. Notwithstanding the foregoing, for purposes of this section, an AI System will not include any AI System that is part of an Oracle product or service which Oracle requires Provider to use in the delivery of the Services under a SOW.

## **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 the Agreement and any SOW:

- 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.

### 4. Drug Screening

For Resources based in the United States, drug screen for Prohibited Drugs (as defined below) on the Resource, provided such test is permissible under Applicable Law. The specimen needs be tested at Department of Health and Human Services (DHHS)/Substance Abuse Mental Health Services Administration (SAMHSA)-certified labs where the service includes confirmation of all positive test results.

**"Prohibited Drugs"** are defined as any of the following that are not prescribed by a physician and/or that are not included in over-the-counter medicines:

- Cocaine and crack cocaine
- Phencyclidine (PCP) or angel dust
- Amphetamines (ecstasy, crystal methamphetamine, or Ritalin)
- Opiates (codeine, morphine, heroin, oxycodone, Vicodin)
- Barbiturates
- Benzodiazepines (Xanax and Valium)
- Methadone
- Methaqualone (Quaaludes)
- Propoxyphene

**Disqualifier:** The Resource fails to submit to a drug test or the Resource's most recent test for Prohibited Drugs shows a verified positive result.

## B. **Immunizations and Vaccinations:**

For Resources based in the United States, to the extent Resources are providing any Services at a Client's facilities, such Resources have received the following immunizations and/or vaccinations as of their commencement of Services for such Client or have a valid exemption:

- TB Skin Test (completed within the last 12 months)
- Influenza vaccination (current season)
- Two Measles, Mumps and Rubella vaccinations
- Two Varicella vaccinations
- Three Hepatitis B vaccinations, positive titer, or signed declination form
- Tetanus, Diphtheria, and Acellular Pertussis (Tdap) Vaccination – given within the last 10 years
- Covid (latest recommended vaccination)

## 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.

### **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**

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 a SOW.

##### **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.

**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**

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 a SOW.

**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.

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

**4. 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 Compliance with Laws section of these Supplemental Terms.

**Disqualifier:** Resource's confirmed violation of any of the representations and warranties listed in the Compliance with Laws section of these Supplemental Terms.

## **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, Vaccinations and Immunizations [US Only]**

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
<i>[Insert Name of Resource – First and Last Name]</i>	<i>[Insert Date]</i>

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
- Drug Screening

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

**[US Only]** Additionally, the above Resources have provided proof of immunity to, have received the vaccination or have a valid exemption to the following:

- TB Skin Test (completed within the last 12 months)
- Influenza vaccination (current season)
- Two Measles, Mumps and Rubella vaccinations
- Two Varicella vaccinations
- Three Hepatitis B vaccinations, positive titer, or signed declination form

- Tetanus, Diphtheria, and Acellular Pertussis (Tdap) Vaccination – given within the last 10 years
- Covid (latest recommended vaccination)

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]***