



SERVICES PROVIDER AGREEMENT

Agreement Name: [INSERT NUMBER, DM use CC-SPA-RC# and LOB use CC-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 country Oracle subsidiary]* (“**Oracle**”), with offices located at *[insert local country 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 country Oracle subsidiary]*”, and “Provider” and “[INSERT LEGAL NAME OF PROVIDER ENTITY EXECUTING SPA]” in the 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**”. A Resource may also at times be referred to under this Agreement or a Statement of Work individually as a “**Consultant**” and collectively as the “**Consultants**”.
- 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 an Oracle purchase order. Provider must enter all labor and approved expenses into Oracle’s time and expense entry systems, or submit all labor and approved expenses as otherwise requested by Oracle, and provide Oracle with written notice specifying the location(s) at which any Services were performed (including any specific location(s) outside of *[insert local country]*), within fifteen (15) days from the week ending date worked by the Resource or in which the expense was incurred, as applicable, to initiate payment. Labor and expenses entered more than fifteen (15) days from the week ending date worked by the Resource or in which the expense was incurred, as applicable, shall not be paid, and Provider agrees that Oracle shall have no obligation or liability to pay Provider for such labor and expenses. Payment of undisputed fees shall be net

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45 days from (i) the date that the applicable labor and approved expenses are entered in the Oracle Time and Expense System, or (ii) if Oracle requests submission of labor and expenses in a different manner, the date that the applicable labor and approved expenses are submitted by the Provider to Oracle in such manner. No payment shall be made by Oracle for any travel time except with Oracle's express prior written consent. All payment of fees and expenses under this Agreement shall be made in **[insert local currency]**.

- 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 travel related expenses incurred by Resources are reimbursable, all such travel related expenses must be reasonable and actually incurred by the relevant Resource in furtherance of the Services being performed under the applicable Statement of Work and, unless otherwise specifically set forth in such Statement of Work, must adhere to Oracle's Supplier Travel and Expense Policy in effect at the time of the Services. Any expense (or portion thereof) that is subject to rebate or credit from a third party shall be refunded by Provider to Oracle. Provider shall submit to Oracle on a timely basis, copies of receipts and other appropriate documentation, as may be reasonably requested by Oracle, as evidence of all expenses incurred and paid.
- 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. 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. All 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]**). Provider shall verify the identity of its Resources and, at its sole cost and expense, will obtain appropriate visas and any other legal documentation required for its Resources to work in any country in connection with a Statement of Work. 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.

- 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 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 subcontractor(s) engaged in accordance with section 17 below. In addition, 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.
 - (iii) Unless otherwise stated in the applicable Statement of Work, Provider shall, at its sole expense, perform background checks on each Resource that Provider intends to utilize in the performance of Services under this Agreement. Such background checks (a) will be performed in accordance with criteria specified on the attached Exhibit A (which Oracle may modify or supplement upon notice to Provider), and (b) must be conducted immediately prior to the Resource's commencement of each Service performed for a Client under this Agreement (including, prior to a Resource's resumption of Services under this Agreement, if the individual has had a break in providing services for Oracle of more than twelve (12) months). Subject to Applicable Laws, Provider shall not assign to the Services any Resource who does not successfully pass any such background check to perform such Services, as determined by Oracle's disqualification criteria. In lieu of conducting such a background check, Provider may submit confirmation that the Resource has passed a prior background check meeting the Exhibit A criteria (including, any modifications and supplements provided by Oracle thereto), provided that (a) such prior check was conducted no longer than one (1) year prior to the Resource's commencement of the Service the Resource is to perform for the applicable Client under this Agreement and (b) as part of such confirmation, Provider warrants and represents to Oracle that there have been no material updates or changes to the information contained in the existing background check with respect to such Resource. At Oracle's request, Provider agrees to provide Oracle and/or a Client with a confirmation letter 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 background checks and other screening requirements set forth in this section and Exhibit A (including, any modifications and supplements provided by Oracle thereto) with respect to each Resource that Provider is utilizing to perform the applicable Services. Provider acknowledges that the requirements and nature of the applicable project may require that the Resource undergo a background check or other screening with different terms as required by Oracle or the applicable Client (the "**Additional Screening**"). Provider agrees (a) to perform the Additional Screening, at its sole expense, on each Resource that Provider intends to utilize in the performance of the subject Services under this Agreement, and (b) subject to Applicable Laws, not to assign any Resource to perform Services (and, if applicable, shall remove from assignment any Resource) who does not successfully pass any Additional

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Screening that is applicable to such Services, as determined by the Oracle and/or Client disqualification criteria related to such Additional Screening.

- (iv) Each Resource shall execute a Provider Resource Confidentiality Agreement as provided by Oracle (the “**Confidentiality Agreement**”). Provider acknowledges that the requirements of the applicable project may require that the Resource execute a Provider Resource Confidentiality Agreement(s) with different terms or otherwise agree to additional confidentiality and/or security provisions as directed by Oracle or the applicable Client (the “**Additional Confidentiality Terms**”). Provider agrees (a) to cause each Resource it intends to utilize in the performance of Services to execute, and comply with, the Confidentiality Agreement, as well as any Additional Confidentiality Terms that may be required as part of the applicable Services, (b) promptly provide Oracle with each such agreement once executed by such Resource, and (c) not assign a Resource to provide Services prior to its compliance with the preceding clauses (a) and (b) with respect to such Resource.
 - (v) Provider shall not assign any Resource to perform Services that do not meet the requirements and criteria specified in this section 2 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 three (3) 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. Confidential Information

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. The Confidential Information of a Client (including, without limitation, all Data) 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 the Confidential Information of the applicable Client. 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 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 the Confidential 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. In addition, 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 referenced in section 8.G (Compliance with Policies and Procedures) below. For purposes of this Agreement, “**personal information**” or “**PI**” means any information that Provider and/or the Resources have access to that could 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. “**Data**” shall mean (i) personal information (including, without limitation, the personal information of Oracle’s and the Client’s personnel, customers, or prospective customers), and (ii) 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. It is understood that in the event of a breach of this section, damages is not an adequate remedy, and therefore Oracle shall be entitled, without waiving any other rights or remedies under this Agreement, to injunctive or equitable relief to enjoin any such breach, threatened or actual.

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.

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, or applicable self-regulatory agencies (collectively, the “**Applicable Laws**”). In addition, Provider shall (1) comply with all Applicable Laws relating to the hiring of former government and public sector employees or officials and their immediate family members and (2) obtain all required permits and licenses necessary for it to comply with the Applicable Laws and provide the Services. 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.

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 Oracle Supplier Information and Physical Security Standards (as discussed in section 8.G (Compliance with Policies and Procedures) below) 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 Oracle Supplier Information and Physical Security Standards, which are subject to change at Oracle's discretion. The current version of the Oracle Supplier Information and Physical Security Standards are available at <http://www.oracle.com/corporate/supplier/index.html>.

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. Destructive Elements

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 virus detecting/scanning programs consistent with industry standards (i) to test and screen all Developments for computer viruses prior to such Developments provision to Oracle and/or any Client, and (ii) to test and screen Provider's systems for computer viruses prior to accessing the Networks. Upon detecting a virus, Provider shall immediately notify Oracle and, if instructed by Oracle, the affected Client, and the parties shall cooperate to eliminate or quarantine the virus 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, harm, or otherwise impede in any manner, the Services, the Developments, the Oracle Materials or the Networks. Destructive Elements include, without limitation, viruses and codes that are commonly referred to as "time bombs", "time locks", "drop dead" or "trap door" devices, "disabling devices", "worms" or "Trojan horse routines".

I. 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 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 <http://www.oracle.com/us/corporate/supplier/ehs-contractor-safety-program-2183644.pdf>.

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.

9. Infringement Indemnification

- 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

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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) 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

Oracle shall have the right to examine the Developments at any time. In addition, 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. Upon notice from Oracle, Provider shall provide Oracle, our Client(s) and/or the agent(s) of Oracle and our Client(s) with access to such records and documentation, personnel, facilities and any other information that is reasonably necessary for Oracle and/or such Client(s) to determine Provider's compliance with the terms of this Agreement and any Statement of Work, and 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.

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, Provider must, at its sole cost and expense, continuously maintain insurance with at least the following minimum coverage in U.S. Dollars:

- A. \$2,000,000 of general liability insurance (covering bodily injury, property damage and contractual liability);
- B. \$5,000,000 of professional liability insurance;
- C. \$1,000,000 of automobile liability insurance;
- D. \$1,000,000 of employer's liability insurance, including bodily injury coverage;
- E. \$5,000,000 of umbrella/excess liability insurance; and
- F. The applicable statutory minimum of workers' compensation insurance (including, a waiver of subrogation for the benefit of Oracle).

Provider's insurance policies shall be primary to any policy maintained by Oracle. Provider's general liability, automobile liability and employer's liability coverage policies shall be endorsed to name Oracle as an additional insured. Provider shall provide certificates of insurance evidencing this coverage as requested by Oracle. 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. The foregoing requirements regarding the minimum types and limits of insurance coverage Provider shall maintain, and Oracle's approval or 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 the 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 (a) Provider's 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, (b) 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, (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, 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, 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

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impaired thereby. The waiver by either party of any default or breach of the 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:

LOCAL COUNTRY ORACLE SUBSIDIARY:

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

EXHIBIT A – BACKGROUND CHECK CRITERIA

Provider shall, at its sole expense, perform background checks on each Resource prior to assignment by Provider in connection with a Statement of Work.

Provider agrees to comply with all applicable local, state and federal laws (including the federal Fair Credit Reporting Act) in (i) obtaining authorizations from, and providing notices and other required documentation to, its Resources; (ii) conducting the background checks; and (iii) in evaluating whether the Resource will be allowed to perform services for Oracle based upon background check results. Provider agrees to defend, indemnify, and hold harmless Oracle, its officers, directors, employees, Oracle Affiliates, Clients and vendors from any and against any and all claims, demands, breaches, damages, losses and costs that are caused by, or arise out of, Provider’s conduct of a background check.

Under no circumstance shall Provider disclose to Oracle, to Client, or to any officer, director, agent, representative or employee of Oracle or of Client, any personal information of any Resource or the details of the result of any background check conducted. However, 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 to perform Services under such Statement of Work did not successfully pass a background check.

Provider shall not assign any Resource who has not authorized or undergone a background check and who has not successfully passed any such background check in accordance with the disqualification guidelines below.

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

For Resources based in ***{insert local country}***, Provider shall perform background checks as detailed below:

Social Security

With respect to US based Resources, conduct a social security number trace (“SST”).

Disqualifiers: Unable to conduct the SST for the Resource.

Criminal Background Check

With respect to US based Resources, conduct 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 Applicable Laws, 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:

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- 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).

Employment Verification

With respect to US based Resources, to the extent records are available, conduct a 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 seven (5) years preceding the date of the check. False or misleading information (including by omission) submitted on an employment application or resume.

Education Verification

With respect to US based Resources, to the extent records are available, conduct a 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.

Prohibited Parties Check

With respect to US based Resources, conduct 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.

National Sex Offender Registry

With respect to US based Resources, conduct a check of the most recently available, at the time of the check, National Sex Offender Public Website maintained by the United States Department of Justice ("National Sex Offender Website").

Disqualifier: Resource listed on the National Sex Offender Website

Employment Verification

With respect to EMEA based Resources, to the extent records are available, conduct a 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.

Education Verification

With respect to EMEA based Resources, to the extent records are available, conduct a 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.

Address Check

With respect to UK based Resources, to the extent records are available, conduct a verification of the Resource's address should cover the three (3) years preceding the date of the check.

Criminal Background Check

With respect to APAC based Resources, where allowable under local law, conduct 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.

Employment Verification

With respect to Japan and APAC based Resources, to the extent records are available, conduct a verification of the Resource's prior employment. Typically, this check should include verification of the Resource's previous employment within the seven (7) 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 seven (7) years preceding the date of the check. False or misleading information (including by omission) submitted on an employment application or resume.

Education Verification

With respect to Japan and APAC based Resources, to the extent records are available, conduct a 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.

Criminal Background Check

With respect to LAD based Resources, where allowable under local law, conduct 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.

Employment Verification

With respect to LAD based Resources, to the extent records are available, conduct a verification of the Resource's prior employment. Typically, this check should include verification of the Resource's previous employment within the seven (7) 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 seven (7) years preceding the date of the check. False or misleading information (including by omission) submitted on an employment application or resume.

Education Verification

With respect to LAD based Resources, to the extent records are available, conduct a 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.

EXHIBIT B – SAMPLE CONFIRMATION OF BACKGROUND SCREENING

[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]

[local country Oracle subsidiary]

[local country Oracle subsidiary address]

Subject: **Confidential** Confirmation of Background Screening

To Whom It May Concern:

This is to notify you that a background investigation was conducted no longer than one (1) year prior to the following Resource(s) commencement of services for the Client.

Name of Resource	Date of Background Check
<i>[Insert Name of Resource]</i>	<i>[Insert Date]</i>

The company performing the screening was: *[Insert name of screening company and contact information]*. The scope of the investigation included the following:

[Revise list below based on criteria listed in Exhibit A for the applicable country]

- Social Security
- Criminal background check
- Employment verification
- Education verification
- Prohibited parties check

- National Sex Offender Registry
- Address Check

No disqualifying information was identified as a result of this background check.

If you have any questions regarding the above, please contact *[Insert name of contact]* at *[Insert contact phone and email]*.

Sincerely,

[Insert signature]

[Insert name and title]