

ORDERING DOCUMENT

Oracle Corporation UK Limited
 Oracle Parkway, Thames Valley Park,
 Reading, Berkshire, RG6 1RA
 Incorporated in England & Wales.
 Company No. 1782505.
 Reg.office: as above.

Name	Jisc Services Limited	Contact	xxx
Address	4 Portwall Lane	Phone Number	xxx
	BRISTOL	Email Address	xxx
	BS1 6NB		

Programs and Program-Related Service Offerings				
Item	Part Number	Description / License Type	Quantity	Net Fee
1 0	1 107691	Oracle Java SE Universal Subscription - Employee for Java SE Universal Subscription	xxx	xxx
1.1		Oracle Java SE Universal Subscription		xxx
Total Programs and Program-Related Service Offerings Fees				xxx

Fee Description	Net Fee
Program-Related Service Offering Fees	xxx
Net Fees	xxx
Tax	xxx
Total Fees	xxx

A. Agreement and Modifications to the Agreement

1. Agreement

a. This order incorporates by reference the terms of the Online Transactional Oracle Master Agreement v070124 (the "Master Agreement") for Oracle Corporation UK Limited which may be viewed at <http://www.oracle.com/contracts>. The defined terms in the Master Agreement shall have the same meaning in this order unless otherwise specified herein.

2. Applicable Schedule(s)

a. Programs and Program-Related Service Offerings are governed by Schedule P - Program.

3. Master Agreement Modifications - for this order only

a. Permitted use. The rights granted under section 2 of Schedule P – Program of the Master Agreement include, for the avoidance of doubt, the right to use the Programs and receive any Program-related Service Offerings ordered under this order for Your internal business purposes, including but not limited to educational, research, business, and commercial activities within the education and research sector. You are permitted to: (a) use the Programs and any Program-related Service Offerings for (i) all educational and research activities, including but not limited to, teaching, learning, academic research, and administrative functions; (ii) all business and commercial purposes within the education and research sector, including but not limited to, commercial research, consultancy, and partnerships with third parties; and (b) allow third party service providers, including consultants and outsourcing suppliers, to use the Programs and any Program-related Service Offerings on Your behalf for the performance of the activities referenced under item (a) above, provided that such use is subject to the same terms and conditions as set out in this order and You are responsible for their compliance with such terms. For the avoidance of doubt, You may not (i) sublicense, transfer, novate, assign, resell or distribute any license grant that You received under this Agreement, (ii) make the Java functionality available to third parties under a hosting or cloud services model.

b. Termination. Notwithstanding any provision of the Master Agreement, You may not terminate this order without cause. In addition, notwithstanding any provision of the Master Agreement (including section 6.1) or this order, where Oracle has the right to terminate this order or the Master Agreement, and/or terminate or suspend the use of the Program licenses or subscription, where the termination or suspension relates to the acts or omissions of a Member Entity (including additional Member Entities), Oracle shall only suspend or terminate (as applicable) the Program licenses or subscription of that Member Entity and not the order or Master Agreement nor use of the Program licenses by, or subscription of, You or any other Member Entity. Notwithstanding the above and for the avoidance of doubt, in the event that the material breach mentioned in section 6.1 of the Master Agreement is a breach of the payment obligation by You, Oracle may suspend or terminate the rights granted under this Order for You and all Member Entities.

c. Native Image Feature

I. Definitions: "Native Image Feature" refers to the optional Native Image Feature and related technology that is identified as "Early Adopter" and provided to You by Oracle as a component of and for use with GraalVM Enterprise Edition software available with the Programs (as further described in the Program Documentation). "Native Image" refers to executables built using the Native Image Feature. "Excluded License" means any license that requires as a condition of use, modification and/or distribution of software subject to the Excluded License, that such software or other software combined and/or distributed with such software be (a) disclosed or distributed in source code form under the terms of the Excluded License or otherwise; or (b) licensed for the purpose of making derivative works.

II. You may only use the Native Image Feature, including Native Images built with it, in accordance with the rights and restrictions in the Master Agreement, subject to the additional restrictions and limitations set forth in this order.

Native Images created using Early Adopter technology include proprietary materials that prevent a Native Image from being placed under an Excluded License or other open source terms. You may not distribute such Native Images under an Excluded License or other open source terms nor take any other action that would have the effect of requiring such distribution. Without limiting the foregoing, You may not distribute any application or code that combines a Native Image, or any portion thereof, with any software that is subject to any version of the GNU General Public License (GPL) or any license with a similar reciprocal license obligation in a manner that would create a combined or derivative work (including but not limited to distribution to any third party contractor, affiliate or subsidiary, or any employee thereof that is not entitled to receive the Programs under this order).

III. The Native Image Feature is subject to ongoing development, testing, and modification. Oracle may significantly change the features and functionality of the Native Image Feature, and future releases may include changes that are incompatible with the current version. Oracle may also place limits on backports. You may be required to change Your application significantly to use future versions of the Native Image Feature. Any development or other work You undertake with the Native Image Feature is at Your sole risk.

THE NATIVE IMAGE FEATURE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND.

B. General Terms

1. Summary of Fees

a. The term of Your subscription is for 5 years.

b.

Billing Schedule	
Year 1	xxx
Year 2	xxx
Year 3	xxx
Year 4	xxx
Year 5	xxx
Total Net Fees	xxx

c. Listed above is a summary of net fees due under this order. All fees on this order are in Pound Sterling.

d. Subscription fees are invoiced Annually in Advance.

2. Territory

a. The Program licenses included on this order are for use worldwide, subject to U.S. export laws.

3. Effective Date

a. If accepting this order electronically, the effective date of this order is the date You click to accept the order. If accepting this order via E-sign, the effective date of this order is the date You adopt and sign. If accepting this order via Download and Sign, the effective date is the date you return the document to Oracle. Otherwise, the effective date is the last signed date stated below.

4. Fees

a. All fees under this order shall be due and payable net 30 days from date of invoice, except for the first year which shall be due and payable net 45 days from date of invoice; all fees shall be non-cancelable and the sums paid nonrefundable, except as provided in the Master Agreement.

5. Order of Precedence

a. In the event of inconsistencies between the terms contained in this order and the Master Agreement, this order shall take precedence. This order will control over the terms contained in any purchase order.

6. Definitions and Rules

a. This order incorporates by reference the terms of the License Definitions and Rules Booklet v031525 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your order, You need to review the applicable metric definitions, term designation and rules.

7. Offer Validity

a. This order is valid through 31-May-2025, and shall become binding upon execution by You and acceptance by Oracle.

C. Other

1. Start release

a. Prior to the Effective Date of the Order, You may have used Oracle's proprietary Java SE Universal Subscription in your internal environment without authorization from Oracle ("the Prior Use"). In consideration for Your agreement to enter into this Order and to pay the fees due hereunder, Oracle hereby releases You from any claims which may arise out of, or in any way relate to, the Prior Use. With the exception of the foregoing limited release, Oracle expressly does not release or waive any claims that it had, has, or may have for infringement of its copyrights, patents, trademarks, trade secrets, or other intellectual property rights, or for breach of any nondisclosure agreements (in each case excluding any claims which arise out of, or in any way relate to, the Prior Use).

2. Customer Definition

a. For purposes of this order, You shall be defined as the company listed at the head of this order and the member entities specified on the attached Exhibit A - Member Entities as of the effective date of this order ("Member Entities"). Additional Member Entities may be added to the entity exhibit upon Oracle's prior written consent. You warrant and represent that upon the Effective Date of this ordering document and throughout the term defined herein, each entity included on Exhibit A has entered into a participation agreement in the form as agreed with Oracle that includes the terms of this Agreement and grants to Oracle a direct contractual right as a third party beneficiary to enforce the terms of this ordering document against each Member Entity.

In the absence of a Participation Agreement, You agree to be responsible and liable towards Oracle for any breach of the terms of this Agreement by a Member Entity. You are not otherwise responsible and liable for any issues Oracle encounters regarding use of the Program

licenses or breach of the terms of the order or Master Agreement by, or the conduct of, any Member Entity (including additional Member Entities). Oracle agrees to raise any issues and claims relating to any or all of the foregoing directly against the relevant Member Entity directly only.

You shall pay to Oracle the Fees stipulated above in section B.1.a. The Fees are due even in the event that a Member Entity is terminated by Oracle under section 6.1 of the Master Agreement.

Any amendments or other changes to this Agreement shall be applicable to Oracle, You, and the Member Entities. Upon request, You shall provide Oracle with copies of signed Participation Agreements. In the event of conflict between the terms of the Participation Agreement, the Master Agreement and this order, the order of precedence will be: the order will prevail over the Master Agreement and the Participation Agreement. The Master Agreement will prevail over the Participation Agreement. Oracle will not be bound by obligations in the Participation Agreement that are not included in the Master Agreement or this order.

3. Employee Count

a. Employee count shall be "Full Time Equivalent" or "FTE" meaning the sum of each Member Entity's Faculty and Staff FTE as published by HESA for universities and for further education colleges in England, as published by the Education and Skills Funding Agency. For colleges in Wales, Scotland and Northern Ireland and other bodies where no such published statistics exist, the Member Entity's then current Audited Financial Statement/Annual Accounts shall be the source.

Employees of overseas departments of Member Entities ("Overseas Employees") that are not included in the HESA numbers, may be counted using the then current Audited Financial Statements or Annual Accounts if, pursuant to a Participation Agreement, the Member Entity is identified as having Overseas Employees who require access to the Programs and any Program-related Service Offerings ordered under this order.

This Employee Definition replaces/supersedes the Employee Definition for Java SE Universal Subscription on page 10 of Oracle License Definitions and Rules Booklet - English - v031525.

4. Student Definition

a. **Students:** Students enrolled with your members may use the Subscription Programs for the purposes of the classes and education services offered by your members, and provided that You are responsible for their compliance with this Agreement in such use.

5. Contracts (Rights of Third Parties) Act 1999

a. Oracle and You agree that Member Entities (including additional Member Entities added in accordance with this order) ("**In Scope Member Entities**") shall have the benefit of (and may rely on and enforce) the terms of this order and the Master Agreement as if it were a party to this order.

b. You and In Scope Member Entities shall each be entitled to exercise and enforce the relevant terms of this order and the Master Agreement on behalf of In Scope Member Entities, and to recover any losses suffered and/or incurred by In Scope Member Entities in connection with this order and Master Agreement on behalf of the In Scope Member Entities. For the avoidance of doubt, Member Entities may not enforce the terms of this order on behalf of other Member Entities.

c. Subject to section 5.a., a person who is not a party to this order has no right to enforce any term of this order and nothing in this order shall confer on any third party any benefit and/or the right to enforce any term of this order or the Master Agreement, whether pursuant to the Contract (Rights of Third Parties) Act 1999 or otherwise.

d. For the avoidance of any doubt, Oracle and You may agree to alter, vary, terminate or rescind this order (in accordance with its terms) without the consent of any third party.

D. Future Purchases

1. Purchase of Additional Programs

a. For a period of 5 (five) years from the effective date of this order, Original Member Entities (included in Exhibit A) and Additional Member Entities (added to Exhibit A after the Effective date of this order) may place new individual orders (each, an "Add On Order") for additional Java SE Subscription Program licenses to be used during the term of this order at the subscription price specified on the Price Hold Exhibit attached as Exhibit B under the heading "Purchase of Additional Programs", provided that with respect to that each Add On order:

i) it must be executed with Oracle prior to the end of the initial subscription term of this order;

ii) it is for Java SE Subscription Program licenses that Oracle has generally available on the date You place the Add On Order;

iii) the Price Hold under the heading "Purchase of Additional Programs" applies to Add On Orders only during the initial term and does not apply to any renewal orders;

iv) Add On Orders shall be included in any subsequent renewal of the Java SE Subscription Program licenses;

v) the Java SE Subscription Program licenses placed as Add-On Orders pursuant to this section shall co-terminate with this order, and the applicable fees listed below will be prorated accordingly.

All renewals of the Java SE Subscription Program licenses, if available, shall be at the then-current fee for the applicable subscription.

Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the Java SE subscription Program licenses will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charge; shipping terms will be **FCA Dublin, Ireland (Incoterms 2010)**.

For those Java SE Subscription Program licenses that are available, the current license definitions and rules in effect at the time an order is

placed will apply to the Java SE Subscription Program licenses ordered under this section. If a Program is available in production release and the license type is not available, the most recent license definition and rules will apply to the program licenses ordered under this section.

2. Renewal Price Hold

a. From the end of the period specified above in section D.1, You may renew the Java SE Subscription Program licenses acquired under this order for an additional 2 (two) year subscription term ("Renewal Order"). The subscription price for the renewed Java SE Subscription Program licenses under such Renewal Order will be the subscription price specified on the Price Hold Exhibit attached hereto as Exhibit C, provided, however that with respect to that Renewal Order:

- i) it must be executed with Oracle prior to the end of the initial subscription term of this order; or of the subscription term of the previous Renewal Order, as applicable;
- ii) its total quantity of the Java SE Subscription Program licenses ordered must be for a minimum of 50,000 employees;
- iii) it is for Java SE Subscription Program licenses that Oracle has generally available on the date You place the Renewal Order;

Thereafter, all renewals of the Java SE Subscription Program licenses, if available, shall be at the then-current fee for the applicable subscription.

Each order placed pursuant to this section will specify Oracle's delivery obligation. If the order specifies delivery, the Java SE Subscription Program licenses will be delivered via electronic download. If electronic download is not possible or otherwise agreed to by the parties, tangible media will be delivered. Whenever the delivery of tangible media is required, You will be invoiced for the applicable media and the shipping charges; shipping terms will be FCA Dublin, Ireland (Incoterms 2010).

For those Java SE subscription Program licenses that are available, the current license definitions and rules in effect at the time an order is placed will apply to the Java SE Subscription Program licenses ordered under this section. If a Program is available in production release and the license type is not available, the most recent license definition and rules will apply to the program licenses ordered under this section.

Exhibit A

Member Entities

Redacted

Exhibit B
PRICE HOLD EXHIBIT

Java SE Platform Products and Metric	Quantity	License Fee
Oracle Java SE Universal Subscription - Employee for Java SE Universal Subscription	1	Original Member Entities: £xxx/Employee/Year
Oracle Java SE Universal Subscription - Employee for Java SE Universal Subscription	1	Additional Member Entities: £xxx/Employee/Year

**Exhibit C
PRICE HOLD EXHIBIT**

Subscription Period	Java SE Platform Products and Metric	Quantity	Fees	Minimum Employees
Sixth & Seventh year post the initial price hold	Oracle Java SE Universal Subscription - Employee for Java SE Universal Subscription	1	£xxx/Employee/Year	50000
			£xxx/Employee/Year	100000
			£xxx/Employee/Year	150000
			£xxx/Employee/Year	200000
			£xxx/Employee/Year	250000