

# ORDERING DOCUMENT

Oracle India Private Limited 7th, 8th & 9th Floor, One Horizon Center, DLF Golf Course Road, DLF City V, Sector 43, Gurugram, Haryana 122003, India PAN AAACO0158L

Name Padmanaban Arunachalam

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**GST** Unregistered

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PAN CCHPP8523Q

**Address** 

# **New Subscription**

Services Period: 6 months								
Cloud Services	Data Center Region	Quantity	Term	List Fee	Discount %	Unit Net Price	Net Fee	
B109203 - EDU Oracle Technology Exam Subscription - Hosted Named User	NORTH AMERICA	1	6 mo	21,366.14	0.0	3,561.02	21,366.14	
			Subtotal	21,366.14			21,366.14	

Fee Description	Net Fee	
Cloud Services Fees	21,366.14	
Net Fees	21,366.14	
Тах	3,845.90	
Total Fees	25,212.04	

## A. Terms of Your Order

#### 1. Applicable Agreement:

a. Oracle Cloud Services Agreement v062223 for Oracle India Private Limited available at www.oracle.com/contracts

# 2. Cloud Payment Terms:

a. Net 30 days from invoice date

#### 3. Cloud Payment Frequency:

a. in full in advance

# 4. Currency:

a. Indian Rupee

# 5. Offer Valid through:

a. 31-MAY-2025

# 6. Service Specifications

a. The Service Specifications applicable to the Cloud Services and the Consulting/Professional Services ordered may be accessed at http://www.oracle.com/contracts.

## 7. Services Period

a. The Services Period for the Services commences on the date stated in this order. If no date is specified, then the "Cloud Services Start Date" for each Service will be the date that you are issued access that enables you to activate your Services, and the "Consulting/Professional Services Start Date" is the date that Oracle begins performing such services.

#### 8. Customer Reference

a. Oracle may refer to You as an Oracle customer of the ordered Services in sales presentations, marketing materials and activities.

#### 9. Taxes

You agree to pay Goods and Service Tax (GST) and other applicable taxes imposed by law, except for taxes based on Oracle's income.

You shall be responsible to provide the necessary information including but not limited to the GSTIN NO, Bill To Address for place of supply/consumption etc. in order for Oracle India Private Limited to raise proper invoices and report the transactions.

Oracle India Private Limited will not be responsible for any rejection of the input tax credit, demand or penalty imposed by the department on you/your affiliates pursuant to any error or omission on the invoice raised by Oracle India Private Limited based on the information provided by you/your affiliates. You shall indemnify Oracle against any demand, interest, penalty sought to be levied on Oracle and associated costs incurred by it on account of any non-compliance/mis-declaration etc. by you/your affiliates.

You agree to pay Goods and Service Tax (GST) and other applicable taxes imposed by law (including interest and penalties) in case of any change in tax rate, law, interpretation, demand or determination made on Oracle India Private Limited by the tax authorities. Limitation period for such claims shall start from the date of finalization of such demand or determination thereof by the Authorities or acceptance of such demand or determination by Oracle.

You shall make payment to Oracle after deduction of tax at source (TDS) as required by applicable tax laws. In case tax is deducted at source by you as per applicable tax laws, a withholding tax certificate as prescribed by law will be issued to Oracle India Private Limited within the prescribed timelines for the amount of tax withheld. In the event of non-issuance of the prescribed tax withholding/deduction certificate within the prescribed time lines, you agree to remit the taxes deducted at source to Oracle.

Oracle will raise invoice for the services as per the GST regulations (including E-invoice regulations), make the invoices available to you, remit the applicable taxes charged on the invoice and report the transaction with the Government as per the GST regulations.

You (Customer) will verify the details uploaded by Oracle on the GST portal and in case there is any mismatch in the details uploaded on the GST Portal and the actual invoice, you will communicate/notify the same to Oracle within one month from the due date of payment as prescribed in the Ordering Document and Oracle shall have the correction/rectification done in the GST Portal within time limit prescribed under the GST regulations for such corrections/amendments.

In case you are an SEZ unit intending to avail GST exemption on procurement of services from Oracle India Private Limited, you need to confirm the SEZ status of the location at the time of raising the PO/booking the order.

The SEZ exemption would be specific to sharing the SEZ LOA and location/address of the SEZ unit shared by you. Further, you undertake:

- to provide any document, declarations etc., including but not limited to documents and endorsements required from SEZ authority, to substantiate its eligibility to procure said supplies against 0% IGST and/or Oracle's eligibility to claim a refund against such supplies.
- to use the said service/supply for authorized operations as per the enclosed LOA. In the event there is any demand on Oracle/rejection of refund claim filed by Oracle on account of use of the said services/supplies for other than the authorized operations/non-provision of documents prescribed under the

law for availment of the said tax benefit, you shall indemnify Oracle against any demand, interest, penalty sought to be levied on Oracle and associated costs incurred by it, on this account.

• to intimate Oracle in case of any change in the SEZ status at any time in future.

# **B. Additional Order Terms**

# 1. Data Processing Agreement Exclusion for EDU Cloud Services

The Oracle Data Processing Agreement does not apply to the Cloud Services that contain "EDU" as the prefix in the name of the Cloud Services because such Cloud Services only allow a customer to input certain personal information, such as its own employees' names and business contact details, for which Oracle serves as a data controller and not a data processor.