



ORACLE PARTNERNETWORK AGREEMENT

This Oracle PartnerNetwork Agreement ("agreement") includes the terms and definitions set out below, any technical support policies and Oracle PartnerNetwork policies referenced in this agreement, and any additional written terms posted on the Oracle PartnerNetwork site related to the benefits you receive from Oracle under this agreement. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you of the start date for your membership.

A. Agreement Definitions

"Oracle" refers to Oracle *[insert "Local Country Subsidiary"]*. "You" and "your" refer to the entity that has entered into this agreement to join Oracle PartnerNetwork.

The term "ancillary programs" refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term "application programs" refers to the programs identified in the OPN policies as the application programs.

The term "end user" refers to a third party that is licensed to use the programs for its own internal business operations.

The term "OPN" refers to the Oracle PartnerNetwork.

The terms "Oracle PartnerNetwork policies" and "OPN policies" refer to the policies published by Oracle on the Oracle PartnerNetwork site (as defined below).

The terms "Oracle PartnerNetwork site" and "OPN site" refers to the Oracle PartnerNetwork website located at <http://www.oracle.com/partners>.

The term "programs" refers to the software products owned or distributed by Oracle which you order or download from Oracle, program documentation and any program updates acquired through technical support.

The term "program documentation" refers to the program user manual and program installation manuals.

The term "services" refers to Oracle technical support, education or other services which you use.

The term "technology programs" refers to the programs identified in the OPN policies as the technology programs.

The term "value added package" refers to the hardware and/or software products and/or services having added value, which are developed, sold, provided, and/or licensed by you with the programs or value added sales assistance provided by you.

B. Membership and Benefits Overview

Following processing of your application for membership in OPN, if accepted, you will be notified which of the following partner levels you have successfully enrolled in: Silver, Gold, Platinum, or Diamond. Your membership in OPN is subject to your payment of the membership fees stated in the OPN policies for the partner level applicable to you. This schedule of membership fees, incorporated in this agreement, is subject to change and all membership fees are non-cancelable and non-refundable.

You will be given access to the partner level benefits set forth in the OPN policies that are applicable to your partner level, provided that you continuously meet the applicable partner level criteria and requirements set forth in the OPN policies. Partner level benefits are subject to change at Oracle's discretion. The OPN policies are located on the OPN site at (log in, select Membership / Agreements and Policies). The OPN policies incorporated in this agreement are subject to change and may contain additional terms. **Please read the OPN policies carefully as they contain the specific terms applicable to each OPN partner level.** Subject to Section U (Export), your OPN membership covers all of the facilities

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or locations where you conduct activities related to this agreement; provided however, that you will be given access to the partner level benefits only in the country in which you registered to become a partner in the OPN.

You may allow your agents and contractors to use the programs for the purposes permitted by this agreement, and you are responsible for their compliance with this agreement in such use. Program documentation is delivered with the programs, or may be accessed online at <http://oracle.com/contracts>. Services are provided based on Oracle's policy for the applicable services at the time they are ordered and those policies are subject to change.

You will be given access to the OPN site as part of your membership in OPN. You are responsible for compliance with the terms of this agreement and the Oracle.com Terms of Use accessed from the OPN site by anyone accessing the OPN site with your OPN company identifier. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations under this section.

C. Technology Programs

Your use of any technology programs shall be subject to the terms set out in the OPN policies and the terms of this agreement. Provided that you continue to satisfy the then-current OPN policies for the technology programs and comply with this agreement, you are granted the rights below.

1. Demonstration Licenses

Oracle grants you a non-exclusive, limited license to use the technology programs identified in the OPN policies for your partner level to: (a) demonstrate the programs to potential end users solely in connection with your value added package; and (b) to provide training for employees and end users solely in connection with the value added package that you distribute pursuant to a distribution agreement with Oracle. Your use of such demonstration licenses shall be subject to the terms of this agreement and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at (log in, select Membership/Agreements and Policies).

2. Development Licenses

Oracle grants you a non-exclusive, limited license to use the technology programs identified in the OPN policies for your partner level to: (a) demonstrate, develop or prototype your value added package for the intended commercial use of multiple end users; (b) provide technical support for employees and end users solely in connection with your value added package that you distribute pursuant to a distribution agreement with Oracle that authorizes you to provide technical support for the Oracle programs; and (c) provide training for the value added package to employees and end users to whom you have distributed the value added package pursuant to a distribution agreement with Oracle. Development licenses may not be used to develop or administer your value added package for the exclusive use of a specific end user. Development licenses may be used to create a prototype or proof of concept of the value added package to secure an end user's purchase of the programs. Development licenses may be used to develop a value added package for commercial use by end users as a hosted service or subscription service, but applicable license and technical support fees will be due to Oracle pursuant to Oracle's then current price list for such development licenses and any additional licenses needed for delivery of such hosted service or subscription service upon the initial delivery of such hosted service or subscription service to any end user. Your use of the development licenses shall be subject to the terms of this agreement and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at (log in, select Membership/Agreements and Policies).

D. Application Programs

Your use of any application programs shall be subject to the terms set out in the OPN policies, and the terms of this agreement. Provided that you continue to satisfy the then-current OPN policies for the application programs and comply with this agreement, you are granted the rights below.

1. Demonstration Licenses

Oracle grants you a non-exclusive, limited license to use the application programs identified in the OPN policies for your partner level to: (a) demonstrate the programs to potential end users solely in connection with your value added package; and (b) provide training for the value added package to your employees. Your use of the demonstration licenses shall be subject to the terms of this agreement and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at (log in select Membership/Agreements and Policies).

2. Integration Licenses

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Oracle grants you a non-exclusive, limited license to use the application programs identified in the OPN policies for your partner level to integrate the application programs with your proprietary application program for your value added package. Integration licenses may not be used to develop or administer your value added package for the exclusive use of a specific end user. Integration licenses may be used to create a prototype or proof of concept of the value added package to secure an end user's purchase of the programs. Your use of the integration licenses shall be subject to the terms of this agreement and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at (log in, select Membership/Agreements and Policies).

E. Program Delivery

Oracle has made the programs available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in the OPN policies. You must obtain the programs directly from Oracle and must access and electronically download to your location the programs identified in the OPN policies for your partner level; you may not distribute the programs to any separate legal entity under this agreement. Your use of any programs that you download shall be subject to the terms set out in the OPN policies and the terms of this agreement. Provided that you have continuously maintained your membership in OPN, you may continue to download the software and related program documentation for the programs listed in the OPN policies. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this agreement, electronic download or otherwise. You shall be responsible for installation of the software.

F. Technical Support

You will be given access to the technical support benefits applicable to your partner level as set forth in the OPN policies, provided that you continuously meet the applicable partner level criteria and requirements set forth in the OPN policies. These benefits are subject to change at Oracle's discretion. Technical support services are provided under Oracle's technical support policies in effect at the time the services are provided and are subject to those policies and the terms of this agreement. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for the supported programs during the period for which your OPN membership is valid. You should review the technical support policies and you may access the current version of the technical support policies at (log in, select Membership / Agreements and Policies).

G. Methodology and Engagement Materials

Your use of the Oracle consulting methodologies and engagement materials for the programs and related documentation ("methodologies"), which are further defined in the OPN policies, shall be subject to the terms below.

As further described in the OPN policies, Oracle may grant to you a non-exclusive, non-transferable, limited license to use and to make an unlimited number of copies of the methodologies, subject to the OPN policies, for the following purposes: (1) to use the methodologies in connection with the implementation of programs for your end users who have acquired valid licenses for such programs; (2) to provide training to your employees in use of the methodologies; (3) to demonstrate the methodologies to end users; and (4) to copy the methodologies for archival or backup purposes. You may allow your agents and contractors to use the methodologies for these purposes, subject to the terms of this agreement. All titles, trademarks, and copyright and restricted rights notices contained in the methodologies shall be reproduced in any copies of the methodologies. All copies of the methodologies shall be subject to the terms of this agreement.

H. Additional Oracle Resources

From time to time, during the term of this agreement, Oracle may provide you with access to Oracle marketing materials, technical support materials, consulting materials, and other software or services ("additional Oracle resources"). Your use of the additional Oracle resources shall be subject to the terms of this agreement, those terms set out in the Oracle PartnerNetwork policies, and any additional written terms posted on the Oracle PartnerNetwork site or other Oracle website related to the additional Oracle resources.

I. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to the programs and methodologies, and Oracle retains all ownership and intellectual property rights to anything developed by Oracle and provided to you under this

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agreement (“deliverables”), and additional Oracle resources (the programs, methodologies, deliverables, and additional Oracle resources are collectively referred to herein as the “Oracle property”). You may make a sufficient number of copies of each program for your licensed use and one copy of each program media. All other rights are reserved, and this agreement does not grant any rights, whether by implication, estoppel, or otherwise, other than those rights specifically described in this agreement.

The programs may contain third party technology. Oracle may provide certain notices to you in the program documentation in connection with such third party technology. For clarity, the existence of a notice does not affect the terms under which third party technology is licensed to you.

Third party technology will be licensed to you either under the terms of this agreement or, if specified in the program documentation, under separate license terms (“separate terms”) and not under the terms of this agreement (“separately licensed third party technology”). Notwithstanding any other terms of this agreement, your rights to use (including without limitation the right to distribute) such separately licensed third party technology under the separate terms are not restricted in any way by this agreement. However, solely with respect to separately licensed third party technology that is part of the programs, and is used: (i) in unmodified form; (ii) as part of the programs; (iii) in accordance with the license grant for the relevant programs and all other terms and conditions of this agreement, and (iv) in compliance with any of the separate terms that require (a) provision of notices in the form and to the extent provided by Oracle, (b) distribution of specified source code (in the form and to the extent such source code is provided by Oracle), and/or (c) distribution of the separately license third party technology under the separate terms in the form and to the extent provided by Oracle, Oracle will provide indemnification for separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the programs under the terms of this agreement. Oracle will provide indemnification for third party technology that is part of the programs and not separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the programs under the terms of this agreement.

You may not:

- remove or modify any program markings or any notice of Oracle’s or its licensors’ proprietary rights;
- make the Oracle property available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific program license or deliverables from the services you have acquired);
- cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program benchmark tests without Oracle’s prior written consent;
- use the Oracle property in a manner that misrepresents your relationship with Oracle or is otherwise misleading or that reflects negatively on Oracle;
- use or duplicate the Oracle property provided to you by Oracle for any purpose other than as specified in the OPN policies or expressly provided in this agreement or make the Oracle property available to unauthorized third parties;
- use the Oracle property for your own internal business operations, or use the Oracle property or make the Oracle property available in any manner to any third party for use in the third party’s business operations or for any other commercial or production use;
- engage in any conduct that may be detrimental to Oracle or to the Oracle property; or
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement.

If you desire to use the Oracle property for any use other than the development, integration or demonstration use allowed under this agreement, including but not limited to the right to distribute the programs, you must enter into an appropriate agreement with Oracle to acquire the necessary rights.

J. Warranties; Disclaimers and Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID TO ORACLE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THOSE SERVICES.

NOTWITHSTANDING THE ABOVE, ALL CONTENT PROVIDED BY ORACLE ON THE OPN SITE IS PROVIDED BY ORACLE ON AN "AS IS" BASIS. ORACLE DOES NOT GUARANTEE THAT THE CONTENT PROVIDED BY ORACLE ON THE OPN SITE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE OPN SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND ORACLE SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH CONTENT OR YOUR USE OF THE CONTENT ON THE OPN SITE.

TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

K. Indemnification

If a third party makes a claim against you that any program infringes its intellectual property rights based on your authorized use of the programs in accordance with the terms of this agreement, Oracle will indemnify you against the claim if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the programs may have violated someone else's intellectual property rights based on your authorized use of the programs in accordance with the terms of this agreement, Oracle may choose to either modify the program to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable program and refund any unused, prepaid technical support fees you have paid to Oracle. Oracle will not indemnify you if you alter a program or use it outside the scope of use identified in the program documentation or if you use a version of the program which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the program which was provided to you. Oracle will not indemnify you to the extent that an infringement claim is based upon products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any program with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the programs as delivered to you and used by you in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you for any infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this agreement. If a third party makes a claim against Oracle that any information, design, specification, instruction, software, data, or material ("material") furnished by you to Oracle under this agreement infringes their intellectual property right, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

L. Term, Termination & Renewal

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This agreement shall remain in effect for 1 year from the membership start date shown in the notification to you of your acceptance as a member of OPN. This agreement may be terminated by either party for any reason and at any time by providing thirty (30) days prior written notice to the other party. If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, including but not limited to your failure to pay the membership fees as required herein, then the breaching party is in default and the non-breaching party may terminate this agreement. If you become insolvent, substantially cease conducting business, make a general assignment for the benefit of creditors, or suffer or permit the appointment of a receiver for your business or assets, then Oracle may terminate this agreement. If Oracle ends this agreement as specified in this paragraph, you must pay within 30 days from notification of the termination all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days from notification of the termination all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees or if the breach is of a nature which cannot be corrected, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use the Oracle property. Notwithstanding the terms of Section S (Entire Agreement) Oracle may terminate this agreement and your membership in OPN if you breach the terms of any agreement under which you are permitted to distribute Oracle programs.

Upon termination or expiration of this agreement, you shall cease to be a member of OPN and all of your rights to receive the services detailed in this agreement and the OPN policies and to use the Oracle property shall cease. Upon termination or expiration of this agreement you shall cease using, and shall return or destroy, all copies of the applicable Oracle property and shall return, destroy, or refrain from using any information regarding marketing or sales opportunities provided by Oracle.

Any renewal of this agreement shall be subject to Oracle's standard terms and fees in effect at such time and shall be at Oracle's sole discretion. You may apply for renewal of your membership in OPN by on-line electronic acceptance of the terms of the then current OPN agreement, and Oracle will notify you if it accepts your application for renewal. Provisions that survive termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.

M. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the methodologies, the content accessible on the OPN site, the terms under this agreement, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that (1) is or becomes a part of the public domain through no act or omission of the other party; (2) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (3) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (4) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. In addition, you agree that you may not disclose to investors or potential investors information regarding Oracle's financial performance or your company's financial performance specifically related to Oracle programs and/or services without prior written consent from Oracle's Investor Relations group. Nothing shall prevent (1) either party from disclosing the terms or pricing under this agreement in any legal proceeding arising from or in connection with the terms of this agreement, (2) Oracle from disclosing to an Oracle VAD information about the status of your membership in the Oracle PartnerNetwork or this agreement, or (3) either party from disclosing the confidential information to a federal or state governmental entity as required by law.

N. Logo License

To promote your relationship with Oracle under this agreement, Oracle grants you a non-exclusive, non-transferable right to use the Oracle logos made available to you as set forth in the OPN policies (the "logos"), provided that you continuously meet the applicable criteria and requirements set forth in the OPN policies. Oracle may modify any of the logos from time to time and you shall stop using any prior version following any such modification. Your use of the logos shall strictly comply with Oracle's Logo and Advertising Template Guidelines set forth at (log in, select Membership /

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Agreements and Policies), which may be modified from time to time. You shall not use the logos in a manner that misrepresents your relationship with Oracle or is otherwise misleading, or that reflects negatively on Oracle. All products and services in connection with which you use the logos shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of your use of a logo and compliance with Oracle's quality standards. If Oracle, in its sole discretion, determines that your use of a logo is not in compliance with this agreement, you shall promptly modify or discontinue your use of the logo as directed by Oracle. Oracle may change the logos and Logo and Advertising Template Guidelines, and, upon reasonable notice from Oracle, you shall promptly modify your use of the logos to conform to any such changed logo or Logo and Advertising Template Guidelines. You acknowledge that you are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of Oracle trademarks (including the "logos") by you shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including "Ora") as a part of any of your trademarks, product names, service names, company name, or Internet addresses.

O. Relationship of the Parties

In all matters relating to this agreement you will act as an independent contractor. The relationship between Oracle and you is that of licensor/licensee. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. You acknowledge that in your delivery of any computer consulting services to end users you are not acting as Oracle's agent and you agree to state the same in any services agreement you enter into with such end users. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or used to create such software.

P. Opt-in to Marketing

As a member of OPN at any level, you will need to know about membership and participation in OPN, new related products and services, conferences, events, and training. Notwithstanding any selection to opt out of receiving electronic marketing from Oracle that you may make during your registration, your participation in OPN will serve as an opt-in to receive Oracle marketing that may be deemed relevant to Oracle partners. You are responsible for providing any notices and obtaining any consents, if required, from any persons who are signed up to OPN on your behalf.

Q. Privacy and Data Protection

If you provide Oracle with personal information concerning your customers, prospects or employees, Oracle will only use the information in manners consistent with those specified in this agreement or any distribution agreements entered into with Oracle to accomplish their purposes, or as otherwise indicated at the time Oracle collects such information. This information may be maintained by Oracle in data centers in the United States and may be accessed by Oracle's global personnel as required for business purposes. You agree to provide all relevant notices and obtain any consents required to share the information with Oracle.

If Oracle provides you with personal information concerning Oracle's partners, customers, prospects, or employees, you agree that you will permit access to and use of such information solely in connection with the sale of Oracle products or services and for the limited purpose(s) for which it was provided by Oracle under this agreement. You also agree to comply with all laws that apply to your use of this information for such purposes.

The requirements of this section do not apply to either party's relationships with its customers.

R. URLs

It is your responsibility to regularly monitor all applicable URLs referenced in this agreement. You confirm that you have access to the Internet and confirm that prior to entering into this agreement you have read the policies identified in this agreement and agree to the terms and conditions set out in those policies. You undertake that you will visit the websites referenced above on a regular basis so that you are aware of any amendments Oracle may make to those policies from time to time.

S. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in an URL or referenced policy), together with any applicable additional written terms posted on the OPN site related to the Oracle property you receive from Oracle under this agreement and any applicable Oracle ordering document or online ordering system, are the complete agreement for the Oracle property and your membership in OPN, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding the Oracle property and your membership in OPN. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any order with Oracle shall supersede the terms in any purchase order or other non-Oracle document or non-Oracle online ordering system and no terms included in any such purchase order or other non-Oracle document or non-Oracle online ordering system shall apply to the programs and/or services ordered. This agreement and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through OPN by authorized representatives of you and Oracle. Any notice required under this agreement shall be provided to the other party in writing.

T. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ORACLE PARTNERNETWORK AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL MEMBERSHIP FEES YOU PAID ORACLE FOR THE RELEVANT YEAR DURING WHICH A CLAIM IS MADE.

U. Export

Export laws and regulations of the United States and other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use of the programs (including technical data) and any services deliverables provided under this agreement and you agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program and/or materials resulting from 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.

V. Other

1. This agreement is governed by the substantive and procedural laws of *[insert "the State of California" or Local Country Name]* and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement. *[This section may be further localized as needed.]*
2. If you have a dispute with Oracle, or if you wish to provide a notice under Section K (Indemnification) of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: *[insert local Oracle subsidiary name and appropriate mailing address – ok to include "Attn: General Counsel" or something similar.]*
3. You may not assign this agreement or give or transfer the Oracle property or an interest in such Oracle property to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs.
4. Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
5. Upon 45 days written notice, Oracle may audit your use of the Oracle property. Any such audit shall not unreasonably interfere with your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information including but not limited to relevant books, records, agreements, servers, technical personnel, and order reporting systems. You agree to pay within 30 days of written notification any fees applicable to your use of the Oracle property in excess of your license rights. If you do not pay, Oracle can end

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your technical support, licenses, your OPN membership and this agreement, and/or may choose not to accept your application to renew this agreement at such time of renewal. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

- 6. Oracle shall not have any liability to you for any claims made by third parties arising out of your use of Oracle trademarks (including the "logos"). You agree to indemnify Oracle for any loss, liability, damages, cost or expense (including attorneys' fees) arising out of any claims which may be made against Oracle arising out of your use of the logos where such claim relates to your activities, products or services. Notwithstanding the above, you shall have no obligation to indemnify Oracle with respect to a claim of trademark or copyright infringement based upon your use of the logos as expressly permitted under this agreement.
- 7. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You agree 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 you.
- 8. The Uniform Computer Information Transactions Act does not apply to this agreement. *[This may be deleted outside the U.S.]*

W. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God; pandemic, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party's obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or services provided.

The effective date of this agreement is the start date of your OPN membership: _____, 201_ *[to be completed by Oracle – insert membership start date]*

YOUR COMPANY
NAME: _____
YOUR COMPANY
ADDRESS: _____
YOUR FAX NO.: _____
Authorized Signature: _____
Name: _____
Title: _____
Signature Date: _____
Agreement No.: _____

ORACLE *[Insert local country subsidiary]*

Authorized Signature: _____
Name: _____
Title: _____
Signature Date: _____

[to be completed by Oracle]