



## CONFERENCE ROOM PILOT AGREEMENT FOR ORACLE CLOUD SERVICES

BY CLICKING THE "I ACCEPT" BUTTON OR EXECUTING AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDERING DOCUMENT" OR "ORDER"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS IS A LEGAL AGREEMENT ("AGREEMENT") BETWEEN YOU AND ORACLE CORPORATION JAPAN ("ORACLE") STATING THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE ORACLE CLOUD SERVICE CONFERENCE ROOM PILOT. IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "YOU" AND "YOUR" SHALL REFER TO SUCH ENTITY.

### 1. AGREEMENT DEFINITIONS

- 1.1. **"Ancillary Program"** means any software agent or tool owned or licensed by Oracle that Oracle makes available to You for download as part of the Conference Room Pilot Cloud Services for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment. The term "Ancillary Program" does not include Separately Licensed Third Party Technology.
- 1.2. **"Conference Room Pilot Cloud Services"** or **"Pilot Cloud Services"** mean, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle Programs) listed in Your order and defined in the Service Specifications. The terms "Conference Room Pilot Cloud Services" and "Pilot Cloud Services" do not include Professional Services.
- 1.3. **"Oracle Programs"** refers to the software products owned or licensed by Oracle to which Oracle grants You access as part of the Pilot Cloud Services, including Program Documentation, and any program updates provided as part of the Pilot Cloud Services. The term "Oracle Programs" does not include Separately Licensed Third Party Technology.
- 1.4. **"Professional Services"** means, collectively, the consulting and other professional Services which You have ordered. Professional Services include any deliverables described in Your order and delivered by Oracle to You under the order. The term "Professional Services" does not include Conference Room Pilot Cloud Services or Pilot Cloud Services.
- 1.5. **"Program Documentation"** refers to the program user manuals for the Oracle Programs referenced within the Service Specifications for Conference Room Pilot Cloud Services, as well as any help windows and readme files for such Oracle Programs that are accessible from within the Services. The Program Documentation describes technical and functional aspects of the Oracle Programs. You may access the documentation online at <http://oracle.com/contracts> or such other address specified by Oracle.
- 1.6. **"Separate Terms"** refers to separate license terms that are specified in the Program Documentation, Service Specifications, readme or notice files and that apply to Separately Licensed Third Party Technology.
- 1.7. **"Separately Licensed Third Party Technology"** refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- 1.8. **"Services"** means, collectively, both the Conference Room Pilot Cloud Services and Professional Services that You have ordered.
- 1.9. **"Services Environment"** refers to the combination of hardware and software components owned, licensed or managed by Oracle to which Oracle grants You and Your Users access as part of the Pilot Cloud Services which You have ordered. As applicable and subject to the terms of this Agreement

and Your order, Oracle Programs, Third Party Content and Your Content may be hosted in the Services Environment.

- 1.10. **“Service Specifications”** means the descriptions on [www.oracle.com/contracts](http://www.oracle.com/contracts), or such other address specified by Oracle, that are applicable to the Services under Your order, including any Program Documentation, and other descriptions referenced or incorporated in such descriptions. The Service Specifications do not include any Oracle Hosting and Delivery Policy.
- 1.11. “Services Period” is defined in Section 0, below.
- 1.12. **“Third Party Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, that are obtained or derived from third party sources outside of Oracle and made available to You through, within, or in conjunction with Your use of, the Pilot Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, and data libraries and dictionaries. Third Party Content does not include Separately Licensed Third Party Technology.
- 1.13. **“Users”** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the Pilot Cloud Services in accordance with this Agreement and Your order.
- 1.14. **“Your Content”** means all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, provided by You or Your Users that reside in, or run on or through, the Services Environment. You agree not to include any production data or personally identifiable information in the Services Environment.

## 2. **PILOT SERVICES PERIOD**

This Agreement is effective on the effective date of Your order (the “effective date”) and will terminate at the end of the Conference Room Pilot period set forth in Your order unless terminated earlier in accordance with this Agreement (the “Services Period”).

## 3. **RIGHTS GRANTED**

- 3.1. For the duration of the Services Period and subject to the terms of this Agreement and Your order, including the Service Specifications and Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, royalty free, worldwide limited right to access and use the Services that You ordered, including anything developed by Oracle and delivered to You as part of the Services, solely for Your internal business purpose of evaluating Oracle’s Cloud Service offering within a conference room pilot setting and not for any production or commercial purposes. You may allow Your Users to use the Services for this purpose and You are responsible for Your Users’ compliance with this Agreement and the order.
- 3.2. You do not acquire under this Agreement any right or license to use the Services, including the Oracle Programs and Services Environment, in excess of the scope and/or duration of the Services stated in Your order. Upon the end of the Services ordered, Your right to access and use the Services will terminate.
- 3.3. To enable Oracle to provide You and Your Users with the Services, You grant Oracle the right to use, process and transmit, in accordance with this Agreement and Your order, Your Content for the duration of the Services Period.
- 3.4. You acknowledge that Oracle has no delivery obligation for Oracle Programs and will not ship copies of such programs to You as part of the Services.
- 3.5. The Services may contain or require the use of Separately Licensed Third Party Technology. You are responsible for complying with the Separate Terms specified by Oracle that govern your use of Separately Licensed Third Party Technology. Oracle may provide certain notices to You in the Service Specifications, Program Documentation, readme or notice files in connection with such Separately Licensed Third Party Technology. The third party owner, author or provider of such Separately

Licensed Third Party Technology retains all ownership and intellectual property rights in and to such Separately Licensed Third Party Technology.

- 3.6. As part of certain Pilot Cloud Services offerings, Oracle may provide You with access to Third Party Content within the Services Environment. The type and scope of any Third Party Content is defined in the Service Specifications applicable to Your order. The third party owner, author or provider of such Third Party Content retains all ownership and intellectual property rights in and to that content, and Your rights to use such Third Party Content are subject to, and governed by, the terms applicable to such content as specified by such third party owner, author or provider.
- 3.7. The Oracle Conference Room Pilot Cloud Services provide an opportunity for current and potential Oracle customers to experience Oracle Cloud Services before purchasing the service. The Conference Room Pilot Cloud Services hereunder are provided as a convenience and You agree that Oracle is not obligated to provide any technical support, phone support, or updates for the Services or for any Oracle Program accessed or used within the Services. As a Conference Room Pilot user, You agree not to open Oracle Service Requests, use Oracle Support Channels, or otherwise contact Oracle to request assistance with problems or questions experienced during the use of the Services. Oracle makes no assurance regarding the integrity or retention of Your Content. You understand that You should frequently back up Your Content that You load into, or create within, the Services Environment. Oracle reserves the right at its sole discretion to delete, at any time and for any reason, any of Your Content and it may become permanently lost if so deleted.

#### **4. OWNERSHIP AND RESTRICTIONS**

- 4.1. You retain all ownership and intellectual property rights in and to Your Content. Oracle or its licensors retain all ownership and intellectual property rights to the Services, including Oracle Programs and Ancillary Programs, and derivative works thereof, and to anything developed or delivered by or on behalf of Oracle under this Agreement.
- 4.2. You may not, or cause or permit others to:
- a) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights;
  - b) make the programs or materials resulting from the Services available in any manner to any third party;
  - c) modify, make derivative works of, disassemble, decompile, or reverse engineer any part of the Services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or use the Services in order to build or support, and/or assist a third party in building or supporting, products or Services competitive to Oracle;
  - d) perform or disclose any benchmark or performance tests of the Services, including the Oracle Programs, without Oracle's prior written consent;
  - e) perform or disclose any of the following security testing of the Services Environment or associated infrastructure without Oracle's prior written consent: network discovery, port and service identification, vulnerability scanning, password cracking, remote access testing, or penetration testing; and
  - f) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the Services, Oracle Programs, Ancillary Programs, Services Environments or materials available, to any third party.
- 4.3. The rights granted to You under this Agreement are also conditioned on the following:
- a) the Services are intended solely for Your internal business purpose of evaluating Oracle's Cloud Service offering within a conference room pilot setting and not for any production or commercial purposes;
  - b) no part of the Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means; and
  - c) You make every reasonable effort to prevent unauthorized third parties from accessing the Services.

## **5. SERVICE SPECIFICATIONS**

The Services are subject to and governed by Service Specifications applicable to Your order. Service Specifications may define provisioning and management processes applicable to the Services (such as capacity planning), types and quantities of system resources (such as storage allotments), functional and technical aspects of the Oracle Programs, as well as any Services deliverables. The Service Specifications are subject to change at Oracle's discretion.

## **6. USE OF THE SERVICES**

- 6.1. You are responsible for identifying and authenticating all Users, for approving access by such Users to the Services, for controlling against unauthorized access by Users, and for maintaining the confidentiality of usernames, passwords and account information. By federating or otherwise associating Your and Your Users' usernames, passwords and accounts with Oracle, You accept responsibility for the timely and proper termination of user records in Your local (intranet) identity infrastructure or on Your local computers. Oracle is not responsible for any harm caused by Your Users, including individuals who were not authorized to have access to the Services but who were able to gain access because usernames, passwords or accounts were not terminated on a timely basis in Your local identity management infrastructure or Your local computers. You are responsible for all activities that occur under Your and Your Users' usernames, passwords or accounts or as a result of Your or Your Users' access to the Services, and agree to notify Oracle immediately of any unauthorized use.
- 6.2. You agree not to use or permit use of the Services for improper or illegal purposes (including uses that constitute infringement of intellectual property rights), or for purposes in violation of the provisions of this Agreement or of Your order. You shall have sole responsibility to ensure that Your Users only use the Services in accordance with applicable law, this Agreement and Your order. In addition to any other rights afforded to Oracle under this Agreement, Oracle reserves the right, but has no obligation, to take remedial action if any material (including Third Party Content) violates the restrictions in the foregoing sentence (the "Acceptable Use Policy"), including the removal or disablement of access to such material. Oracle shall have no liability to You in the event that Oracle takes such action.
- 6.3. You shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all of Your Content. You must ensure that Your Content does not include security vulnerabilities, including any viruses, Trojan horses, worms or other programming routines that could limit or harm the functionality of a computer or that could damage, intercept or expropriate data. You agree not to include any production data or personally identifiable information in the Services Environment. You agree to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this section.
- 6.4. You are required to accept any patches, bug fixes, updates, maintenance and service packs (collectively, "Patches") Oracle requires, including for the Oracle Programs, as such Patches are generally released by Oracle.

## **7. FEES AND TAXES**

- 7.1. The Conference Room Pilot Cloud Services under this Agreement are provided to You free of charge during the Services Period. Professional Services required for the Conference Room Pilot Cloud Services are subject to any fees set forth in Your order. All fees payable to Oracle are due no later than the end of the month following the month in which the Oracle invoice is issued. Once placed, Your order is non-cancelable and the sums paid nonrefundable, except as provided in this Agreement or Your order. You will pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the Services You ordered, except for taxes based on Oracle's income. Also, You will reimburse Oracle for reasonable expenses related to providing any Professional Services. Fees for Services listed in an order are exclusive of taxes and expenses.
- 7.2. Invoices will be submitted to You pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

## **8. END OF SERVICES**

- 8.1. Upon the end of the Services, You no longer have rights to access or use the Services, including the associated Oracle Programs and Services Environments, and except as may be required by law, Oracle will delete or otherwise render inaccessible any of Your Content that remains in the Services Environment.
- 8.2. Oracle may temporarily suspend Your password, account, and access to or use of the Conference Room Pilot Cloud Services if You or Your Users violate any provision within the 'Rights Granted', 'Ownership and Restrictions', 'Fees and Taxes', 'Use of the Services', 'No Production or Personal Data', or "Export" sections of this Agreement, or if in Oracle's reasonable judgment, the Services or any component thereof are about to suffer a significant threat to security or functionality. Oracle will provide advance notice to You of any such suspension in Oracle's reasonable discretion based on the nature of the circumstances giving rise to the suspension. Oracle will use reasonable efforts to re-establish the affected Services promptly after Oracle determines, in its reasonable discretion, that the situation giving rise to the suspension has been cured. You may terminate this Agreement at any time upon written notice to Oracle. Any suspension or termination by Oracle or You under this paragraph shall not excuse You from Your obligation to make payment(s) under this Agreement.
- 8.3. 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, then the breaching party is in default and the non-breaching party may terminate Your order and this Agreement. If Oracle terminates the Agreement and Your order as specified in the preceding sentence, You must pay within 30 days all amounts that have accrued prior to such termination, as well as all sums remaining unpaid for the Services ordered under this Agreement plus related taxes and expenses.
- 8.4. Provisions that survive termination or expiration of this Agreement are those relating to limitation of liability, infringement indemnity, payment and others which by their nature are intended to survive.

## **9. NONDISCLOSURE**

- 9.1. 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 terms and pricing under this Agreement, Your Content residing in the Services Environment, and all information clearly identified as confidential at the time of disclosure.
- 9.2. A party's Confidential Information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) 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; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.
- 9.3. We each agree not to disclose each other's Confidential Information to any third party other than as set forth in the following sentence for a period of three years from the date of the disclosing party's disclosure of the Confidential Information to the receiving party; however, Oracle will hold Your Confidential Information that resides within the Services Environment in confidence for as long as such information resides in the Services Environment. We each may disclose Confidential Information only to those employees, agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than required under this Agreement. Nothing shall prevent either party from disclosing the terms or pricing under this Agreement or Your order in any legal proceeding arising from or in connection with this Agreement or from disclosing the Confidential Information to a governmental entity as required by law.

## **10. NO PRODUCTION OR PERSONAL DATA**

The Conference Room Pilot Cloud Services are provided for evaluation purposes only within a conference room pilot setting and not for production use or commercial purposes. Accordingly, You agree not to include in Your Content, or upload, transmit to or create or include in the Services Environment, any production data or any data with particular data protection requirements such as personally identifiable information or other information relating to an identified or identifiable natural person. Oracle makes no representation about the security of Your Content in connection with the Conference Room Pilot Cloud Services.

## **11. WARRANTIES, DISCLAIMERS AND EXCLUSIVE REMEDIES**

- 11.1. Oracle warrants that it will perform the Professional Services in a professional manner in accordance with the Service Specifications for such services. If the Professional Services provided to You were not performed as warranted, You must provide written notice to Oracle within 15 days after the performance of the deficient Professional Services that describes the deficiency in the Services.
- 11.2. THE CONFERENCE ROOM PILOT CLOUD SERVICES ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY, AND ORACLE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS, WARRANTIES, GUARANTEES, AND CONDITIONS WITH REGARD TO THE PILOT CLOUD SERVICES AND ANY THIRD PARTY CONTENT MADE AVAILABLE TO YOU THROUGH, WITHIN, OR IN CONJUNCTION WITH YOUR USE OF, THE SERVICES.
- 11.3. ORACLE DOES NOT GUARANTEE THAT (A) THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, OR THAT ORACLE WILL CORRECT ALL SERVICES ERRORS, OR (B) THE SERVICES WILL MEET YOUR REQUIREMENTS, SPECIFICATIONS OR EXPECTATIONS. YOU ACKNOWLEDGE THAT ORACLE DOES NOT CONTROL THE TRANSFER OF DATA OVER COMMUNICATIONS FACILITIES, INCLUDING THE INTERNET, AND THAT THE SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF SUCH COMMUNICATIONS FACILITIES. ORACLE IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION OR SECURITY OF THE CONFERENCE ROOM PILOT CLOUD SERVICES.
- 11.4. FOR ANY BREACH OF THE PROFESSIONAL SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT PROFESSIONAL SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT PROFESSIONAL SERVICES AND ORACLE WILL REFUND TO YOU THE FEES FOR THE TERMINATED PROFESSIONAL SERVICES THAT YOU PRE-PAID TO ORACLE FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.
- 11.5. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, NONINFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.

## **12. LIMITATION OF LIABILITY**

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF REVENUE OR PROFITS (EXCLUDING FEES UNDER THIS AGREEMENT), DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL IN NO EVENT EXCEED, IN THE AGGREGATE, THE GREATER OF (1) THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR THE PROFESSIONAL SERVICES UNDER YOUR ORDER LESS ANY REFUNDS OR CREDITS RECEIVED BY YOU FROM ORACLE UNDER SUCH ORDER AND (2) JPY 108,695.70.

### **13. INDEMNIFICATION**

- 13.1. Subject to the terms of this Section 0 (Indemnification), if a third party makes a claim against either You or Oracle ("Recipient" which may refer to You or Oracle depending upon which party received the Material), that any information, design, specification, instruction, software, service, data, hardware, or material (collectively, "Material") furnished by either You or Oracle ("Provider" which may refer to You or Oracle depending on which party provided the Material) and used by the Recipient infringes the third party's intellectual property rights, the Provider, at the Provider's sole cost and expense, will defend the Recipient against the claim and indemnify the Recipient 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, if the Recipient does the following:
- a) notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim (or sooner if required by applicable law);
  - b) gives the Provider sole control of the defense and any settlement negotiations; and
  - c) gives the Provider the information, authority and assistance the Provider needs to defend against or settle the claim.
- 13.2. If the Provider believes or it is determined that any of the Material may have violated a third party's intellectual property rights, the Provider may choose to either modify the Material 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, the Provider may end the license for, and require return of, the applicable Material and refund any unused, prepaid fees the Recipient may have paid to the other party for such Material. If such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order.
- 13.3. The Provider will not indemnify the Recipient if the Recipient (a) alters the Material or uses it outside the scope of use identified in the Provider's user or program documentation or Service Specifications, (b) uses a version of the Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material which was made available to the Recipient, or (c) continues to use the applicable Material after the end of the license to use that Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, service, data, hardware or material not furnished by the Provider. Oracle will not indemnify You for any portion of an infringement claim that is based upon the combination of any Material with any products or services not provided by Oracle. Oracle will not indemnify You to the extent that an infringement claim is based on any Material from a third party portal or other external source that is accessible to You within or from the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, etc.). Oracle will not indemnify You for infringement caused by Your actions against any third party if the Services as delivered to You and used 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 intellectual property infringement claim(s) known to You at the time Services rights are obtained.
- 13.4. The term "Material" defined above does not include Separately Licensed Third Party Technology. Solely with respect to Separately Licensed Third Party Technology that is part of or is required to use the Pilot Cloud Services and that is used: (a) in unmodified form; (b) as part of or as required to use the Pilot Cloud Services; and (c) in accordance with the usage grant for the relevant Pilot Cloud Services and all other terms and conditions of this Agreement, Oracle will indemnify You for infringement claims for Separately Licensed Third Party Technology to the same extent as Oracle is required to provide infringement indemnification for Materials under the terms of the Agreement.
- 13.5. This Section 0 provides the parties' exclusive remedy for any infringement claims or damages.

### **14. THIRD PARTY WEB SITES, CONTENT, PRODUCTS AND SERVICES**



- 14.1. The Services may enable You to link to, transmit Your Content to, or otherwise access, other Web sites, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites or any such content, products, services and information accessible from or provided through the Services, and You bear all risks associated with access to and use of such Web sites and third party content, products, services and information.
- 14.2. The nature, type, quality and availability of Third Party Content and any associated features of the Services may change at any time during the Services Period and are provided on an “as-is” and “as available” basis without any warranty of any kind.

## **15. SERVICES TOOLS AND ANCILLARY PROGRAMS**

- 15.1. Oracle may use tools, scripts, software, and utilities (collectively, the “Tools”) to monitor and administer the Services. The Tools will not collect or store any of Your Content residing in the Services Environment, except as necessary to provide the Services or troubleshoot service requests or other problems in the Services. Information collected by the Tools (excluding Your Content) may also be used to assist in managing Oracle’s product and service portfolio, to help Oracle address deficiencies in its product and service offerings, and for license and Services management.
- 15.2. As part of the Pilot Cloud Services, Oracle may provide You with on-line access to download certain Ancillary Programs for use with the Services. If Oracle does not specify Separate Terms for such Ancillary Programs, You shall have a non-transferable, non-exclusive, non-assignable, limited right to use such Ancillary Programs solely to facilitate Your access to, operation of, and/or use of the Services Environment, subject to the terms of this Agreement and Your order. Your right to use such Ancillary Programs will terminate upon the earlier of Oracle’s notice (which may be through posting on <https://support.oracle.com> or such other URL designated by Oracle), the end of the Pilot Cloud Services associated with the Ancillary Programs, or the date on which the license to use the Ancillary Programs ends under the Separate Terms specified for such programs.

## **16. SERVICE ANALYSES**

Oracle may (i) compile statistical and other information related to the performance, operation and use of the Services, and (ii) use data from the Services Environment in aggregated form for security and operations management, to create statistical analyses, and for research and development purposes (clauses i and ii are collectively referred to as “Service Analyses”). Oracle may make Service Analyses publicly available; however, Service Analyses will not incorporate Your Content or Confidential Information in a form that could serve to identify You or any individual. Oracle retains all intellectual property rights in Service Analyses.

## **17. EXPORT**

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Services. You agree that such export laws govern Your use of the Services (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, software programs 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.

## **18. 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 cancelation of any export, import or other license); or 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 30 days, either of us may cancel unperformed Services and affected orders



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 the Services.

## **19. GOVERNING LAW AND JURISDICTION**

This Agreement is governed by the substantive and procedural laws of Japan and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the Tokyo District Court in any dispute arising out of or relating to this Agreement. The Uniform Computer Information Transactions Act does not apply to this Agreement or to Your order.

## **20. NOTICE**

- 20.1. Any notice required under this Agreement shall be provided to the other party in writing. If You have a dispute with Oracle or if You wish to provide a notice under the Indemnification Section of this Agreement, or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle Corporation Japan at Oracle Aoyama Center 23F, 2-5-8, Kita-Aoyama, Minato-ku, Tokyo 107-0061 Japan, Attention: General Counsel, Legal Department.
- 20.2. Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the Pilot Cloud Services, and notices specific to You by electronic mail to Your e-mail address on record in Oracle's account information or by written communication sent by first class mail or pre-paid post to Your address on record in Oracle's account information.

## **21. ASSIGNMENT**

You may not assign this Agreement or give or transfer the Services (including the Oracle Programs) or an interest in them to another individual or entity. If You grant a security interest in any portion of the Services, the secured party has no right to use or transfer the Services or any deliverables. The foregoing shall not be construed to limit the rights You may otherwise have with respect to Separately Licensed Third Party Technology licensed under open source or similar license terms.

## **22. OTHER**

- 22.1. Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We each will be responsible for paying our own employees, including employment related taxes and insurance. You shall defend and indemnify Oracle against liability arising under any applicable laws, ordinances or regulations related to Your termination or modification of the employment of any of Your employees in connection with any Services under this Agreement. You understand that Oracle's business partners, including any third party firms retained by You to provide consulting services or applications that interact with the Conference Room Pilot Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing Services as an Oracle subcontractor on an engagement ordered under this Agreement and, if so, then only to the same extent as Oracle would be responsible for Oracle resources under this Agreement.
- 22.2. 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 another term consistent with the purpose and intent of this Agreement.
- 22.3. 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.
- 22.4. You shall obtain at Your sole expense any rights and consents from third parties necessary for Your use of the Services and Oracle's performance of the Services.

- 22.5. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to provide the Services and You will perform the actions identified in Your order as Your responsibilities.
- 22.6. Oracle may audit Your use of the Services (e.g., through use of software tools) to assess whether Your use of the Services is in accordance with Your order. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

### **23. ENTIRE AGREEMENT**

- 23.1. You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy), together with the applicable order, is the complete agreement for the Services ordered by You and supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Services.
- 23.2. It is expressly agreed that the terms of this Agreement and Your order shall supersede the terms in any purchase order, procurement internet portal, or other similar non-Oracle document and no terms included in any such purchase order, portal, or other non-Oracle document shall apply to the Services ordered. In the event of any inconsistencies between the terms of an order and the Agreement, the order shall take precedence. This Agreement and Your order may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of You and of Oracle. No third party beneficiary relationships are created by this Agreement.