

## THIRD PARTY FINANCING NOTICE

Effective Date: March 17, 2014

### Purpose

Where the acquisition of hardware, programs, and/or services (collectively, the "products") acquired from Oracle or one of its distribution partners is financed or leased, this Notice sets forth Oracle's financing and leasing policies. This Notice applies where the Customer or Partner enters into a Funder Contract in order to pay for the products acquired from the supplier.

### Background

Oracle owns the intellectual property that is licensed directly by Oracle or indirectly by Partners, whether sold separately or sold as part of the hardware (including but not limited to operating system and integrated software (e.g. firmware)). This Third-Party Financing Notice ensures that transactions comply with Oracle's policies, including policies relating to the payment, use and distribution of its intellectual property, and provides information on the rights and relationships of the parties.

### Parties

Customer. The end-user that will have the right to use the hardware, programs and services.

Funder. The financial or leasing entity that will enter into a Funder Contract.

Oracle. Oracle Corporation and its affiliates.

Partner. A supplier that acquires the hardware, programs and services from Oracle to fulfill (directly or through an authorized Oracle distributor) an Order.

### Agreements

Order. The document provided to the supplier (Oracle and/or Partner) that specifies the products that Customer wishes to acquire from the supplier, and the related agreement(s) from the supplier that provides the terms of use for these products.

Partner Order. An order placed by Partner on Oracle for Oracle products and services, subject to the applicable distribution agreement with Oracle.

Funder Contract. A loan, financing or leasing arrangement, or other agreement (including a revolving line of credit) provided by Funder for the payment of the products acquired from supplier.

### Payments

Payment Obligation. Regardless of the terms in the Funder Contract or whether the Funder Contract is completed, until the supplier has been fully paid, Customer retains its payment obligations to the supplier. If Funder does not pay all sums due to the supplier, Customer shall pay any remaining balance. Partner remains obligated to pay all fees when due under the original terms of the Partner Order, whether or not Customer's or Partner's financing is completed.

Future Support Payments. Without Oracle's prior written consent, the Funder Contract may not include future support fees, which are due to Oracle. Funder does not have an interest in such future support fees. If Funder receives such payments, Funder will promptly remit all amounts to Oracle.

### Rights and Relationships

No Rights Transferred without Consent. Without Oracle's written consent, a Funder Contract does not grant Funder any interest in or rights to Oracle's intellectual property, licensed software, services, or operating system and integrated software (e.g. firmware) that is a part of hardware products, regardless of agreed upon terms among Partner (or its distributor), Funder or Customer. Any transfer of rights requires Oracle's consent, which shall be in the form of a separate letter from Oracle. Where the Funder Contract is a lease, such consent is required in order for Funder to lease any software (including operating system and integrated software that is a part of hardware). Without Oracle's consent, Partner (or its distributor) may not consent to transfers. The form may be found at: <https://www.oracle.com/products/financing/policies.html>. Funder will only have the rights provided under this consent form, if executed by Oracle. Any rights received by Funder are subject to this notice and the terms in the Order, including any license and export compliance provisions.

Any rights transferred to Funder, including (i) a security interest in or pledge granted by Partner (or its distributor) or Customer of their license rights, or (ii) obtained through Funder's payment of the fees due to supplier do not include:

- (a) any assignment of title, ownership, sublicense or security interest in the intellectual property that is licensed or in the operating system software and integrated software (e.g. firmware) that is a part of the hardware.
- (b) giving Funder (or any other party) the right to use, copy, transfer, re-license or remarket the licenses, operating system or integrated software (e.g. firmware) that is a part of hardware, or the right to receive or redirect services for any purpose (including mitigation of damages), or
- (c) any interest in products and services (or the fees due for them) that are not subject to the Funder Contract (such as consulting fees), and if Funder collects or receives such payments, Funder will promptly remit all amounts received to Oracle.

Separate Agreements. The Order, Partner Order and Funder Contract are separate contracts and form separate contractual relationships without affecting the other contract's terms or parties. Oracle does not assume any obligations to any party beyond those in the Order (and if applicable, Partner Order), including those relating to disputes, risk of termination or any failure to pay by the Customer for any reason.

No contracts impose any obligations, limitations, liabilities or benefits on the parties that have not executed such contracts. If there is a default or cancellation under any contract, each party has the right to independently exercise its remedies and perform its obligations under its contract. Oracle is not obliged to assist Funder in the exercise of Funder's remedies. Funder is not a party to the supply transaction, and obtains no rights in fees that are owed to Oracle from the distribution of its products and services. Oracle, as the owner of the intellectual property, is a third party beneficiary of any order between Partner and Customer, but does not assume any of Partner's obligations thereunder. No other documents on the subject, such as Funder's consent to leasing or license transfers, will bind Oracle or impose obligations on Oracle. Oracle is not obliged to review any Funder Contract, and does not provide advice on how the transaction would be characterized.

### Confirmation

Where payments due to supplier are subject to financing or leasing terms, parties to the Funder Contract shall provide confirmation to Oracle in the form specified at <https://www.oracle.com/products/financing/policies.html>, and deliver such letter to Customer's account representative. Partner shall deliver a copy of this notice to the parties of the Funder Contract.

### Payment; Invoicing; Taxes

Payment and Invoices. Oracle's business practice is to receive a purchase order from Customer (and if applicable, Partner) that refers to the full amount due to Oracle. Oracle's business practice is to invoice Customer (and if applicable, Partner) for sums due to Oracle and all applicable taxes, unless the documents required by Oracle's Third Party Financing Policies have been delivered to Oracle. Customer (and if applicable, Partner) remains liable for any taxes due, and if Funder does not pay all applicable taxes, Customer (and if applicable, Partner) shall timely pay any taxes due under the applicable order.