Oracle RightNow Master
Cloud Services Agreement

This Master Agreement ("Agreement") is between Oracle America, Inc. ("Oracle"), and ("Customer"). This agreement should be read together with each Order Form. Parts of this Agreement may not apply to a particular Customer.

PART ONE – SUBSCRIPTION SERVICES.

1.   **Access to the Subscription Services.** Oracle grants Customer a right to receive the Subscription Services.

1.1.   The Software is located on servers that are controlled by Oracle. Customer may access the Software, but has no right to receive a copy of the object code or source code to the Software. However, for the purpose of accessing the Subscription Services, Customer may download from Oracle onto desktops owned or controlled by Customer an object code copy of an Oracle agent desktop installer software. Oracle grants Customer a nonexclusive, non-assignable, royalty free, limited right during the term of this agreement to download and use the agent desktop installer for this purpose.

1.2.   Customer must have a high speed Internet connection, and hardware and software that is compatible with the Subscription Services, as set out in the Documentation. None of these things are Oracle's responsibility.

1.3.   Oracle regularly upgrades and updates the Subscription Services. This means that the Subscription Services are continually evolving. Some of these changes will occur automatically, while others may require Customer to schedule and implement the changes. The changes may also mean that Customer needs to upgrade its equipment in order to make efficient use of the Subscription Services. Oracle will provide Customer with advance notification in this case. Customer is required to accept all patches, hot-fixes and services packs (collectively, "patches") necessary for the proper function and security of the Subscription Services, including for the Software, as such patches are publicly released by Oracle.

1.4.   Oracle recognizes that Customer may have legitimate business reasons for not upgrading to a new version of the Subscription Services as soon as the version becomes available. However, Oracle will not support old versions indefinitely. Oracle has policy that sets out what happens when old versions reach end-of-life (to view the current policy, click on this link: http://community.rightnow.com/customer/library/release/supportpolicy.php. When an old version used by Customer is at end-of-life, Oracle may remove Customer's access to that version and upgrade Customer to a new version.

1.5.   Oracle and its licensors solely owns the intellectual property in the Subscription Services including the Software and the Documentation.

2.   **Conditions of Use.** The Subscription Services provided to Customer are non-exclusive, non-transferable (except as provided in Section 16.4), and are for Customer's internal business use only. Customer's right to use the Subscription Services is conditional upon the following. Customer may not:

2.1.   transfer to any other person any of its rights to use the Subscription Services;
2.2.   sell, rent or lease the Subscription Services;
2.3.   make the Subscription Services available to anyone who is not an "Authorized User". An Authorized User is an employee of Customer, or of a person to whom Customer has outsourced services, who is authorized to access the Software in accordance with the appropriate Usage Metric and service description;
2.4.   create any derivative works based upon the Subscription Services. Software or Documentation;
2.5.   copy any feature, design or graphic in, or reverse engineer the Software;
2.6.   access the Subscription Services in order to build a competitive solution or to assist someone else to build a competitive solution;
2.7.   use the Subscription Services in a way that violates any criminal or civil law;
2.8.   load test the Subscription Services in order to test scalability;
2.9.   disclose results of any benchmark tests of the Subscription Services, including the Software, without Oracle's prior written consent; or,
2.10. exceed the usage limits listed in the Order Form.

3.   **Customer Data.**

3.1.   Customer must provide all data for use in the Subscription Services, and Oracle is not obliged to modify or add to the Customer Data. Customer is solely responsible for the content and accuracy of the Customer Data.

3.2.   The Customer Data belongs to Customer, and Oracle makes no claim to any right of ownership in it.

3.3.   Customer must provide any notices and obtain any consents related to use of the Subscription Services and Oracle's provision of such services, including those related to the collection, use, processing, transfer and disclosure of personal information, Oracle reserves the right to provide the Subscription Services from locations, and/or through use of subcontractors, worldwide.

3.4.   Oracle must keep the Customer Data confidential in accordance with Section 13 of this Agreement.

3.5.   Oracle must use the Customer Data strictly as necessary to carry out its obligations under this Agreement, and for no other purpose; and will comply with the *Oracle Services Privacy Policy*, which is available at http://www.oracle.com/html/services-privacy-policy.html and incorporated herein by reference. However, Oracle:

3.5.1.   may observe and report back to Customer on Customer's usage of the Subscription Services, and make recommendations for improved usage of the Subscription Services;
3.5.2.   may identify trends and publish reports on its findings provided the reports include data aggregated from more than one customer site and do not identify Customer; and,
3.5.3.   must ensure that the data center containing the Customer Data meets the following physical and electronic security requirements: (i) single point of entry; (ii) main access monitored with additional access for emergency purposes only; (iii) surveillance cameras in facility; (iv) access validation with identity check; (v) access only to persons on Oracle approved

access list; (vi) log-in validation; (vii) creation of accounts only as verified by Oracle or sub-contracted hosting provider; (viii) access to servers via encrypted means; and, (ix) servers running behind firewall(s).

3.6. Oracle must comply with the principles of the EU Data Protection Directive 95/46 and the Telecoms Data Protection Directive as amended ("the Directives") and any successor legislation, in relation to any "personal data" received by or originating from Customer and Customer clients, to the extent that the Directives apply to "data processors".

3.7. Oracle must take the reasonable technical and organizational measures designed to keep Customer Data secure and to protect it against accidental loss or unlawful destruction, alteration, disclosure or access as described in Section 3.5.3 above; and, must deal with Customer's personal information only in accordance with Customer's instructions, provided they are reasonable and lawful.

3.8. Oracle must back up Customer Data once in each 24-hour period.

3.9. Oracle reserves the right to remove or disable access to any Customer Data that violate any criminal or civil law, including data that violate privacy rights or constitute an infringement of intellectual property or other proprietary rights. Oracle shall have no liability to Customer in the event that Oracle takes such action.

4. **Subscription Services Warranties.** Oracle warrants that: (i) the Subscription Services will function substantially as described in the Documentation; and (ii) Oracle owns or otherwise has the right to provide the Subscription Services to Customer under this Agreement. The remedies set out in this Section 4 are Customer's exclusive remedies for breach of the above warranties.

4.1. If the Subscription Services do not function substantially in accordance with the Documentation, Oracle must, at its option, either (i) modify the Subscription Services to conform to the Documentation; or (ii) provide a workaround correction to the Software consistent with the design and functionality of the Software as set forth in the Documentation. If neither of these options is commercially feasible, either party may terminate the relevant Order Form under this Agreement, in which case Oracle shall refund to Customer all fees pre-paid to Oracle under the relevant Order Form for unused Subscription Services.

4.2. If the normal operation, possession or use of the Subscription Services by Customer results in a Legal Action (defined below) or is otherwise found to infringe any third party U.S. intellectual property right or Oracle believes that this is likely, Oracle must, at its option, either (i) obtain a license from such third party for the benefit of Customer; (ii) modify the Subscription Services so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case Oracle shall refund to Customer all fees pre-paid to Oracle under the relevant Order Form for unused Subscription Services.

4.3. However, Oracle has no warranty obligations for:

4.3.1. Software that has been modified by Customer or any third party, unless the modification has been approved in writing by Oracle;

4.3.2. a version of the Subscription Services that has passed its end-of-life date (see Section 1.4); or,

4.3.3. problems in the Subscription Services caused by any third party software or hardware, by accidental damage or by other matters beyond Oracle's reasonable control.

PART TWO – PROFESSIONAL SERVICES.

5. **Professional Services Warranties.** Oracle warrants that (i) the Deliverables will substantially conform to the Statement of Work; and (ii) the Professional Services will be performed with reasonable skill, care and diligence consistent with industry standards. The remedies set out in this Section 5 are Customer's exclusive remedies for breach of either warranty.

5.1. If the Professional Services do not conform to the Statement of Work or are not performed with reasonable skill, care and diligence consistent with industry standards, Oracle shall re-perform the Professional Services to the extent necessary to correct the deficient services. If Oracle cannot substantially correct a breach in a commercially reasonable manner, Customer may end the relevant services and recover the fees Customer paid to Oracle for the deficient services.

6. **Customer's Responsibilities.** Customer must provide Oracle with all information, access, and full good faith cooperation reasonably necessary to enable Oracle to deliver the Professional Services, and must do anything that is identified in the Statement of Work as Customer's responsibility. If Customer fails to do this, Oracle will be relieved of its obligations to the extent that the obligations are dependent upon Customer's performance.

7. **Intellectual Property Rights.** Oracle solely owns the intellectual property in the Deliverables. Upon payment in full of any amounts due for Professional Services, Customer shall have a non-exclusive, non-transferable (except as provided in Section 16.4) right to use the Deliverables for Customer's internal business purposes. This right shall continue for so long as, and be subject to the same terms and conditions as the right to use the Subscription Services.

7.1. If the normal operation, possession or use of the Deliverables by Customer results in a Legal Claim or is otherwise found to infringe any third party U.S. intellectual property right or Oracle believes that this is likely, Oracle must, at its option, either (i) obtain a license from such third party for the benefit of Customer; (ii) modify the Deliverables so that they no longer infringe; or (iii) if neither of these options is commercially feasible, terminate the relevant Order Form under this Agreement, in which case Oracle shall refund to Customer all unused fees pre-paid to Oracle under the relevant Order Form for the infringing portion of the Deliverables.

7.2. However, Oracle has no warranty obligations for:

7.2.1. Deliverables that have been modified by Customer or any third party, unless the modification has been approved in writing by Oracle; or,

7.2.2. Problems in the Deliverables caused by any third party software or hardware, by accidental damage or by other matters beyond Oracle's reasonable control.

PART THREE – GENERAL.

8. **Term of Agreement.** This Agreement starts on the date that Customer signs an Order Form subject to this Agreement and ends at the expiration of the Subscription Term of that Order Form or when Oracle no longer is obliged to provide Customer with Subscription Services or Professional Services under that Order Form.

9. **Payments**. Customer must pay the fees listed in the relevant Order Form in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

   9.1. The fees do not include any taxes, and Customer shall pay any sales, use, value added or other taxes or import duties (other than corporate income taxes payable by Oracle) due as a result of any amounts paid to Oracle. Customer shall bear all of Oracle's costs of collection of overdue fees, including reasonable attorneys' fees.
   9.2. If during the Subscription Term Customer orders additional product to be added to the initial or a subsequent purchase of Subscription Services, the purchase price for the additional product shall be pro-rated so that the added subscriptions terminate on the same day as the then current subscription at the end of the Subscription Term.
   9.3. All fees due under the Agreement are non-cancelable and the sums paid nonrefundable.
   9.4. You agree that you have not relied on the future availability of any Subscription Services, Software or updates in entering into the payment obligations in the Order Form; however, the preceding sentence does not relieve Oracle of its obligations to deliver Subscription Services that you have ordered per the terms of the Agreement.

10. **Termination and Suspension.**

   10.1. Either party may terminate rights granted under a particular Order Form if the other breaches any material term of the Order Form (including a material term of this Agreement insofar as it applies to the Order Form) and the breach is not cured within 30 days of written notice. Customer's breach of Section 2.9 of this Agreement shall be considered a material breach, if not cured within 30 days of Oracle's notification of such excess usage (e.g. by payment of additional fees).
   10.2. In the circumstance that Customer has breached a material term of the agreement, instead of terminating rights granted to a Customer under an Order Form pursuant to section 10.1 above, Oracle may suspend the provision of Subscription Services to Customer for a period of up to 45 days. At any time during that period, Oracle may terminate the rights granted to Customer.
   10.3. Sections 2.4, 2.5, 3.3, 7, 9, 11, 12, 13, 14 and 16 continue after this Agreement ends.
   10.4. If Oracle terminates an Order Form under this Agreement because of non-payment by Customer, all unpaid fees for the remainder of the Subscription Term immediately fall due for payment.
   10.5. Upon termination of Subscription Services, Oracle must promptly and without unreasonable delay provide Customer with all Customer Data in comma separated value (CSV) format. However, Oracle may, but is not obligated to unless otherwise required by law, retain Customer Data in backup media for an additional period of up to 12 months.

11. **Warranty Disclaimer.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, THE SUBSCRIPTION SERVICES (INCLUDING SOFTWARE AND DOCUMENTATION) AND PROFESSIONAL SERVICES (INCLUDING DELIVERABLES) ARE PROVIDED WITH NO OTHER WARRANTIES OF ANY KIND, AND ORACLE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ORACLE DOES NOT WARRANT THAT THE USE OF THE SUBSCRIPTION SERVICES OR PROFESSIONAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

12. **Limitation of Liability.** NEITHER PARTY SHALL BE LIABLE UNDER THIS AGREEMENT FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION, LOST OR CORRUPTED DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY OTHER SIMILAR DAMAGES UNDER ANY THEORY OF LIABILITY (WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY), EVEN IF THE OTHER PARTY HAS BEEN INFORMED OF THIS POSSIBILITY. CUSTOMER ASSUMES ALL RESPONSIBILITY FOR THE SELECTION OF THE SUBSCRIPTION SERVICES, SOFTWARE AND DOCUMENTATION NECESSARY TO ACHIEVE CUSTOMER'S INTENDED RESULTS, AND FOR THE USE AND RESULTS OF THE SUBSCRIPTION SERVICES OR DELIVERABLES. NEITHER PARTY'S TOTAL LIABILITY FOR ANY DIRECT LOSS, COST, CLAIM OR DAMAGES OF ANY KIND RELATED TO THE RELEVANT ORDER FORM SHALL EXCEED THE AMOUNT OF THE FEES PAID BY CUSTOMER TO ORACLE UNDER SUCH RELEVANT ORDER FORM DURING THE 12 MONTHS BEFORE THE EVENT GIVING RISE TO SUCH LOSS, COST, CLAIM OR DAMAGES. THIS LIMITATION ON LIABILITY WAS AND IS AN EXPRESS PART OF THE BARGAIN BETWEEN ORACLE AND CUSTOMER AND WAS A CONTROLLING FACTOR IN THE SETTING OF THE FEES PAYABLE TO ORACLE. HOWEVER, THERE IS NO LIMITATION ON DIRECT LOSS, CLAIM OR DAMAGES ARISING AS A RESULT OF CUSTOMER'S INFRINGEMENT OF ORACLE'S INTELLECTUAL PROPERTY RIGHTS, IN CONNECTION WITH A PARTY'S INDEMNIFICATION OBLIGATIONS FOR THIRD PARTY CLAIMS, OR IN CONNECTION WITH CUSTOMER'S BREACH OF ANY PAYMENT OBLIGATION UNDER THIS AGREEMENT.

13. **Confidentiality.**

   13.1. The Subscription Services (including the Software and Documentation) and Professional Services (including Deliverables) contain valuable trade secrets and other proprietary or protected information that are the sole property of Oracle ("Oracle Confidential Information"), and Customer agrees to use reasonable care to prevent other parties from learning of Oracle Confidential Information. Customer must take reasonable care to prevent unauthorized access to or duplication of the Subscription Services, Software, Documentation, Professional Services and Deliverables.
   13.2. The Customer Data may include valuable trade secrets or other proprietary or protected information that are the sole property of Customer ("Customer Confidential Information"). Oracle must take reasonable care to prevent other parties from learning of Customer Confidential Information.

13.3. Sections 13.1 and 13.2 do not apply to any information that (i) is now, or subsequently becomes, through no act or failure to act on the part of receiving party (the "Receiver"), generally known or available to the public; (ii) is known by the Receiver at the time of receiving such information, as evidenced by the Receiver's records; (iii) is subsequently provided to the Receiver by a third party, as a matter of right and without restriction on disclosure; (iv) independently developed by the Receiver; or (iv) is required to be disclosed by law, provided that the party to whom the information belongs is given prior written notice of any such proposed disclosure.

14. **Indemnification by Oracle.** Oracle must indemnify Customer, its affiliates, directors and employees from any damages finally awarded or agreed to in settlement against Customer (including, without limitation, reasonable costs and legal fees incurred by Customer) arising out of any third party suit, claim or other legal action alleging that the use of the Subscription Services, Documentation or Deliverables by Customer infringes any copyright, trade secret or United States patent, ("Legal Action"). Oracle must also assume the defense of the Legal Action.

14.1. However, Oracle shall have no indemnification obligations for any Legal Action arising out of: (i) a combination of the Subscription Services, Software or Deliverable with software or products not supplied, or approved in writing by Oracle; (ii) any repair, adjustment, modification or alteration to the Subscription Services by Customer or any third party, unless approved in writing by Oracle; or (iii) any refusal by Customer to install and use a non-infringing version of the Subscription Services, or Deliverable offered by Oracle under Section 4.2(ii). Section 4.2(ii) and this Section 14 state the entire liability of Oracle with respect to any intellectual property infringement by the Subscription Services, Software or Deliverable.

14.2. Customer must give written notice to Oracle of any Legal Action no later than 30 days after first receiving notice of a Legal Action, and must give copies to Oracle of all communications, notices and/or other actions relating to the Legal Action. Customer must give Oracle the sole control of the defense of any Legal Action, must act in accordance with the reasonable instructions of Oracle and must give Oracle such assistance as Oracle reasonably requests to defend or settle such claim. Customer may employ its own counsel to assist it with respect to any such claim. Customer must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Oracle or its counsel. Oracle shall be relieved of its indemnification obligation under Section 14 if Customer materially fails to comply with Section 14.2.

15. **Responsibility of Customer.** To the extent permitted by applicable law, Customer must indemnify Oracle, its affiliates, directors, and employees from any damages finally awarded against Oracle (including, without limitation, reasonable costs and legal fees incurred by Oracle) arising out of any third party suit, claim or other legal action (including but not limited to any governmental investigations, complaints and actions) in connection with the Customer Data, including, without limitation, any action for infringement of any trademark, copyright, trade secret, right of publicity or privacy (including defamation), patent or other proprietary right with respect to the Customer Data ("Legal Claim").

15.1. Oracle must give written notice to Customer of any Legal Claim no later than 30 days after first receiving notice of a Legal Claim, and must give copies to Customer of all communications, notices and/or other actions relating to the Legal Claim. Oracle must give Customer the sole control of the defense of any Legal Claim, must act in accordance with the reasonable instructions of Customer and must give Customer such assistance as Customer reasonably requests to defend or settle such claim. Customer must conduct its defense at all times in a manner which is not adverse to Oracle's interests. Oracle may employ its own counsel to assist it with respect to any such claim. Oracle must bear all costs of engaging its own counsel, unless engagement of counsel is necessary because of a conflict of interest with Customer or its counsel. Customer shall be relieved of its indemnification obligation under Section 15 if Oracle materially fails to comply with Section 15.1.

16. **Miscellaneous.**

16.1. This Agreement together with any Order Form or Statement of Work hereunder, represent the entire agreement of the parties, and supersede any prior or current understandings, whether written or oral. If there is a conflict between the Agreement and an Order Form, the Order Form will prevail. If there is a conflict between the Agreement and a Statement of Work, the Agreement will prevail.

16.2. This Agreement may not be changed or any part waived except in writing by the parties.

16.3. This Agreement will be governed by United Sates federal law.

16.4. Customer must not assign or otherwise transfer any of its rights or obligations under this Agreement or any Order Form or Statement of Work hereunder without the prior written consent of Oracle. Oracle may not withhold such consent in the case of an assignment by Customer of its rights and obligations to an entity that has acquired all, or substantially all of Customer's assets, or to an assignment that is part of a genuine corporate restructure. Any assignment in breach of this Section is void. Oracle or its assignee may assign rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution including ay Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g. use of the Government-wide commercial purchase card), Oracle may not assign its rights to receive payment under this Agreement.

16.5. Customer must not export or re-export, directly or indirectly, any Subscription Services, Documentation or Oracle Confidential Information to any countries outside the United States except as permitted under the U.S. Commerce Department's Export Administration Regulations.

16.6. The Subscription Services and Documentation provided to the U.S. Government are "Commercial Items", as that term is defined at 48 C.F.R. 2.101, consisting of "Commercial Computer Software" and "Commercial Computer Software Documentation", within the meaning of 48 C.F.R. 12.212 or 48 C.F.R.227.7202, as applicable. Consistent with 48 C.F.R. 12.212 or 48 C.F.R. 227.7202-1 through 227.7202-4, as applicable, the Commercial Computer Software and Commercial Computer Software Documentation are being licensed to U.S. Government end users (a) only as Commercial Items and (b) with only those rights as are granted to all other end users pursuant to the terms and conditions herein, as provided in FAR 12.212, and DFARS 227.7202-1(a), 227.7202-3(a), 227.7202-4, as applicable.

16.7. This Agreement is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this Agreement to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this Agreement shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by

reference. Oracle shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the Agreement.

16.8. Oracle shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this Agreement.

16.9. Oracle is an independent contractor and both Oracle and Customer agree that no partnership, joint venture, or agency relationship exists between us. Each party will be responsible for paying our own employees, including employment related taxes and insurance.

16.10. Oracle may audit Customer's use of the Subscription Services. Customer agrees to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit will not unreasonably interfere with Customer's normal business operations. Customer agrees to pay within 30 days of written notification any fees applicable to Customer's use of the Subscription Services in excess of its rights. If Customer does not pay, Oracle can end Customer's Subscription Services and the Agreement. Customer agrees that Oracle will not be responsible for any of its costs incurred in cooperating with the audit.

16.11. The Uniform Computer Information Transactions Act does not apply to this Agreement or orders placed under it.

16.12. Customer understands that Oracle's business partners, including any third party firms retained by you to provide computer consulting services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of such business partner, unless the business partner is providing services as an Oracle subcontractor on an engagement ordered under this Agreement.

16.13. If Customer has a dispute with Oracle or if Customer wishes to provide a notice under the Indemnification by Oracle, Subscription Services Warranties and/or Professional Services Warranties sections of this agreement, or if Customer becomes subject to insolvency or other similar legal proceedings, Customer will promptly send written notice to:
Oracle America, Inc.
500 Oracle Parkway
Redwood Shores, CA 94065

17. 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; 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 30 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 the services.

PART FOUR – DEFINITIONS.

18. Glossary.

18.1. "Customer Data" means any electronic information stored in the Software database.

18.2. "Deliverables" means object code, source code, flow charts, documentation, information, reports, test results, findings, and any works and other materials developed by Oracle for Customer as identified "deliverables" under the scope of Professional Services defined in a Statement of Work.

18.3. "Documentation" means user documentation provided electronically by Oracle for use with the Subscription Services, as periodically updated.

18.4. "Order Form" means a document provided by Oracle and signed by Customer that describes Oracle's service offering being ordered by Customer.

18.5. "Professional Services" means the consulting, development and other professional services identified on an Statement of Work, but does not include the Subscription Services.

18.6. "Statement of Work" means a document provided by Oracle and signed by Customer that describes the Professional Services to be provided by Oracle to Customer.

18.7. "Software" means the software to which Oracle permits access to authorized users as part of the Subscription Services, including without limitation the agent desktop installer. The functionality of the Software is described in the Documentation provided by Oracle as part of the Subscription Services under an Order Form..

18.8. "Subscription Services" means Oracle's remote hosted services identified in an Order Form, including access to related Software and Documentation, and any modifications periodically made by Oracle, but does not include the Professional Services.

18.9. "Subscription Term" means the period identified in the Order Form during which Oracle is required to provide Customer with the Subscription Services.

18.10. "Usage Metric" means the service metric definitions and rules defined in the Order Form

Customer	**Oracle**
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____