



CONFERENCE ROOM PILOT AGREEMENT FOR ORACLE CLOUD SERVICES

BY ACCEPTING THIS AGREEMENT THROUGH AN ORDERING DOCUMENT THAT INCORPORATES THIS AGREEMENT (THE "ORDER"), YOU AGREE TO FOLLOW AND BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. 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. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU OR SUCH ENTITY DO NOT AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU MAY NOT USE THE SERVICES.

1. AGREEMENT DEFINITIONS

- 1.1. **"Ancillary Software"** means any software agent or tool that Oracle makes available to You for download for purposes of facilitating Your access to, operation of, and/or use with, the Services Environment.
- 1.2. **"Conference Room Pilot Cloud Services"** or **"CRP 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 "CRP 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 CRP Cloud Services.
- 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.
- 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. **"Services"** means, collectively, both the Conference Room Pilot Cloud Services and Professional Services that You have ordered.
- 1.7. **"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 CRP 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.
- 1.8. **"Service Specifications"** means the descriptions on 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.
- 1.9. **"Services Period"** is defined in Section 2, below.
- 1.10. **"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 CRP Cloud Services. Examples of Third Party Content include data feeds from social network services, rss feeds from blog posts, data libraries and dictionaries and marketing data.

- 1.11. **"Users"** means those employees, contractors, and end users, as applicable, authorized by You or on Your behalf to use the CRP Cloud Services in accordance with this Agreement and Your order. For CRP Cloud Services that are specifically designed to allow Your clients, agents, customers, suppliers or other third parties to access the CRP Cloud Services to interact with You, such third parties will be considered "Users" subject to the terms of this Agreement and Your order.
- 1.12. **"You"** and **"Your"** refers to the individual or entity that has executed the order into which this Agreement is expressly incorporated.
- 1.13. **"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 on behalf of 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 valid for the order which this Agreement accompanies. This Agreement may be referenced for any purchase that increases the quantity of the original Services ordered (e.g., additional Users.). 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 Your payment obligations, and except as otherwise set forth in this Agreement or Your order, You have the non-exclusive, non-assignable, 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 operations and subject to the terms of this Agreement and Your order, including the Service Specifications, for 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. As part of certain CRP Cloud Services offerings, Oracle may provide You with access to Third Party Content. The type and scope of any Third Party Content is defined in Your order or applicable Service Specifications. 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, unless otherwise specified in Your order.
- 3.6. 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 CRP 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.

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 Software, 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 (excluding Your Content) 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 Software, Services Environments or Oracle materials available, to any third party.

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 confidentiality and 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. You agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services.
- 6.2. You shall not 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 sentences (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 are responsible or 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 to defend and indemnify Oracle against any claim arising out of a violation of Your obligations under this Section 6 (Use Of Services). You may disclose or transfer, or instruct Oracle to disclose or transfer, Your Content to a third party, and upon such disclosure or transfer Oracle is no longer responsible for the security or confidentiality of such content and applications outside of Oracle.
- 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. Oracle is not responsible for performance or security issues encountered with the Cloud Services that result from Your failure to accept the application of Patches that are necessary for the proper function and security of the Services.

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 CRP Services are subject to any fees set forth in Your order. All fees payable to Oracle are due within 30 days from the invoice date. 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> or such other address specified by Oracle.

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 CRP 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 that imposes any specific data security obligations for the processing of such data such as health, payment card, 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 CRP 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 promptly provide written notice to Oracle that describes the deficiency in the Professional Services (including, as applicable, the service request number notifying Oracle of 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 CRP CLOUD 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 OPERATE IN COMBINATION WITH YOUR CONTENT OR YOUR

APPLICATIONS, OR WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEMS, SERVICES OR DATA NOT PROVIDED BY ORACLE; (C) 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) USD 1,000 (AUD 1,366.20).

13. INDEMNIFICATION

- 13.1. Subject to the terms of this Section 13 (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. If such Material is third party technology and the terms of the third party license do not allow Oracle to terminate the license, then Oracle may, upon 30 days prior written notice, end the Services associated with such Material and refund to You any unused, prepaid fees for such Services.

- 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 Third Party Content or any Material from a third party portal or other external source that is accessible or made available to You within or by the Services (e.g., a social media post from a third party blog or forum, a third party Web page accessed via a hyperlink, marketing data from third party data providers, 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. This Section 13 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, platforms, content, products, services, and information of third parties. Oracle does not control and is not responsible for such Web sites, platforms 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. Any Third Party Content made accessible by Oracle is provided on an "as-is" and "as available" basis without any warranty of any kind. Third Party Content may be indecent, offensive, inaccurate, infringing or otherwise objectionable or unlawful, and You acknowledge that Oracle is not responsible for and under no obligation to control, monitor or correct Third Party Content; however, Oracle reserves the right to take remedial action if any such content violates applicable restrictions under Section 6.2 of this Agreement, including the removal of, or disablement of access to, such content. Oracle disclaims all liabilities arising from or related to Third Party Content.
- 14.3. You acknowledge that: (i) the nature, type, quality and availability of Third Party Content may change at any time during the Services Period, and (ii) features of the Services that interoperate with third parties such as Facebook™, YouTube™ and Twitter™, etc. (each, a "Third Party Service"), depend on the continuing availability of such third parties' respective application programming interfaces (APIs) for use with the Services. Oracle may update, change or modify the Services under this Agreement as a result of a change in, or unavailability of, such Third Party Content, Third Party Services or APIs. If any third party ceases to make its Third Party Content or APIs available on reasonable terms for the Services, as determined by Oracle in its sole discretion, Oracle may cease providing access to the affected Third Party Content or Third Party Services without any liability to You. Any changes to Third Party Content, Third Party Services or APIs, including their availability or unavailability, during the Services Period does not affect Your obligations under this Agreement or the applicable order, and You will not be entitled to any refund, credit or other compensation due to any such changes.
- 14.4. Any Third Party Content that You store in Your Services Environment will count towards any storage or other allotments applicable to the Cloud Services that You ordered.

15. SERVICES TOOLS AND ANCILLARY SOFTWARE

- 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. Oracle may provide You with on-line access to download certain Ancillary Software for use with the Services. If Oracle licenses Ancillary Software to You and does not specify Separate Terms for such Ancillary Software, then, subject to Your payment obligations, (i) You shall have a non-transferable, non-exclusive, non-assignable, worldwide limited right to use such Ancillary Software 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, including the Service Specifications, (ii) Oracle will maintain such Ancillary Software as part of the CRP Cloud Services, and (iii) Your right to use such Ancillary Software 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) or the end of the CRP Cloud Services associated with the Ancillary. Software If the Ancillary Software is licensed to You under separate third party license terms, then Your use of such software is subject solely to such separate terms.

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

- 17.1. 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.
- 17.2. You acknowledge that the CRP Cloud Services are designed with capabilities for You and Your Users to access the Services Environment without regard to geographic location and to transfer or otherwise move Your Content between the Services Environment and other locations such as User workstations. You are solely responsible for the authorization and management of User accounts, as well as export control and geographic transfer of Your Content.

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 the State of New South Wales, Australia and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Sydney, Australia 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 legal 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 Australia Pty Limited at 4 Julius Avenue, North Ryde, NSW 2113, Australia, Attention: General Counsel, Legal Department.
- 20.2. To request a termination of Services in accordance with this Agreement, You must submit a service request to Oracle at the address specified in Your order or the Service Specifications.
- 20.3. Oracle may give notices applicable to Oracle's Cloud Services customer base by means of a general notice on the Oracle portal for the CRP 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.

22. OTHER

- 22.1. Oracle is an independent contractor and we agree that no partnership, joint venture, or agency relationship exists between us. We are each responsible for paying our own employees, including employment related taxes and insurance. You understand that Oracle's business partners, including any third parties with which Oracle has an integration or that are retained by You to provide consulting services or applications that interact with the CRP Cloud Services, are independent of Oracle and are not Oracle's agents. Oracle is not liable for, bound by, or responsible for any problems with the Services, Your Content arising due to 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 Content and Third Party Content, as well as other vendor's products provided by You that You use with the Services, including such rights and consents as necessary for Oracle to perform the Services under this Agreement.
- 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 and the terms of this Agreement. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. Any such audit shall not unreasonably interfere with Your normal business operations. You agree to pay within 30 days of written notification any fees applicable to Your use of the Services in excess of Your rights. If You do not pay, Oracle can end Your Services and/or Your order. 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. Except as otherwise permitted in Section 5 (Service Specifications) and Section 14 (Third Party Web Sites, Content, Products and Services) with respect to the Services, 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.