



TERMS OF USE FOR ORACLE DISTRIBUTED MOBILE APPLICATIONS

Subject to this Terms of Use for Oracle Distributed Mobile Applications ("Terms of Use"), you shall have the right to (a) to reconfigure and rebrand the Mobile Program (the "Mobile Program") as provided in the program documentation for that program (each a "Distributed Mobile Application") and (b) to distribute the Distributed Mobile Application to your end users.

You may use the Mobile Program as specified in the above paragraph so long as you have a valid license for the related Oracle program with which the Distributed Mobile Application operates. Any other distribution or licensing of the Mobile Program is expressly prohibited.

Your distribution of any Distributed Mobile Application may be subject to additional third-party terms and requirements and you agree that you are solely responsible for complying with any such third-party terms. By way of example only, and without limiting the generality of the foregoing, distribution of Distributed Mobile Applications designed to run on an Apple iPad or iPhoneOS device may require compliance with certain requirements imposed by Apple Inc.

The Mobile Program code may contain certain third-party components that are subject to third-party notice and licensing requirements. Use of such third-party components in a Distributed Mobile Application may require your compliance with those third-party notice and license terms. You are solely responsible for compliance with all such third-party requirements even though the third-party components may have been provided to you by Oracle.

Any distribution of any Distributed Mobile Application to your end users must be subject to a legally binding end user license agreement (the "EULA") between you and the end user that must, at a minimum:

1. Include an acknowledgement by you and the end user that the EULA is concluded between you and the end user only, and that you are solely responsible for the Distributed Mobile Application(s) and the content thereof.
2. Provide only a non-transferable license to the end user for the Distributed Mobile Application.
3. Include an acknowledgement by you and the end user that neither Oracle, nor any other third party that is not acting as your agent for the purpose of providing maintenance and support services for the Distributed Mobile Application, has any obligation whatsoever to furnish any maintenance and support services with respect to the Distributed Mobile Application. You must be solely responsible for providing any maintenance and support services with respect to the Distributed Mobile Application.
4. Include an acknowledgement by you and the end user that you, not Oracle, are responsible for addressing any claims of the end user or any third party relating to the Distributed Mobile Application or the end user's possession and/or use of that Distributed Mobile Application, including, but not limited to: (i) product liability claims; (ii) any claim that the Distributed Mobile Application fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation. The EULA may not limit your liability to the end user beyond what is permitted by applicable law.
5. Include an acknowledgement by you and the end user that, in the event of any third party claim that the Distributed Mobile Application or the end user's possession and use of that Distributed Mobile Application infringes that third party's intellectual property rights, you, not Oracle, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim.
6. Include a representation and warranty from the end user that he/she will comply fully with all relevant export laws and regulations of the U.S. and other applicable export and import laws to



assure that neither the Mobile Program nor the Distributed Mobile Application nor any direct products thereof, are exported, directly or indirectly, in violation of applicable laws.

7. State in the EULA your name and address, and the contact information (telephone number; email address) to which any end user questions, complaints or claims with respect to the Distributed Mobile Application should be directed.
8. State in the EULA that the end user must comply with applicable third-party terms when using the Distributed Mobile Application. For example, if the Distributed Mobile Application is installed on an iOS device, then the end user must comply with any applicable Apple licenses. Similarly, if you have a VoIP application, then the end user must not be in violation of its wireless data service agreement when using the Distributed Mobile Application.
9. State in the EULA that the licenses provided in the EULA automatically terminate upon breach and that the licenses provided in the EULA may be terminated immediately upon notice.
10. State in the EULA that upon termination of the EULA the end user must discontinue use and destroy or return to you all copies of the Distributed Mobile Application.
11. Disclaim in the EULA, to the extent permitted by applicable law, a third party's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from use of the Distributed Mobile Application.
12. Include an acknowledgement and agreement by you and the end user that Oracle and its affiliates are third party beneficiaries of the EULA, and that, upon the end user's acceptance of the terms and conditions of the EULA, Oracle will have the right (and will be deemed to have accepted the right) to enforce the EULA against the end user as a third party beneficiary thereof.
13. State that third party components that may be appropriate or necessary for use with the Distributed Mobile Application are specified in the documentation for that program (or as otherwise notified by you) and that those third party components are licensed to the end user only for use with the Distributed Mobile Application under the terms of the third party license agreement specified in the documentation for that program (or as otherwise notified by you) and not under the terms of the EULA.

You agree to inform Oracle promptly if you are aware of any breach of the EULA. You agree to be financially responsible to Oracle for all damages or losses caused by your failure to include the required contractual terms set forth above in each EULA between you and an end user.

Additional Disclaimers

You acknowledge and agree that your use of the Mobile Program and any redistribution of a Distributed Mobile Application may require additional software and licenses that are not provided by Oracle. The details of any required third party software is described more fully in the documentation.

Oracle makes no warranty that any Distributed Mobile Application will be approved or accepted by any third party from whom approval or acceptance may be required.

This Terms of Use is subject to change.