

ORACLE PARTNERNETWORK AGREEMENT

This Oracle PartnerNetwork Agreement (“agreement”) includes the terms and definitions set out below, any technical support policies and Oracle PartnerNetwork policies referenced in this agreement, and any additional written terms posted on the Oracle PartnerNetwork site related to the benefits and enablers you receive from Oracle under this agreement. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you of the start date for your membership.

A. Agreement Definitions

“Oracle” refers to Oracle **[insert “Local Country Subsidiary]”. “You” and “your” refer to the entity that has entered into this agreement to join Oracle PartnerNetwork and your wholly and majority owned subsidiaries (“subsidiary”) that are accepted into Oracle PartnerNetwork as associate members as set forth below. You warrant that you have the authority to bind your wholly and majority owned subsidiaries to the terms of this agreement and further warrant that you shall be responsible for a breach of such terms by your wholly and majority owned subsidiaries.**

The term “ancillary programs” refers to third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

The term “application programs” refers to the programs identified in the OPN policies as the application programs.

The terms “cloud services”, “Oracle cloud services” and “OPN benefit cloud services” refer to, collectively, the Oracle cloud services (e.g., Oracle software as a service offerings and related Oracle programs) ordered under this agreement and listed in your OPN benefit cloud services order and defined in the service specifications. These terms do not include professional services.

The term “end user” refers to a third party that is licensed to use the programs for its own internal business operations.

The term “hardware” refers to the hardware equipment (including components, options and spare parts), operating system, integrated software and related software media listed in Oracle’s price list. Hardware includes hardware documentation. Operating system and integrated software include any software updates acquired through technical support. Hardware or parts of it may be new or like new.

The term “Indemnified Material” refers to Oracle programs, and solely with respect to the OPN benefit cloud services, Oracle content.

The term “OPN” refers to the Oracle PartnerNetwork.

The terms “Oracle PartnerNetwork policies” and “OPN policies” refer to the policies published by Oracle on the Oracle PartnerNetwork site (as defined below).

The terms “Oracle PartnerNetwork site” and “OPN site” refers to the Oracle PartnerNetwork website located at www.partners.oracle.com (log in, and access the Agreements and Policies).

The term “programs” refers to the software products owned or distributed by Oracle which you order or download from Oracle, program documentation and any program updates acquired through technical support.

The term “program documentation” refers to the program user manual and program installation manuals.

The term “services” refers to Oracle technical support, education or other services which you use but does not include Oracle cloud services.

The term “technology programs” refers to the programs identified in the OPN policies as the technology programs.

The term “value added package” refers to the hardware and/or software products and/or services having added value, which are developed, sold, provided, and/or licensed by you with the Oracle programs, hardware, and/or services or value added sales assistance provided by you.

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The following definitions apply only to OPN benefit cloud services (as defined in the section of this agreement entitled, "Test, Development and Demonstration License to Oracle OPN Benefit Cloud Services"):

The term "development purpose" refers to the development and testing of interoperability between the Oracle cloud services and the partner cloud services, as follows: you may develop or enhance partner cloud services software code that will work through published Oracle cloud services application programming interfaces to enable interoperability between the Oracle cloud services and partner cloud services (the "partner integration").

The term "logins" refers to the passwords and/or other access information Oracle provides to you to access the Oracle content.

The term "Oracle content" refers to: (a) the Oracle cloud services, (b) Oracle data, (c) Oracle cloud services documentation, and (d) programs owned or licensed by Oracle to which Oracle grants you access as part of the Oracle cloud services.

The term "Oracle data" refers to all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, provided by Oracle that reside in, or run on or through, the partner cloud services.

The term "Oracle cloud services documentation" refers to the documentation and information owned or licensed by Oracle to which Oracle grants you access in connection with the Oracle OPN benefit cloud services.

The term "Oracle software" means any software agent, application or tool that Oracle makes available to you for download specifically for purposes of facilitating your access to, operation of, and/or use with, the Oracle cloud services.

The term "partner cloud services" refers to your service offerings, any partner technology, and/or other materials that you provide to Oracle or your customers.

The term "partner data" refers to all text, files, images, graphics, illustrations, information, data, audio, video, photographs and other content and material, in any format, provided by you that reside in, or run on or through, the Oracle cloud services.

The term "promotional materials" refers to the pictures, screen shots, multimedia demonstrations and documentation created by you that depict or identify the connectivity and integration of the interoperating Oracle cloud services and partner cloud services.

The term "proof of concept" refers to a non-production instance of the partner integration into which you have loaded the production data (or dummy data) of potential end users for the sole purpose of testing and demonstrating the effectiveness of the partner integration for a potential end user's specific business needs. You may not use the partner integration for production purposes and you may not permit potential end users to directly access the Oracle cloud services under a proof of concept.

The term "services specifications" refers to the following documents, as applicable to the Oracle cloud services under your OPN benefit cloud services order: (a) the Oracle Cloud Hosting and Delivery Policies, the program documentation, the Oracle service descriptions; (b) Oracle's privacy policies; and (c) any other Oracle documents that are referenced or incorporated into your order.

B. Membership and Benefits Overview

Following processing of your application for membership in OPN, if accepted, you will be notified that you have successfully enrolled for the annual term of this agreement. Each subsidiary that desires to be included in your membership in OPN must complete an application for membership as an associate member in accordance with the OPN policies. Following acceptance of each subsidiary's application by Oracle, each subsidiary shall be notified that such subsidiary has successfully enrolled for the annual term of this agreement as an associate member and will be included in the definition of

“you” under this agreement. You agree that associate member(s) that are accepted into the Oracle PartnerNetwork as set forth herein obtain their membership benefits, enablers, and rights through your OPN membership and are not granted an independent OPN membership. You are permitted to have associate member(s) as long as you continuously meet the applicable qualifiers in the OPN policies. If at any time you do not meet the qualifiers for your OPN membership in accordance with the OPN policies or your OPN membership changes and you are no longer permitted to have associate member(s) as part of your OPN membership, you agree that such associate member(s) will be removed from your OPN membership and may no longer use any OPN benefits and/or enablers.

Your membership in OPN is subject to your payment of the annual membership fees stated in the OPN policies. Your membership may change after the current annual term of this agreement if (1) you no longer meet the applicable qualifiers for your current membership or (2) you apply to change your membership. In the event your partner membership does change, you agree to pay the annual membership fees associated with your new membership. The schedule of membership fees, incorporated in this agreement, is subject to change and all membership fees are non-cancelable and non-refundable.

You will be given access to the OPN site as part of membership in OPN. You are responsible for compliance with the terms of this agreement. You are responsible for compliance with the Oracle.com Terms of Use accessed from the OPN site by anyone accessing the OPN site with your OPN company identifier, including without limitation your subsidiaries. You agree to defend and indemnify Oracle against any claim arising out of a violation of your obligations and/or your subsidiaries' obligations under this section.

You will be given access to the partner benefits and enablers set forth in the OPN policies that are applicable to your membership for the annual term of this agreement, provided that the applicable partner qualifiers and requirements set forth in the OPN policies are continuously met. The OPN policies are located on the OPN site at www.partners.oracle.com (log in, and access the Agreements and Policies). The OPN policies incorporated in this agreement are subject to change and may contain additional terms. **Please read the OPN policies carefully as they contain the specific terms applicable to OPN membership.** Subject to the section of this agreement entitled Export, and the acceptance of your subsidiaries into OPN as associate members, your OPN membership is for all countries worldwide provided however, that you and each associate member's will have access to the membership benefits and enablers only in the country in which you or the associate member is located.

You may allow your agents and contractors to use the programs and Oracle cloud services for the purposes permitted by this agreement, and you are responsible for their compliance with this agreement. Program documentation will be delivered with the programs, or may be accessed online at <http://oracle.com/contracts>; Oracle cloud services are described and governed by the service specifications. Services are provided based on Oracle's policy for the applicable services at the time they are ordered and those policies are subject to change.

C. Technology Programs

Your use of any technology programs shall be subject to the terms set out in the OPN policies and the terms of this agreement. If you qualify for and satisfy the then-current OPN policies for the technology programs and comply with this agreement, you will be granted the rights below.

1. Demonstration Licenses

If the OPN policies state that you will receive technology program demonstration licenses with your membership, Oracle grants you a non-exclusive, limited license to use the technology programs identified in the OPN policies to: (a) demonstrate the programs to potential end users solely in connection with your value added package; and (b) to provide training for employees and end users solely in connection with the value added package that you distribute pursuant to a distribution agreement with Oracle. Your use of such demonstration licenses shall be subject to the terms of this agreement, the OPN policies, and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at www.partners.oracle.com (log in, and access the Agreements and Policies).

2. Development Licenses

If the OPN policies state that you will receive technology program development licenses with your membership, Oracle grants you a non-exclusive, limited license to use the technology programs identified in the OPN policies to: (a) demonstrate, develop or prototype your value added package for the intended commercial use of multiple end users; (b) provide technical support for employees and end users solely in connection with your value added package that you

distribute pursuant to a distribution agreement with Oracle that authorizes you to provide technical support for the Oracle programs; and (c) provide training for the value added package to employees and end users to whom you have distributed the value added package pursuant to a distribution agreement with Oracle. Development licenses may not be used to develop or administer your value added package for the exclusive use of a specific end user. Development licenses may be used to create a prototype or proof of concept of the value added package to secure an end user's purchase of the programs. Development licenses may be used to develop a value added package for commercial use by end users as a hosted service or subscription service, provided however, that fees will be due to Oracle upon your initial delivery of such hosted service or subscription service to any end user. Such fees shall be comprised of (a) annual technical support for such development licenses pursuant to Oracle's then-current price list and technical support policies; this fee is due regardless of any benefit granted pursuant to the OPN policies and is in addition to any end user technical support fees due pursuant to any applicable distribution agreement and (b) license fees for any additional licenses needed for delivery of such hosted service or subscription service. Your use of the development licenses shall be subject to the terms of this agreement the OPN policies, and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at www.partners.oracle.com (log in, and access the Agreements and Policies).

D. Application Programs

Your use of any application programs shall be subject to the terms set out in the OPN policies, and the terms of this agreement. If you qualify for and satisfy the then-current OPN policies for the application programs and comply with this agreement, you will be granted the rights below.

1. Demonstration Licenses

If the OPN policies state that you will receive application program demonstration licenses with your membership, Oracle grants you a non-exclusive, limited license to use the application programs identified in the OPN policies to: (a) demonstrate the programs to potential end users solely in connection with your value added package; and (b) provide training for the value added package to your employees. Your use of the demonstration licenses shall be subject to the terms of this agreement, the OPN policies, and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at www.partners.oracle.com (log in, and access the Agreements and Policies).

2. Integration Licenses

If the OPN policies state that you will receive application program integration licenses with your membership, Oracle grants you a non-exclusive, limited license to use the application programs identified in the OPN policies to integrate the application programs with your proprietary application program for your value added package. Integration licenses may not be used to develop or administer your value added package for the exclusive use of a specific end user. Integration licenses may be used to create a prototype or proof of concept of the value added package to secure an end user's purchase of the programs. Your use of the integration licenses shall be subject to the terms of this agreement, the OPN policies, and the terms provided in the program documentation and license definitions and rules which you may access from the OPN site at www.partners.oracle.com (log in, and access the Agreements and Policies).

E. Program Delivery

Oracle has made the programs available to you for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, you can access and electronically download to your location the current production release as of the effective date below of the software and related program documentation for each program listed in the OPN policies. You and each associate member that receives program licenses pursuant to your OPN membership must obtain the programs directly from Oracle and must access and electronically download to its location the programs identified in the OPN policies; you may not distribute the programs to any separate legal entity under this agreement. Your use of any programs that you download shall be subject to the terms set out in the OPN policies and the terms of this agreement. Provided that you have continuously maintained your membership in OPN, you may continue to download the software and related program documentation for the programs listed in the OPN policies. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability please check the electronic delivery web site specified above. You acknowledge that Oracle is under no further delivery obligation under this agreement, electronic download or otherwise. You shall be responsible for installation of the software.

F. Technical Support

You will be given access to the technical support enablers set forth in the OPN policies that are applicable to your membership, provided that the applicable qualifiers and requirements set forth in the OPN policies are continuously met. These enablers are subject to change at Oracle's discretion. Technical support services are provided under Oracle's technical support policies in effect at the time the services are provided and are subject to those policies and the terms of this agreement. The technical support policies, incorporated in this agreement, are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of services provided for the supported programs during the period for which your OPN membership is valid. You should review the technical support policies and you may access the current version of the technical support policies at www.partners.oracle.com (log in, and access the Agreements and Policies).

G. Methodology and Engagement Materials

Your use of the Oracle consulting methodologies and engagement materials for the programs and related documentation ("methodologies"), which are further defined in the OPN policies, shall be subject to the terms below.

As further described in the OPN policies, Oracle may grant to you a non-exclusive, non-transferable, limited license to use and to make an unlimited number of copies of the methodologies, subject to the OPN policies, for the following purposes: (a) to use the methodologies in connection with the implementation of programs for your end users who have acquired valid licenses for such programs; (b) to provide training to your employees in use of the methodologies; (c) to demonstrate the methodologies to end users; and (d) to copy the methodologies for archival or backup purposes. You may allow your agents and contractors to use the methodologies for these purposes, subject to the terms of this agreement. All titles, trademarks, and copyright and restricted rights notices contained in the methodologies shall be reproduced in any copies of the methodologies. All copies of the methodologies shall be subject to the terms of this agreement.

H. Test, Development and Demonstration License to Oracle OPN Benefit Cloud Services:

If the OPN policies state that you will receive Oracle cloud services with your membership, Oracle grants you the right to order Oracle cloud services for your use as set forth in the OPN policies and below. In the event that you do qualify and choose to order such Oracle cloud services pursuant to an OPN benefit cloud services order, you may only use the Oracle cloud services as set forth in the OPN benefit cloud services order subject to the OPN policies and terms set forth below. At all times during the services period for the OPN benefit cloud services order, you must maintain a current valid Oracle PartnerNetwork membership and meet the required qualifiers set forth in the OPN policies to receive the Oracle cloud services. In the event you do not meet these requirements at any time during the services period set forth in the OPN benefit cloud services order, the services period and your right to use the Oracle cloud services will immediately terminate.

1. Use of the Services

Upon entering into the OPN benefit cloud services order, Oracle grants you a nontransferable, nonexclusive, worldwide, royalty-free, limited license during the services period set forth therein to: (a) access and use the Oracle content and, subject to the terms and conditions of the section of this agreement entitled Logo License, the Oracle logos, solely for the development purpose and to demonstrate and market the interoperability of the Oracle cloud services with the partner cloud services, including but not limited to the development of the promotional materials, the development of the partner integration and making a reasonable number of copies of the Oracle cloud services documentation; (b) access and use the Oracle content to present a proof of concept of the partner integration to potential end users, (c) provide training to your employees and end users to whom you have distributed the value added package on the interoperability of the Oracle cloud services with the Partner cloud services and (d) copy, translate, broadcast, transmit, distribute, exhibit, perform, publish, display and demonstrate the promotional materials solely to demonstrate and market the interoperability of the Oracle cloud services with the partner cloud services.

You may not, and may not cause or permit others to (a) use the Oracle cloud services to harass any person; cause damage or injury to any person or property; publish any material that is false, defamatory, harassing or obscene; violate privacy rights; promote bigotry, racism, hatred, or harm; send unsolicited bulk e-mail, junk mail, spam, or chain letters; infringe property rights; or otherwise violate applicable laws, ordinances or regulations; (b) perform or disclose any benchmarking or availability testing of the Oracle cloud services; (c) perform or disclose any performance or vulnerability testing of the Oracle cloud services without Oracle's prior written approval, or perform or disclose network discovery, port and service identification, vulnerability scanning, password cracking or remote access testing of the Oracle cloud services; (d) use the Oracle cloud services to perform cyber currency or crypto currency mining ((a) through (d) collectively, the "Acceptable Use

Policy”). In addition to the other rights that Oracle has in the Agreement and the OPN benefit cloud services order, Oracle has the right to take remedial action if the Acceptable Use Policy is violated, and such remedial action may include removing or disabling access to material that violates the policy.

During the applicable services period of the OPN benefit cloud services order, Oracle may update the Oracle cloud services and the services specifications to reflect changes in, among other things, laws, regulations, rules, technology, industry practice, patterns of system use, and availability of third party content. Oracle updates to the Oracle cloud services will not materially reduce the level of performance, functionality, security or availability of the Oracle cloud services during the services period of the Oracle benefit cloud services order.

2. **User Accounts**

Oracle may provide logins to enable you to access the Oracle content under the OPN benefit cloud services order. Logins may only be used for the sole purpose of accessing and using the Oracle content as provided in the OPN benefit cloud services order. You are responsible for maintaining the confidentiality of the logins and account information provided by Oracle. You are responsible for all activities that occur under the logins or accounts provided by Oracle or as a result of your access to the Oracle content. You will promptly notify Oracle with reasonable security details if (a) additional logins are needed for the Oracle content, (b) particular logins provided by Oracle are no longer being used or need to be replaced or (c) the security of any logins or accounts provided by Oracle have been compromised, including but not limited to the unauthorized use or disclosure of the logins or user accounts provided by Oracle.

3. **Data**

Oracle makes no assurances that any of the partner data will be secured or that such data will remain confidential. Accordingly, Oracle advises that you not place any personal information, confidential information or other sensitive or production data into the Oracle cloud services. You acknowledge that the Oracle cloud services are not designed for use with personal information, confidential information or other sensitive or production data (including business content). As used herein, “personal information” shall have the same meaning as the term “personal data”, “personally identifiable information (PII)” or the equivalent term under applicable data protection law. The Oracle Data Processing Agreement for Oracle Services does not apply to any Oracle cloud services or partner data under this agreement.

ORACLE RESERVES THE RIGHT AT ITS SOLE DISCRETION TO DELETE, AT ANY TIME AND FOR ANY REASON, ANY CONTENT, APPLICATION OR SOFTWARE IN THE ORACLE CLOUD SERVICES, INCLUDING BUT NOT LIMITED TO ANY PARTNER DATA. ANY CONTENT, APPLICATION OR SOFTWARE MAY BECOME PERMANENTLY LOST IF SO DELETED. Oracle has no obligation to monitor the partner data, but at its sole discretion, may access, monitor, and/or review your activity, and the partner data in the Oracle cloud services. You have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and ownership of all partner data.

You will not include any production data in the partner data or use the Oracle content for any commercial purpose except as specifically provided in in this agreement and your OPN benefit cloud services order.

You will obtain at your sole expense any rights and consents from third parties necessary for the partner data and any other third party content or vendors’ products provided by you that you use with the Oracle cloud services, including such rights and consents as necessary for Oracle to provide the Oracle cloud services under the OPN benefit cloud services order.

4. **Branding and Marketing**

When demonstrating the Oracle content and/or the promotional materials to any actual or potential partners or end users, you shall indicate that the Oracle content is licensed from Oracle, and you will not alter, remove or obscure any of Oracle’s branding, copyright notices or indications of origin visible in the demonstration of the Oracle content or promotional materials. If requested by Oracle, you will provide Oracle with copies of the promotional materials created and/or modified by you and will address any modifications proposed by Oracle. If the parties are unable to reach an agreement on any such modifications, you will terminate any and all use of the associated promotional materials subject to your survival rights as set forth below.

5. **Third Party Web Sites, Content, Products and Services**

The Oracle cloud services may enable the addition of links to Web sites and access to material, products, and services of third parties, including users, advertisers, affiliates and sponsors of such third parties. Except as specifically provided in

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the OPN benefit cloud services order, (a) Oracle is not responsible for any third party Web sites or third party material provided on or through the Oracle cloud services and (b) each party bears all risks associated with the access and use of such Web sites and third party material, products and services.

6. **Unsolicited Communication**

You agree that you will not send unsolicited communication to third party participants through any Oracle cloud services channel (email, instant messaging, documents, etc.).

7. **Oracle Software**

Oracle may provide you with the ability to obtain certain Oracle software for use with the Oracle cloud services. If we provide Oracle software to you and do not specify separate terms for such software, then such Oracle software is provided as part of the Oracle cloud services and you have the non-exclusive, worldwide, limited right to use such Oracle software, subject to the terms of this agreement (except for separately licensed elements of the Oracle software, which separately licensed elements are governed by the applicable separate terms), solely to facilitate your use of the Oracle cloud services. You may allow your users to use the Oracle software for this purpose, and you are responsible for their compliance with the license terms. Your right to use any Oracle software will terminate on the earlier of our notice (by web posting or otherwise) or the end of the Oracle cloud services associated with the Oracle software. Notwithstanding the foregoing, if Oracle software is licensed to you under separate terms, then your use of such software is governed by the separate terms. Your right to use any part of the Oracle software that is licensed under the separate terms is not restricted in any way by this agreement.

8. **Suspension**

We may suspend your access to or use of the Oracle cloud services if we believe (a) there is a significant threat to the functionality, security, integrity, or availability of the Oracle cloud services or any content, data, or applications in the Oracle cloud services; (b) you are accessing or using the Oracle cloud services to commit an illegal act; or (c) there is a violation of the Acceptable Use Policy. When reasonably practicable and lawfully permitted, we will provide you with advance notice of any such suspension. We will use reasonable efforts to re-establish the Oracle cloud services promptly after we determine that the issue causing the suspension has been resolved.

I. **Hardware and Additional Oracle Resources**

Subject to Oracle's approval and in its sole discretion, you may be authorized to obtain hardware with a limited right to demonstrate such hardware to third parties and/or to develop your value added hardware package. Your right to demonstrate hardware or use hardware to develop your value added package shall be subject to the terms of this agreement and additional written terms required by Oracle.

From time to time, during the term of this agreement, Oracle may provide you with access to Oracle marketing materials, technical support materials, consulting materials, and other software or services ("additional Oracle resources"). Your use of the additional Oracle resources shall be subject to the terms of this agreement, those terms set out in the Oracle PartnerNetwork policies, and any additional written terms posted on the Oracle PartnerNetwork site or other Oracle website related to the additional Oracle resources.

J. **Ownership and Restrictions**

Oracle or its licensors retain all ownership and intellectual property rights to the programs, methodologies, Oracle cloud services, and Oracle content. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and provided to you under this agreement ("deliverables"), and any additional Oracle resources. The programs, methodologies, deliverables, Oracle cloud services, Oracle content and additional Oracle resources are collectively referred to herein as the "Oracle property." You may make a sufficient number of copies of each program for your licensed use and one copy of each program media. All other rights are reserved, and this agreement does not grant any rights, whether by implication, estoppel, or otherwise, other than those rights specifically described in this agreement.

The programs may contain or require the use of third party technology. Oracle may provide certain notices to you in the program documentation, readmes or notice files and that apply to such third party technology. For clarity, the existence of a notice does not affect the terms under which third party technology is licensed to you.

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Third party technology will be licensed to you either under the terms of this agreement or, if specified in the program documentation, readmes or notice files, under separate license terms (“separate terms”). Third party technology licensed under separate terms and not under the terms of this agreement is referred to as “separately licensed third party technology.” Notwithstanding any other terms of this agreement, your rights to use (including without limitation the right to distribute) such separately licensed third party technology under the separate terms are not restricted in any way by this agreement.

You may not:

- remove, modify or obscure any program markings, proprietary markings, or any notice of Oracle’s or its licensors’ proprietary rights in the Oracle property;
- license, sell, rent, lease, transfer or assign or otherwise make the Oracle property available in any manner to any third party for use in the third party’s business operations (unless such access is expressly permitted for the specific Oracle product you have acquired) or reproduce, display, disclose, distribute or use the Oracle content or promotional materials except as expressly set forth in this agreement or an OPN benefit cloud services order;
- create derivative works, cause or permit reverse engineering (unless required by law for interoperability), disassembly, or decompilation of Oracle property (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs, Oracle cloud services, or Oracle content);
- disclose results of any program benchmark tests without Oracle’s prior written consent;
- use the Oracle property in a manner that misrepresents your relationship with Oracle or is otherwise misleading or that reflects negatively on Oracle;
- use the Oracle property for your own internal business operations;
- access or use the Oracle content or promotional materials in order to build or support, and/or assist a third party in building or supporting, products or services competitive to Oracle;
- engage in any conduct that may be detrimental to Oracle or to the Oracle property; or
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement.

If you desire to use the Oracle property for any use other than the use allowed under this agreement, including but not limited to the right to distribute the programs or Oracle cloud services, you must enter into an appropriate agreement with Oracle to acquire the necessary rights.

K. Warranties; Disclaimers and Remedies

Oracle warrants that a program licensed to you will operate in all material respects as described in the applicable program documentation for one year from delivery (i.e., via physical shipment or electronic download). You must notify Oracle of any program warranty deficiency within one year from delivery. Oracle also warrants that services will be provided in a professional manner consistent with industry standards. You must notify Oracle of any services warranty deficiencies within 90 days from performance of the deficient services. Oracle warrants that during the services period for the cloud services we will perform the cloud services using commercially reasonable care and skill in all material respects as described in the services specifications. If the cloud services provided to you were not performed as warranted, you must promptly provide us with written notice that describes the deficiency in the cloud services (including, as applicable, the service request number notifying us of the deficiency in the cloud services).

ORACLE DOES NOT WARRANT THAT THE PROGRAMS OR CLOUD SERVICES WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM OR CLOUD SERVICES ERRORS. ORACLE DOES NOT WARRANT THAT THE PROGRAMS OR CLOUD SERVICES WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS. ORACLE IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE CLOUD SERVICES THAT ARISE FROM PARTNER CONTENT OR THIRD PARTY CONTENT OR SERVICES PROVIDED BY THIRD PARTIES.

FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE’S ENTIRE LIABILITY SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT SUCH BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID TO ORACLE; OR (B) THE REPERFORMANCE OF THE DEFICIENT SERVICES; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THOSE SERVICES AND RECOVER THE FEES YOU PAID TO ORACLE FOR THOSE SERVICES. FOR ANY BREACH OF THE CLOUD SERVICES WARRANTY, YOUR EXCLUSIVE REMEDY AND ORACLE’S ENTIRE LIABILITY SHALL

BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF WE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE DEFICIENT CLOUD SERVICES AND WE WILL REFUND TO YOU THE FEES FOR THE TERMINATED CLOUD SERVICES THAT YOU PRE-PAID UNDER AN OPN BENEFIT CLOUD SERVICES ORDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.

NOTWITHSTANDING THE ABOVE, ALL CONTENT PROVIDED BY ORACLE ON THE OPN SITE IS PROVIDED BY ORACLE ON AN "AS IS" AND "AS AVAILABLE" BASIS. ORACLE DOES NOT GUARANTEE THAT THE CONTENT PROVIDED BY ORACLE ON THE OPN SITE WILL PERFORM ERROR-FREE OR UNINTERRUPTED. ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE OPN SITE IS OBTAINED AT YOUR OWN DISCRETION AND RISK AND ORACLE SHALL HAVE NO RESPONSIBILITY FOR ANY LOSS OR DAMAGE THAT RESULTS FROM THE DOWNLOAD OR USE OF CONTENT PROVIDED BY ORACLE ON THE OPN SITE.

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 AND FITNESS FOR A PARTICULAR PURPOSE.

L. Indemnification

If a third party makes a claim against you that any Indemnified Material infringes its intellectual property rights based on your authorized use of the Indemnified Material in accordance with the terms of this agreement, Oracle will indemnify you against the claim if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

If Oracle believes or it is determined that any of the Indemnified Material may have violated someone else's intellectual property rights based on your authorized use of the Indemnified Material in accordance with the terms of this agreement, Oracle may choose to either modify the Indemnified 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, Oracle may end the license for the applicable Indemnified Material and refund any unused, prepaid technical support fees you have paid to Oracle. Oracle will not indemnify you if you alter Indemnified Material or use it outside the scope of use identified in the program documentation or services specifications or if you use a version of the Indemnified Material which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Indemnified Material which was provided to you. Oracle will not indemnify you to the extent that an infringement claim is based upon products or services not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based on any third party content or material from a third party portal or another external source that is accessible or made available to you within or by the Oracle cloud 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 to the extent that an infringement claim is based upon the combination of any Indemnified Material with any products or services not provided by Oracle. Oracle will not indemnify you for infringement caused by your actions against any third party if the Indemnified Material as delivered to you and used by you 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 infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice), or (2) your actions prior to the effective date of this agreement. If a third party makes a claim against Oracle that any information, design, specification, instruction, software, data, or material ("material") furnished by you to Oracle under this agreement infringes their intellectual property right, you will indemnify Oracle.

Solely with respect to separately licensed third party technology that is part of the programs and is used: (1) in unmodified form; (2) as part of the programs; (3) in accordance with the license grant for the relevant programs and all other terms and conditions of this agreement, and (4) in compliance with any of the separate terms that require (i) provision of notices in the form and to the extent provided by Oracle, (ii) distribution of specified source code (in the form and to the extent such source code is provided by Oracle), and/or (iii) distribution of the separately license third party technology under the separate terms

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in the form and to the extent provided by Oracle, Oracle will provide indemnification for separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the programs under the terms of this agreement. Oracle will provide indemnification for third party technology that is part of the programs and not separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the programs under the terms of this agreement.

This section provides your exclusive remedy for any infringement claims or damages.

M. Term, Termination & Renewal

This agreement shall remain in effect for one (1) year from the membership start date shown in the notification to you of your acceptance as a member of OPN. This agreement may be terminated by either party for any reason and at any time by providing thirty (30) days prior written notice to the other party. 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, including but not limited to your failure to pay the membership fees as required herein, then the breaching party is in default and the non-breaching party may terminate this agreement. If you become insolvent, substantially cease conducting business, make a general assignment for the benefit of creditors, or suffer or permit the appointment of a receiver for your business or assets, then Oracle may terminate this agreement. If Oracle ends this agreement as specified in this paragraph, you must pay within 30 days from notification of the termination all amounts which have accrued prior to such end, as well as all sums remaining unpaid for programs and/or services received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days from notification of the termination all amounts remaining unpaid for services related to such license plus related taxes and expenses. Except for nonpayment of fees or if the breach is of a nature which cannot be corrected, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not use the Oracle property. Notwithstanding the terms of the section entitled Entire Agreement Oracle may terminate this agreement and your membership in OPN if you breach the terms of any agreement under which you are permitted to distribute Oracle programs.

Upon termination or expiration of this agreement, you shall cease to be a member of OPN and all of your rights to receive the services detailed in this agreement and the OPN policies and to use the Oracle property shall cease. Upon termination or expiration of this agreement you shall cease using, and shall return or destroy, all copies of the applicable Oracle property and shall return, destroy, or refrain from using any information regarding marketing or sales opportunities provided by Oracle.

In order for you or any of your associate member(s) to continue to participate in the OPN, you must at all times during the term of this agreement comply with the qualifiers applicable to your OPN membership. The OPN membership qualifiers applicable to you are subject to change at any time at Oracle's sole discretion. You acknowledge and agree it is your responsibility to review the membership qualifiers for changes to ensure continuous compliance with such qualifiers during the term of this agreement. You agree to ensure that your associate member(s) review the qualifiers applicable to their associate membership(s) and are in continuous compliance during the term of this agreement. Oracle will review your compliance, and your associate member(s)' compliance, with the qualifiers periodically, but no less than once a year prior to renewal of your OPN membership in accordance with the OPN policies located at www.partners.oracle.com (log in, and access the Agreements and Policies). Oracle will notify you and/or your associate member(s) in writing if either you or your associate member(s) are no longer in compliance with the qualifiers for any reason, including but not limited to a change in such qualifiers. The non-compliant entity shall have 90 days from the date of Oracle's notice to correct such non-compliance. If the non-compliance is not corrected within such 90 days, then Oracle may immediately terminate this agreement as to you and/or the non-compliant entity upon written notice to you and the affected associate member(s).

Any renewal of this agreement shall be subject to Oracle's standard terms and fees in effect at such time and shall be at Oracle's sole discretion. You may apply for renewal of your membership in OPN by on-line electronic acceptance of the terms of the then current OPN agreement, and Oracle will notify you if it accepts your application for renewal. Oracle may notify you of its intent to renew your membership in OPN for an additional one year term at your then current OPN membership (assuming you continue to meet the applicable qualifiers for your membership). By paying the annual fee for the renewal term, you confirm your agreement to the Oracle PartnerNetwork Agreement terms in effect on the date of your renewal and acknowledge that your membership will be extended for an additional one year term. Provisions that survive

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termination or expiration are those relating to limitation of liability, payment, and others which by their nature are intended to survive.

N. Nondisclosure

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 methodologies, the content accessible on the OPN site, logins, the terms under this agreement, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that (1) is or becomes a part of the public domain through no act or omission of the other party; (2) 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; (3) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (4) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. In addition, you agree that you may not disclose to investors or potential investors information regarding Oracle's financial performance or your company's financial performance specifically related to Oracle programs and/or services without prior written consent from Oracle's Investor Relations group. Nothing shall prevent (1) either party from disclosing the terms or pricing under this agreement in any legal proceeding arising from or in connection with the terms of this agreement, (2) Oracle from disclosing to an Oracle VAD information about the status of your membership in the Oracle PartnerNetwork or this agreement, or (3) either party from disclosing the confidential information to a federal or state governmental entity as required by law.

O. Logo License

To promote your relationship with Oracle under this agreement, Oracle grants you a non-exclusive, non-transferable right to use the Oracle logos made available to you as set forth in the OPN policies (the "logos"), provided that you continuously meet the applicable qualifiers and requirements set forth in the OPN policies. Oracle may modify any of the logos from time to time and you shall stop using any prior version following any such modification. Your use of the logos shall strictly comply with Oracle's Logo and Advertising Template Guidelines set forth at www.partners.oracle.com (log in, and access the Agreements and Policies), which may be modified from time to time. You shall not use the logos in a manner that misrepresents your relationship with Oracle or is otherwise misleading, or that reflects negatively on Oracle. All products and services in connection with which you use the logos shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of your use of a logo and compliance with Oracle's quality standards. If Oracle, in its sole discretion, determines that your use of a logo is not in compliance with this agreement, you shall promptly modify or discontinue your use of the logo as directed by Oracle. Oracle may change the logos and Logo and Advertising Template Guidelines, and, upon reasonable notice from Oracle, you shall promptly modify your use of the logos to conform to any such changed logo or Logo and Advertising Template Guidelines. You acknowledge that you are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of Oracle trademarks (including the "logos") by you shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including "Ora") as a part of any of your trademarks, product names, service names, company name, or Internet addresses.

P. Relationship of the Parties

In all matters relating to this agreement you will act as an independent contractor. The relationship between Oracle and you is that of licensor/licensee. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. You acknowledge that in your delivery of any computer consulting services to end users you are not acting as Oracle's agent and you agree to state the same in any services agreement you enter into with such end users. Nothing in this agreement shall be construed to limit either party's right to independently develop or distribute software that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or used to create such software.

Q. Opt-in to Marketing

As a member of OPN, you will need to know about membership and participation in OPN, new related products and services, conferences, events, and training. Notwithstanding any selection to opt out of receiving electronic marketing from Oracle that you may make during your registration, your participation in OPN will serve as an opt-in to receive Oracle marketing that may be deemed relevant to Oracle partners. You are responsible for providing any notices and obtaining any consents, if required, from any persons who are signed up to OPN on your behalf.

R. Privacy and Data Protection

The parties agree that they may share contact information regarding their respective employees, partners, customers and prospects in connection with the performance of the agreement, and that such information, including but not limited to contact name, phone number and username, may constitute personal information under applicable data protection laws ("contact personal information").

The parties shall use contact personal information only for purposes consistent with the terms of this agreement. Each party will act as a data controller with regard to use and processing of contact personal information and comply with their respective data controller obligations under applicable data protection laws (including providing all relevant notices and obtaining any consents required to share contact personal information with the other party).

Each party shall implement appropriate security measures designed to protect contact personal information under its control. In the event either party determines that contact personal information received from the other party has been subject to misappropriation or accidental or unlawful destruction, loss, alteration, or unauthorized disclosure or access that compromises the security, confidentiality or integrity of such information ("security incident"), it will notify the other party without undue delay.

Any transfers of contact personal information subject to data transfer restrictions in the EU/EEA or Switzerland, including through its affiliates, subcontractors or other third parties, shall be subject to the terms of (a) the Standard Contractual Clauses for Controller to Controller Transfers based on European Commission Decision 2004/915/EC; or (b) other appropriate transfer mechanisms in accordance with applicable data protection laws.

To the extent you provide personal information to Oracle (other than necessary contact information regarding your respective employees, partners, customers and prospects in connection with the performance of this agreement) as part of Oracle's provision of any technical support services under this Agreement, Oracle will comply with the following:

- a. the relevant Oracle privacy policies applicable to the technical support services, available at <http://www.oracle.com/us/legal/privacy/overview/index.html>;
- b. the applicable administrative, physical, technical and other safeguards, and other applicable aspects of system and content management, available at <http://www.oracle.com/us/corporate/contracts/>; and
- c. the applicable version of the Oracle Data Processing Agreement for Oracle Services. The version of the Data Processing Agreement applicable to such services is available at <http://www.oracle.com/dataprocessingagreement> and is incorporated herein by reference. The Oracle Data Processing Agreement for Oracle Services does not apply to education services, Oracle Data Cloud services, or OPN cloud services. Your order for services may also contain additional or more specific privacy terms.

S. URLs

It is your responsibility to regularly monitor all applicable URLs referenced in this agreement. You confirm that you have access to the Internet and confirm that prior to entering into this agreement you have read the policies identified in this agreement and agree to the terms and conditions set out in those policies. You undertake that you will visit the websites referenced above on a regular basis so that you are aware of any amendments Oracle may make to those policies from time to time.

T. Entire Agreement

You agree that this agreement and the information which is incorporated into this agreement by written reference (including reference to information contained in an URL or referenced policy), together with any applicable additional written terms posted on the OPN site related to the Oracle property you receive from Oracle under this agreement and any applicable Oracle ordering document or online ordering system, are the complete agreement for the Oracle property and your

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membership in OPN, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding the Oracle property and your membership in OPN. 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 a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any order with Oracle shall supersede the terms in any purchase order or other non-Oracle document or non-Oracle online ordering system and no terms included in any such purchase order or other non-Oracle document or non-Oracle online ordering system shall apply to the programs and/or services ordered. This agreement and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through OPN by authorized representatives of you and Oracle. Any notice required under this agreement shall be provided to the other party in writing.

U. LIMITATION OF LIABILITY

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS ORACLE PARTNER NETWORK AGREEMENT, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE ANNUAL MEMBERSHIP FEES YOU PAID ORACLE FOR THE RELEVANT YEAR DURING WHICH A CLAIM IS MADE EXCEPT AS SET FORTH IN THE FOLLOWING SENTENCE. FOR PURPOSES OF THE ORACLE CLOUD SERVICES ONLY, ORACLE'S AGGREGATE LIABILITY FOR ALL DAMAGES ARISING OUT OF OR RELATED TO THE ORACLE CLOUD SERVICES, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE TOTAL AMOUNTS ACTUALLY PAID TO ORACLE FOR SUCH ORACLE CLOUD SERVICES GIVING RISE TO THE LIABILITY DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENTS GIVING RISE TO SUCH LIABILITY.

V. Export

Export laws and regulations of the United States and other relevant local export laws and regulations apply to the programs and Oracle Content. You agree that such export control laws govern your use of the programs (including technical data), Oracle Content, 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, program 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. You acknowledge that the Oracle cloud services are designed with capabilities for you and your users to access the services without regard to geographic location and to transfer or otherwise move your content between the Oracle cloud services and other locations such as user workstations. You are solely responsible for the authorization and management of user accounts across geographic locations, as well as export control and geographic transfer of your content.

W. Other

1. This agreement is governed by the substantive and procedural laws of **[insert "the State of California" or Local Country Name]** and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in **San Francisco, San Mateo, or Santa Clara counties in California** in any dispute arising out of or relating to this agreement. **[This section may be further localized as needed.]**
2. If you have a dispute with Oracle, or if you wish to provide a notice under the section entitled Indemnification of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: **[insert local Oracle subsidiary name and appropriate mailing.]**
3. You may not assign this agreement or give or transfer the Oracle property or an interest in such Oracle property to another individual or entity. If you grant a security interest in the programs and/or any services deliverables, the secured party has no right to use or transfer the programs.
4. 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.
5. Upon 45 days written notice, Oracle may audit your use of the Oracle property. Any such audit shall not unreasonably interfere with your normal business operations. You agree to cooperate with Oracle's audit and provide reasonable

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assistance and access to information including but not limited to relevant books, records, agreements, servers, technical personnel, and order reporting systems. You agree to pay within 30 days of written notification any fees applicable to your use of the Oracle property in excess of your license rights. If you do not pay, Oracle can end your technical support, licenses, your OPN membership and this agreement, and/or may choose not to accept your application to renew this agreement at such time of renewal. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with the audit.

- 6. Oracle shall not have any liability to you for any claims made by third parties arising out of your use of Oracle trademarks (including the "logos"). You agree to indemnify Oracle for any loss, liability, damages, cost or expense (including attorneys' fees) arising out of any claims which may be made against Oracle arising out of your use of the logos where such claim relates to your activities, products or services. Notwithstanding the above, you shall have no obligation to indemnify Oracle with respect to a claim of trademark or copyright infringement based upon your use of the logos as expressly permitted under this agreement.
- 7. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at www.partners.oracle.com (log in, and access the Agreements and Policies). You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this agreement without any liability incurred by Oracle to you.
- 8. The Uniform Computer Information Transactions Act does not apply to this agreement.

X. 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 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 90 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 programs and/or hardware delivered or cloud services or services provided.

Y. Termination of Prior Agreement

Notwithstanding the terms of any prior Oracle PartnerNetwork Agreement you have entered into with Oracle, as of the effective date of this agreement you agree and acknowledge that any prior Oracle PartnerNetwork Agreement including all addenda, schedules, attachments and amendments thereto, if any, is terminated and that the terms and conditions of this agreement shall govern all matters within the subject matter of this agreement.

The effective date of this Agreement is the start date of your OPN membership: _____, 20__ [to be completed by Oracle – insert membership start date]

YOUR COMPANY
NAME: _____

YOUR COMPANY
ADDRESS: _____

YOUR FAX NO.: _____

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

Agreement No.: _____

ORACLE **Insert local country subsidiary**

Authorized Signature: _____

Name: _____

Title: _____

Signature Date: _____

[to be completed by Oracle]