

Applications Integration Validation Addendum to the Oracle PartnerNetwork Agreement

This Applications Integration Validation Addendum (this “Addendum”) is between you and Oracle America, Inc. (“Oracle”) and shall be governed by the terms of the Oracle PartnerNetwork Agreement between Oracle and you (the “Agreement”) and the terms set forth below. Definitions used in the Agreement shall have the same meaning under this Addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this Addendum and a term of the Agreement with regard to the subject matter of this Addendum, the terms of this Addendum shall prevail.

1. Requirements to Submit Application for Review

In order to submit a validation testing application to have an application program integration validated as set forth herein and to use the Integration Datasheets and Integrated Application Marks (both of which are defined herein), you must (a) keep your membership in the Oracle PartnerNetwork current; (b) continuously meet the competency criteria in the applications knowledge zone for the Oracle applications with which you are proposing to integrate your applications products, as specified in the Oracle PartnerNetwork policies at the Oracle PartnerNetwork web site at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies); and (c) be accepted into the current OPN Applications integration initiative. If your membership in the Oracle PartnerNetwork expires or terminates, you fail to maintain the required competency level, or you are not accepted into the current OPN Applications integration initiative you will not be permitted to have an application integration validated pursuant to this Addendum or to use the Integration Datasheets and Integrated Application Marks until your membership is made current in the Oracle PartnerNetwork and the current OPN Applications integration initiative or your compliance with the competency criteria is restored.

2. Oracle’s Review of Your Validation Testing Application

Oracle shall review your validation testing application in accordance with various criteria including, but not limited to, the degree to which your application program is complementary to Oracle’s products and services. Following the processing of your validation testing application Oracle shall notify you by email of whether or not your validation testing application has been accepted.

3. Applications Integration Kit and Integration Validation Assistance

Upon acceptance of your validation testing application Oracle shall provide you with the products and services described below. Integration validation testing is product and version specific to the version of your application program and to the version of the Oracle application programs specified in your validation testing application.

- **Integration Validation Testing**

Oracle shall review the integration of your application program with the Oracle application programs (“Integration Validation Assistance”) for the purposes of accepting it as a validated integration (the “Validated Integration”). Oracle shall only commence the Integration Validation Assistance once the applicable integration validation testing application and validation test plan have been completed by you, have been reviewed and accepted by Oracle (the “Validation Test Plan”) and the applicable fee has been

received by Oracle. You shall submit a validation testing application within 60 days of the effective date of this Addendum. For each application program that you request Oracle to review during the term of this Addendum, you shall submit a separate validation testing application and Validation Test Plan. The Validation Test Plan template that you must use is available at the Oracle PartnerNetwork web site at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). Integration Validation Assistance is comprised of a test plan and testing review, integration process and methodology review, and validation of the integration for the specific version of your applications program indicated in the Validation Test Plan and for the specific version of the Oracle applications programs indicated in the Validation Test Plan. You acknowledge that Oracle's ability to provide you with Integration Validation Assistance is dependent on your timely cooperation including, but not limited to, your providing Oracle with access to your application and other resources including a non-production instance of your application and the applicable Oracle application available on your network. Integration Validation Assistance is a "service" as defined in the Agreement. In the event that Oracle is unable to accept the integration of your application program as a Validated Integration, then you may re-submit the application program for review which may be subject to an additional fee as set forth below.

- **Applications Integration Kit**

Oracle shall grant you a non-exclusive, non-transferable, limited license to use the Oracle applications integration tool kit specified in the Validation Test Plan comprising integration development guides, online integration workshop(s) and such other upgrades, new releases, software or services as may be made generally available by Oracle from time to time (the "Applications Integration Kit"). The Applications Integration Kit is a "program" as defined in the Agreement and is available at the Oracle PartnerNetwork web site at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

As part of the Applications Integration Kit, Oracle may provide you with software tools that will enable you to modify certain Oracle software code and objects and incorporate such code and objects ("Oracle Development Code"), modified or unmodified, into the Validated Integration(s) that you build pursuant to this Addendum. Oracle grants you a license to use and incorporate Oracle Development Code solely in connection with your Validated Integration(s) and to thereafter distribute such Oracle Development Code with the applicable Validated Integration(s) to your customers in accordance with, and solely to the extent expressly provided in, the terms of the applicable Validation Test Plan and in accordance with the following terms:

- Oracle retains all ownership and intellectual property rights in Oracle Development Code, regardless of whether or not, and if so, how, it is incorporated into your Validated Integration(s).
- You are solely responsible for the distribution and support of any Oracle Development Code incorporated into your Validated Integration(s).
- Any distribution of the Oracle Development Code with your Validated Integration(s) must be subject to a written license agreement with your customer that will adequately protect Oracle's rights and that is no less protective of Oracle's rights in the Oracle Development Code than it is of your rights in the Validated Integration; at a minimum such license must, without limitation, include a prohibition against the further distribution by the customer of Oracle Development Code.

- Oracle may terminate this license at any time with or without cause on ninety (90) days notice. Your right to use or distribute Oracle Development Code terminates upon the earlier of the termination of this license or termination or expiration of your Oracle PartnerNetwork Agreement. Licenses to use the Oracle Development Code as incorporated in your Validated Integration(s) properly granted to customers prior to the expiration or termination of this license or the Oracle PartnerNetwork Agreement shall survive.
- **Integration Datasheet and Applications Initiative Promotion**

Upon the successful validation of a Validated Integration, Oracle shall work with you to complete a datasheet describing the scope of the Validated Integration (“Integration Datasheet”). The Integration Datasheet template is available at the Oracle PartnerNetwork web site at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). Publication of Integration Datasheets is subject to Oracle’s written approval, which may be withheld at Oracle’s sole discretion. Subject to your compliance with the terms of the Agreement and this Addendum, during the term of the Agreement and this Addendum, Oracle and/or its affiliates grant you a non-exclusive, non-transferable, personal right to use and distribute to your customers and prospects copies of Integration Datasheets which have the prior written approval of Oracle. You agree that any and all content (including your trademarks) that you submit for inclusion in Integration Datasheets is owned by you, does not infringe the rights of another, and is not false or misleading. You grant Oracle and its subsidiaries and affiliates under common control (the “Oracle Companies”) the right to use all content that you submit as part of Integration Datasheets. This includes the worldwide right to copy, translate, broadcast, distribute, exhibit, publish and display the Integration Datasheets that incorporate your content. You grant the Oracle Companies permission to use your company name and the names of your validated applications to identify you and your applications in marketing and other informational material related to the Applications integration initiative. The Oracle Companies are granted no other rights to your content, company name or the names of your validated applications and acknowledge that they shall not gain any proprietary interest in them. Oracle and/or its affiliates shall own all right, title, and interest in and to all of Oracle’s marketing materials, including the Integration Datasheets, except for your preexisting rights to content contained in such materials.
- **Integrated Application Logo and Integrated Application Tagline**

Subject to your compliance with the terms of the Agreement and this Addendum, Oracle and/or its affiliates grant you, during the term of the Agreement and this Addendum, a non-exclusive, non-transferable, personal right to use the Integrated Application Logo and Integrated Application Tagline (collectively, the “Integrated Application Marks”) appropriate to your Validated Integration per the Oracle PartnerNetwork Logo Guidelines set forth at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies) for the sole purpose of promoting your Validated Integration with your applications. Your use of the Integrated Application Marks shall strictly comply with the Oracle PartnerNetwork Logo Guidelines. Oracle may modify or replace the Integrated Application Marks and Oracle PartnerNetwork Logo Guidelines, and, upon reasonable notice from Oracle, you shall promptly cease use of the old Integrated Application Logo or Integrated Application Tagline or modify your use of the Integrated Application Logo or Integrated Application Tagline accordingly. You shall not use the Integrated Application Marks in a manner that is false, misleading, or reflects negatively on Oracle.

You shall maintain the quality of the Validated Integrations and the applications in connection with which you use the Integrated Application Marks at the same or higher level as when the applications were validated by Oracle hereunder. You shall cooperate with Oracle to allow for review of your use of the Integrated Application Marks. If Oracle, in its sole discretion, determines that your use of the Integrated Application Marks is not in compliance with the terms of the Agreement or this Addendum (including the Oracle PartnerNetwork Logo Guidelines), you shall promptly modify or discontinue your use of the Integrated Application Marks as directed by Oracle. You acknowledge that you are granted no other rights with respect to the Integrated Application Marks or any other Oracle trademarks or logos by this Addendum except as expressly set forth herein, and you agree that any use of the Integrated Application Marks by you and all goodwill associated with such use shall inure to the sole benefit of Oracle.

- You may use the Integration Datasheets and the applicable Integrated Application Marks included on such Integration Datasheet in connection with the Validated Integration for the version of your application program specified in the Validation Test Plan for the term of this Addendum.

4. Term

The term of this Addendum shall commence on its Effective Date as set forth below and shall end when the Agreement expires or is terminated, unless terminated as set forth herein or pursuant to the Agreement. Any renewal of this Addendum shall be subject to Oracle's fees and policies in effect at the time of such renewal. This Addendum shall automatically terminate if the Agreement is terminated. Oracle reserves the right in its sole discretion to immediately suspend or terminate the terms of this Addendum.

5. Integration Development Services

By completing the applicable form available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies) you may request Oracle to provide development guidance and assessment of your integration with an Oracle application program. Upon acceptance of your request, and in consideration of the payment of an additional fee, Oracle shall provide you with remote development guidance consisting of installation of an Oracle application program on a specified hardware/software infrastructure, functional design review, integration development review, assessment and guidance ("Integration Development Service"). You shall be responsible for the provision, operation and maintenance of the hardware/software infrastructure. Integration Development Service is a "service" as defined in the Agreement.

6. Updating the Integration

If you modify a Validated Integration, you must re-submit the modified integration for review and validation and you may not use the Integration Datasheets or the Integrated Application Marks to market the modified integration until you receive confirmation from Oracle that review and validation of the modified integration has been completed and the modified integration has been accepted as a Validated Integration.

If Oracle makes available a new major release or version of the applicable Oracle application program, and you want to update your Validated Integration to work with the new Oracle release, then within 365 days of the availability of such new release or version and the associated implementation tools and educational materials, you will (a) make a modified integration available for the new release or version; (b) submit the modified integration to

Oracle for review; and (c) not market or distribute the modified integration as a Validated Integration with the new release of the Oracle application program or use the Integration Datasheets or the Integrated Application Marks with the modified integration until you receive confirmation from Oracle that the review and validation is complete and the modified integration is accepted. To maintain the right to continue to use and distribute Integration Datasheets and use Integrated Application Marks, you must upgrade your integration and have such upgrade accepted as a Validated Integration by Oracle in accordance with the Integration Validation Assistance within 12 months of Oracle's release of a new major release or version of the applicable Oracle application program(s).

7. Fees

Upon acceptance of your validation testing application, you shall pay fees to Oracle for each validation testing application in accordance with the Validation Testing Fee Schedule which is available at the Oracle PartnerNetwork web site at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). All fees payable to Oracle hereunder are due within 30 days from the invoice date. You agree to pay any sales, value-added or other similar taxes imposed by applicable law that Oracle must pay based on the programs and/or services you ordered, except for taxes based on Oracle's income. Upon acceptance of your validation testing application this payment obligation is non-cancelable, and the sum paid is nonrefundable and is not subject to set-off for any reason,

8. Infringement Indemnification from Oracle to You

If a third party makes a claim against you that the Applications Integration Kit, Integration Validation Assistance, Integration Development Services, the Integration Datasheet (not including content provided by you), the Integrated Application Logo, or Integrated Application Tagline (the "Oracle Deliverable") infringes its intellectual property rights, Oracle, at its sole cost and expense, will indemnify you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle if you do the following:

- notify Oracle's General Counsel, 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 the Oracle Deliverable may have violated someone else's intellectual property rights, Oracle may choose to either modify the Oracle Deliverable 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 or service for the Oracle Deliverable and may require the return of the applicable Oracle Deliverable and refund any fees you may have paid for it. Oracle will not indemnify you if you alter the Oracle Deliverable outside the scope of use identified in the user documentation (where applicable) or authorized hereunder or if you use a version of the Oracle Deliverable which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Oracle Deliverable which was provided to you. Oracle will not indemnify you to the extent an infringement claim is based on a copy of the Oracle Deliverable not provided by Oracle. Oracle will not indemnify you to the extent that an infringement claim is based on the combination of the Oracle Deliverable 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 Oracle Deliverable 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 infringement claim that is based on: (1) a patent that you were made aware of prior to the effective date of this Addendum (pursuant to a claim, demand, or notice); or (2) your actions prior to the effective date of this Addendum. This section provides your exclusive remedy for any infringement claims or damages. If someone makes a claim against Oracle that the Oracle Deliverable, when used in combination with any product or services provided by you, infringes its intellectual property rights, and such claim would have been avoided by the exclusive use of the Oracle Deliverable, you will indemnify Oracle.

9. Indemnification from You to the Oracle Companies

You agree to indemnify the Oracle Companies (and their agents, officers, and employees) against claims, demands, and damages (actual, direct, indirect and consequential) of every kind and nature (including attorneys' fees) arising out of or relating to: (a) your use of the Oracle Deliverable; (b) the manufacturing, promotion, sale, distribution, or use by any person of your software (including, but not limited to, any of your applications and integration software including your use of Oracle Development Code); and (c) the Oracle Companies' authorized use of content provided by you for the Integration Datasheet, provided Oracle notifies you promptly in writing, not later than 30 days after receiving notice of the claim, or sooner if required by applicable law.