All Oracle Taleo Business Edition Cloud Services ordered prior to December 1, 2012, will be governed by the then-existing agreement referenced in your order. Effective December 1, 2012, all new ordering documents for Oracle Taleo Business Edition will reference the Oracle Cloud Services Agreement as the governing master agreement.

~IMPORTANT~

NEW TERMS MAY APPLY

PLEASE READ THE ORACLE BUSINESS EDITION GENERAL TERMS AND CONDITIONS ("AGREEMENT"), CAREFULLY BEFORE USING THE ORACLE SOFTWARE. BY EXECUTING A SALES ORDERING DOCUMENT INCORPORATING THIS AGREEMENT, AND/OR ACCESSING THE ORACLE BUSINESS EDITION OR HOURLY EXPRESS SOFTWARE VIA THE ONLINE SERVICE, YOU ARE ACCEPTING THE TERMS AND CONDITIONS OF THIS AGREEMENT AND AGREEING TO BE BOUND BY THE TERMS OF THIS AGREEMENT.

If you are signing up for the service on behalf of a company, you represent that you are duly authorized to represent the company and accept the terms and conditions of the Agreement on behalf of the company. By your acceptance, a binding contract is then formed between the Oracle entity listed on the Ordering Document ("Oracle") and the company in accordance with the terms and conditions of this Agreement. You personally agree not to commit or encourage any violation of the Agreement between Oracle and the company. If you are entering into this Agreement on your own behalf, or if you are not authorized to represent the company on whose behalf you purport to sign up, you agree that you are personally bound by this Agreement.

IF THE COMPANY YOU REPRESENT OR YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, DO NOT CLICK ON THE "SUBMIT" BUTTON OR THE "I HAVE READ AND AGREE" BOX, DO NOT EXECUTE A SALES ORDERING DOCUMENT INCORPORATING THIS AGREEMENT, AND DO NOT USE THE SERVICE.

This agreement is entered into by and between the Oracle entity as listed in the "Company Name" section of the Ordering Document signed contemporaneously with this agreement ("Oracle") and the customer's legal name as it appears on the Ordering Document ("Customer"). The parties hereby agree to abide by and comply with the terms and conditions of this Agreement.

1   **Definitions.**

1.1   The following terms are defined in the sections of the Agreement listed with each term below: Confidential Information (Section 9); Initial Term (Section 2); Ordering Document (Section 5); Professional Services (Section 8); Renewal Term (Section 2); SOW (Section 8); and Term (Section 2).

1.2   "Affiliate" means any entity Controlled by, Controlling, or under common Control with a party to this Agreement.

1.3   "Agreement," as used in herein, includes this Oracle Subscription Agreement (including any exhibits, schedules, addendums, or appendices hereto and documents incorporated herein), and any Ordering Documents, statements of work, or amendments referencing this agreement.

1.4   "Control" means either the direct or indirect control of more than 50% of the shares or other equity interests of the subject entity entitled to vote in the election of directors (or, in the case of an entity that is not a corporation, for the election or appointment of the corresponding managing authority).

1.5   "Customer System Data" means any and all information provided, entered or uploaded to the Software by an employee or approved third party of Customer or an Affiliate.

1.6   "Deliverable" means all custom developed documents, designs, and other materials authored or prepared by Oracle for Customer pursuant to a statement of work. The term "Deliverable" does not include the Software (including all modifications and/or enhancements to the Software), the Documentation, Oracle's proprietary education and training content, and all pre-existing materials related to Oracle's Professional Services processes and methodology.

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1.7 "Documentation" means the user manuals and/or technical requirements documents that are generally provided by Oracle to customers in connection with the Software.

1.8 "Software" means Oracle's commercially available software applications ordered by Customer via one or more Ordering Document(s).

2   **Term of Agreement and Renewal.** The initial term of this Agreement shall be the period set forth in the section titled "Term of Ordering Document" in the Ordering Document signed contemporaneously with this Agreement ("Initial Term"). At the expiration of the Initial Term or any Renewal Term, this Agreement and any Ordering Documents then in effect will automatically renew for subsequent one (1) year periods (each a "Renewal Term") unless one party provides the other party with written notice of its intent to amend terms and/or fees or not to renew the Agreement at least thirty (30) days prior to the end of the then-current term. The capitalized word "Term" means the Initial Term and any Renewal Terms.

   2.1 **30-Day Trial.** If Customer is participating in Oracle's free 30-Day Trial (for Oracle Business Edition only), this Agreement lasts thirty (30) days from date of service authorization. At the conclusion of the free 30-Day Trial, if Customer chooses not to purchase a Oracle subscription, Customer will immediately cease all use of the service, including the Oracle Software and any documentation.

3   **Right to Terminate.** Either party may terminate the Agreement in the event that the other party has materially breached the Agreement and such breach has not been cured (or, if the breach is not capable of being cured, discontinued with appropriate changes to ensure that it is not repeated) within thirty (30) days of written notice of breach from the other party. Either party may terminate this Agreement immediately if the other party terminates or suspends its business as a result of bankruptcy, insolvency or similar event.

4   **Software Usage Rights.**

4.1 **General Rights.** Through the expiration or termination of the Agreement, Oracle grants to Customer a limited, non-transferable, non-exclusive right to access and use the Software and Documentation for Customer's internal use. The Software shall be made available to Customer as a service. Oracle will host and retain physical control over the Software and make such computer programs and code available only through the Internet for access, use and operation by Customer through a web-browser. Unless otherwise agreed to by Oracle in writing, no provision under this Agreement shall obligate Oracle to deliver or otherwise make available any copies of computer programs or code from the Software to Customer, whether in object code or source code form. Customer agrees that it shall not, except where applicable law prohibits such restrictions, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Software or Documentation, or access the Software or Documentation in order to build a similar or competitive product or service (or contract with a third party to do so). Customer may not remove or alter any of the logos, trademark, patent or copyright notices, confidentiality or proprietary legends or other notices or markings within the Software or Documentation.

4.2 **Use By Affiliates and Other Third Parties.** Subject to the usage limitations described below, Customer's Affiliates may access and use the Software and Documentation to the same extent as Customer. Unless agreed to by Oracle in writing, Customer may not make the Software or Documentation available to any other third parties. The obligations and limitations as to Customer that are set forth in this Agreement are also applicable to Affiliates and any approved third parties. Customer is responsible for ensuring that its employees, any approved third parties, and its Affiliates (and their employees and approved third parties) are aware of and comply with the terms of this Agreement. Any breach of this Agreement by such entities or individuals shall be deemed to be a breach by Customer, and Customer is liable for such breaches. External job candidates (if applicable) and external users of the learning management system (if applicable) are approved third party users of the portions of Software intended for use by non-employees (i.e., those portions of the Software which may be accessed without Customer or Affiliate employee login credentials from the public internet).

4.3 **Usage Limitations.** If applicable, the Ordering Document will set forth a maximum employee count and the Software may not be used by or for the benefit of Customer and Affiliate employee populations (e.g., the employee populations of business units, geographies or legal entities to which the Software has been made available) in excess of the maximum employee count. For purposes of this clause, an employee is any distinct individual included in the payroll system of Customer or an Affiliate. If applicable, the Ordering Document will set forth a user limit or other allowed usage metric and use of the Software will be limited to the number and

type of users listed in such Ordering Document or such other allowed usage metric listed in the Ordering Document. When a user limit is imposed, a user means an individual human being. User rights may be transferred in the event of termination or job change but may not be shared or used concurrently by more than one person at a time. Login credentials may not be shared or concurrently used by more than one person. Customer agrees to submit to reasonable audit of its compliance with any usage limits upon reasonable notice by Oracle not more than once per calendar year.

5   **Ordering Documents.** The Software and certain services and content ordered by Customer shall be listed in a duly executed ordering document ("Ordering Document"). Each Ordering Document will specify the specific Software modules, services and content ordered, and the fees and payment terms for use of the Software. Each Ordering Document during the Term is governed by the terms of this Agreement and in the event of a conflict or discrepancy between the terms of an Ordering Document and the terms of the Agreement, the Agreement shall govern except as to which specific Software modules, services or content were ordered, and the fees, currency and payment terms for such orders, for which the Ordering Document shall govern. If explicitly stated, an Ordering Document may modify or amend this Agreement.

6   **Hosting Services and Customer Support.** Oracle shall host and maintain the Software and all Customer System Data, and provide customer support, data back-up, and disaster recovery services in accordance with Oracle's then-current policies and practices, which may be acquired from Customer's Oracle contact ("Support Services"). Oracle reserves the right to make changes to the policies, procedures and practices regarding Support Services and to make changes to its hosting and technical infrastructure, provided such changes do not materially degrade the overall level of the Support Services provided to Oracle customers.

7   **Security / Load Testing and Use of Robots.** Customers may not, without the prior written consent of Oracle's security officer, (i) conduct security, integrity, penetration, vulnerability or similar testing on the Software, (ii) use any software tool designed to automatically emulate the actions of a human user (such tools are commonly referred to as robots) in conjunction with the Software, or (iii) attempt to access the data of another Oracle customer (whether or not for test purposes).

8   **Professional Services.** Oracle offers certain professional services, including services related to implementation and optimization of the Software, change management and business practice optimization, and education and training ("Professional Services"). Such Professional Services are typically purchased via a mutually executed statement of work ("SOW"). Customer shall have a non-exclusive, non-transferable, internal use, object code license during the Term to use the Deliverables resulting from Oracle's Professional Services. Each SOW during the Term is governed by the terms of this Agreement and in the event of any conflict or discrepancy between an SOW and the terms of the Agreement, the Agreement shall govern except as to the scope of work, fees, currency, expenses and payment terms for the professional services, for which the SOW will govern.

9   **Confidential Information.** Each party agrees: (i) that it will use (and will ensure that its employees, Affiliates, agents, contractors and any approved third parties use) reasonable efforts (which shall be no less than the efforts used to protect its own confidential information of a similar nature) to prevent the disclosure of the other party's Confidential Information to any person or entity, unless authorized by the other party; and (ii) that it will not use Confidential Information of the other party for any purpose other than as authorized by this Agreement or by the other party. As to Oracle, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, the features and functions of the Software that are not available to the general public via the public internet (including screen shots of the same), future product plans, any Documentation or specifications provided to Customer, the commercial terms (including pricing) of this Agreement and any Ordering Document or SOW (but not the mere existence of this Agreement), performance and security test results (whether conducted by Oracle or Customer), and any other proprietary, financial or business information supplied to Customer by Oracle. As to Customer, the term "Confidential Information" includes information specifically designated as confidential or that would be understood to be confidential or proprietary by a reasonable person, login credentials for accessing the Software, and Customer System Data (including personally identifiable data). Notwithstanding the foregoing, "Confidential Information" shall not include (i) information which is or becomes publicly known through no act or omission of the receiving party, or (ii) information gained by the receiving party independent of the disclosing party. Notwithstanding the foregoing, it shall not be a breach of this Agreement to disclose Confidential Information required to be disclosed pursuant to administrative or court order, government or

regulatory investigation or requirement, or arbitration or litigation arising out of this Agreement; provided, however, that to the extent permissible, each party shall, in advance of any such disclosure promptly notify the other party in order to enable the other party reasonable time to seek a protective order with respect to the requested information or otherwise challenge or oppose the disclosure requirement.

10 **Ownership.** Customer shall retain all right, title and interest to all Customer System Data. Oracle shall retain all right, title and interest in and to (i) the Software, the Documentation, and all modifications and/or enhancements to the Software, regardless of the source of inspiration for any such enhancement or modification and regardless of whether Customer has provided input regarding such modifications and/or enhancements, (ii) proprietary education or training content, (iii) pre-existing materials related to Oracle's Professional Services processes and methodology, and (iv) all Deliverables, provided that no Customer Confidential Information is shared or revealed by or included within the portion of any Deliverable later used by Oracle. Notwithstanding any other term of this Agreement, Oracle may access and use, and shall retain all right, title and interest in transactional and performance data related to use of the Software, which may include aggregated and anonymized data based upon Customer System Data, so long as such data does not reveal the identity or traits of any particular individual person or of Customer. Oracle reserves to itself all rights that are not expressly granted pursuant to this Agreement.

11 **Taxes.** All fees and other charges payable by Customer to Oracle under this Agreement are stated exclusive of all federal, state, local and foreign taxes, levies and assessments. Customer agrees to bear and be responsible for the payment of all such taxes, levies and assessments imposed on Customer or Oracle arising out of this Agreement, excluding any tax based on Oracle's net income. If Customer is required by any applicable law to deduct or withhold amounts otherwise payable to Oracle hereunder, Customer will pay the required amount to the relevant governmental authority and provide Oracle with an official receipt or certified copy or other documentation acceptable to Oracle evidencing the payment and pay to Oracle, and in addition to the payment to which Oracle is otherwise entitled under this Agreement, such additional amount as is necessary to ensure that the net amount actually received by Oracle free and clear of all taxes equals the full amount Oracle would have received had no such deduction or withholding been required.

12 **Oracle Warranties.** Oracle represents, warrants, and covenants as follows: (i) Oracle possesses all rights necessary to grant to Customer the rights set forth in this Agreement; (ii) the Software will perform substantially in accordance with the Documentation; and (iii) Professional Services shall be provided in a professional manner consistent with industry standards. Customer must notify Oracle in writing of any claim by Customer that the Software does not perform substantially in ac**cordance with the Docum**entation no later than ten (10) business days after the last day of the month in which the non-performance occurred. Customer must notify Oracle in writing of any claim by Customer that the Professional Services were not provided in a professional manner consistent with industry standards within ninety (90) days of completion of the Professional Services engagement (normally a statement of work) under which the Professional Services were delivered.

   ORACLE DOES NOT GUARANTEE OR WARRANT THAT THE SOFTWARE WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL SOFTWARE ERRORS.

   FOR ANY BREACH OF THE ABOVE WARRANTIES, CUSTOMER'S EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (A) FOR ORACLE TO CORRECT THE SOFTWARE ERRORS THAT CAUSED BREACH OF THE WARRANTY; OR, IF ORACLE CANNOT CORRECT SUCH BREACH IN A COMMERCIALLY REASONABLE TIMEFRAME, CUSTOMER MAY TERMINATE ITS ORDER FOR THE SPECIFIC SOFTWARE MODULE THAT IS IN BREACH AND RECEIVE A REFUND OF THE PRORATED AMOUNT OF THE FEES PREPAID BY CUSTOMER FOR SUCH SOFTWARE MODULE THAT WERE TO APPLY TO THE REMAINDER OF THE UNEXPIRED TERM, AS CALCULATED FROM THE TERMINATION DATE THROUGH THE REMAINDER OF THE UNEXPIRED TERM; OR (B) FOR ORACLE TO REPERFORM THE DEFICIENT PROFESSIONAL SERVICES.

13 **DISCLAIMER OF WARRANTY.** TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, ORACLE DISCLAIMS AND EXCLUDES ALL WARRANTIES, CONDITIONS AND OTHER TERMS

IMPLIED BY STATUTE, COLLATERALLY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

14 **Indemnification.**

14.1 **General Indemnity.** Oracle agrees to defend, indemnify, and hold harmless Customer, and its directors, officers and employees from and against any demands, damages, or liabilities (including reasonable attorneys' fees) arising from a third party claim that Oracle caused bodily injury (including death) or damaged real or tangible personal property.

14.2 **Infringement Indemnity.** Oracle shall, at its expense, defend or at its option, settle any claim, action or allegation brought against Customer alleging that the Software or any Deliverable infringes any valid copyright, patent, trade secret, or any other proprietary right of any third party and shall pay any final judgments awarded or settlements entered into; provided that Customer gives prompt written notice to Oracle of any such claim, action or allegation of infringement and gives Oracle the authority to proceed as contemplated herein. In the event any infringement claim, action or allegation is brought or threatened, Oracle may, at its sole option and expense: (a) procure for Customer the right to continue use of the Software or infringing part thereof; (b) modify, amend or replace the Software or infringing part thereof with other software having substantially the same or better capabilities; or, if neither of the foregoing is in Oracle's opinion commercially practicable, (c) terminate this Agreement and refund to Customer the prorated amount of the fees prepaid by Customer that were to apply to the remainder of the unexpired Term, as calculated from the termination date through the remainder of the unexpired Term. The foregoing obligations will not apply to the extent the infringement arises as a result of (i) any use of the Software in a manner expressly prohibited by this Agreement; or (ii) any use by Customer of the Software in combination with other products, equipment, devices, software, systems or data not supplied by Oracle to the extent such claim is directed against such combination, unless such combination is with hardware, software or other technology required to access and use the Software (e.g., a web browser, an internet connection, a personal computer). This Section states the entire liability of Oracle with respect to infringement of any patent, copyright, trade secret or other intellectual property right.

14.3 **Indemnity Process.** Oracle will have the exclusive right to defend any indemnified claim (including the right to select and control the work of counsel) and make settlements thereof at its own discretion. Customer may not settle or compromise any indemnified claim, action or allegation, except with prior written consent of Oracle. Oracle may not, without Customer's prior written approval, enter into any settlement of an indemnified claim that imposes a direct financial liability on Customer or includes an admission of fault by Customer. Customer shall give such assistance and information as Oracle may reasonably require to settle or defend indemnified claims.

15 **Limitation of Liability.**

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES OR ANY LOSS OF REVENUE, PROFITS, DATA OR DATA USE ARISING OUT OF THIS AGREEMENT. ORACLE'S MAXIMUM LIABILITY IN CONNECTION WITH THIS AGREEMENT, ON THE BASIS OF ANY THEORY OF LIABILITY OR CAUSE OF ACTION, SHALL BE LIMITED TO THE FEES COLLECTED BY ORACLE FROM CUSTOMER PURSUANT TO THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE IMPOSITION OF LIABILITY (OR, IF GREATER IN AMOUNT AND IF LIABILITY ARISES IN THE FIRST TWELVE MONTHS OF THE TERM, THE FEES PAYABLE TO ORACLE BY CUSTOMER PURSUANT TO THE INITIAL ORDERING DOCUMENT DURING THE FIRST TWELVE MONTHS OF THE INITIAL TERM). THE EXCLUSIONS AND LIMITATIONS OF THIS SECTION DO NOT APPLY (A) TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (B) TO CUSTOMER'S CONTRACTUAL PAYMENT OBLIGATIONS, (C) TO THE INDEMNITY OBLIGATIONS SET FORTH IN SECTION 14.2.

16 **Governing Law.**

THIS AGREEMENT WILL BE GOVERNED BY THE SUBSTANTIVE AND PROCEDURAL LAWS OF CALIFORNIA AND CUSTOMER AND ORACLE AGREE TO SUBMIT TO THE EXCLUSIVE JURISDICTION OF, AND VENUE IN, THE COURTS IN SAN FRANCISCO OR SANTA CLARA

COUNTY IN CALIFORNIA IN ANY DISPUTE ARISING OUT OF OR RELATING TO THE AGREEMENT. IN NO EVENT SHALL THIS AGREEMENT BE GOVERNED BY THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

17 **Compliance with Laws and Control Disclaimer.** Each party shall comply with all laws, rules or regulations applicable to such party's activities in relation to this Agreement, including export control laws of the United States which are applicable to the Software, and which may prohibit use of the Software in certain sanctioned or embargoed countries. Oracle shall not provide Customer with any legal advice regarding compliance with employment, data privacy or other relevant laws, rules or regulations in the jurisdictions in which Customer uses the Software ("Laws"). Customer acknowledges that the Software may be used in ways that do and do not comply with Laws, and it is Customer's sole responsibility to monitor its compliance with all relevant Laws. Customer acknowledges and agrees that not all features, functions and capabilities of the Software may be used in all jurisdictions, and Customer recognizes that certain features, functions and capabilities may need to be configured differently or not used in certain jurisdictions in order to comply with applicable local law, and in certain jurisdictions consents may need to be obtained from individuals submitting data via the Software as to the intended purpose, storage, distribution, access and use of the data submitted ("Local Use Decisions"). Customer is responsible for Local Use Decisions, and Oracle disclaims all liability for Local Use Decisions. Customer acknowledges and agrees that Oracle exercises no control over any Customer specific talent management practices or its staffing practices implemented using the Software or Customer's decision as to employment, promotion, advancement, training, certification, termination or compensation of any job candidate and/or employee ("Customer Use Decisions"). Customer is responsible for Customer Use Decisions and Oracle disclaims all liability for Customer Use Decisions.

18 **Independent Contractors.** Oracle and Customer are independent contractors. Neither party has the authority to bind or make any commitment on behalf of the other party. None of either party's employees are entitled to any employment rights or benefits of the other party. This Agreement is made for the benefit of the parties to it and is not intended to benefit or be enforceable by anyone else. Oracle will be solely responsible for: (i) paying all wages and other compensation to Oracle employees; (ii) withholding and payment of federal and state individual income tax, FICA, FUTA and other taxes and applicable amounts with respect to payments made to Oracle's employees; (iii) providing all insurance and other employment related benefits to Oracle's employees; and (iv) making any overtime payments to Oracle's employees if required by law or regulations.

19 **Waiver, Entire Agreement and Amendments, Representations, Severability and Purchase Orders.** The failure of either party to enforce at any time any of the provisions of this Agreement, or the failure to require at any time performance by the other party of any of the provisions of this Agreement, will not be construed to be a waiver of such provisions, or in any way affect the right of either party to enforce such provision thereafter. This Agreement includes any schedules and exhibits attached hereto, and any mutually executed amendments and addenda hereto, Ordering Documents or SOWs between Customer and Oracle. Such documents shall encompass the entire agreement between Customer and Oracle with respect to the subject matter hereof and supersede all prior representations, agreements and understandings, written or oral. This Agreement may not be altered, amended or modified except by written instrument signed by the duly authorized representatives of both parties. Customer acknowledges and agrees that in entering into this Agreement it does not rely on any statement, representation (whether innocent or negligent) assurance or warranty, whether or not in writing of any person (whether or not party to this Agreement) other than as expressly set out in the Agreement. Customer specifically agrees that it has not relied on the future availability of any software, products, services, programs, modifications, enhancements or updates in entering into the payment obligations in this Agreement (including the payment obligations in any Ordering Documents and SOW); however, the preceding does not relieve Oracle of its obligation to deliver Software and services that Customer has ordered per the terms of the Agreement. If any provision, or portion thereof, of this Agreement is or becomes invalid under any applicable statute or rule of law, it is to be deemed stricken and the rest of the Agreement shall remain in full force and effect. The terms and conditions appearing on any purchase order issued by Customer for this Agreement, if any, shall not change, add to, or modify the terms or conditions of this Agreement and shall have no effect.

20 **Assignment.** Neither party may transfer or assign this Agreement, including by merger or operation of law, without the other party's prior written consent, except (i) to a successor in interest following a merger or other change of control, or (ii) to an Affiliate upon receipt of thirty (30) days notice from the assigning party. In the

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event an Affiliate to which the Agreement is assigned fails to meet its obligations under the Agreement, the assigning party shall remain liable for such obligations.

21 **Survival.** The provisions of this Agreement that are intended to survive termination or expiration of this Agreement in order to achieve the fundamental purposes of this Agreement shall so survive, including, without limitation, the provisions regarding confidentiality, disclaimer of warranties, and limitation of liability.

22 **Force Majeure.** Oracle shall not be held responsible for any delay or failure in performance hereunder caused in whole or in part by fire, flood, wind, storm, lightening, or similar act of God, or by embargo, acts of sabotage, terrorism, riot or civil unrest, internet outages, or mandatory compliance with any governmental act, regulation or request ("Force Majeure Events"). If a Force Majeure Event occurs and disrupts the services to be provided under this Agreement, the Agreement shall be deemed extended by the length of the Force Majeure Event.

23 **Notices.** All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered properly given or made if hand delivered, mailed first class mail (postage prepaid and return receipt requested) or sent by recognized courier service (e.g., Federal Express, DHL, UPS) (i) if to Customer: to the attention of "Legal" at the addresses listed in the last signed Ordering Document (or to such other address as Customer may have designated by like notice forwarded to Oracle hereto), and (ii) if to Oracle: to the attention of "Legal" at 500 Oracle Parkway, Redwood City, California, United States, 94065.