

“You and “your” refers to the entity that is placing this order and has entered into the applicable distribution agreement with Oracle and any applicable addendum thereto (“the Oracle distribution agreement”). All other definitions used in the applicable Oracle distribution agreement will have the same meaning under these terms and conditions, unless expressly stated otherwise.

Each order placed by you must be complete and shall be subject to the terms of the Oracle distribution agreement and the terms of Oracle’s Partner Ordering Policy in effect at the time an order is submitted to Oracle. The Partner Ordering Policy is subject to change at Oracle’s discretion. You may access the current version of the Partner Ordering Policy at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You should review the Partner Ordering Policy prior to placing an order via this ordering system. Oracle will review each order placed by you to verify that it complies with Oracle’s Partner Ordering Policy and will only notify you if there is an irregularity.

The terms and conditions below apply to this order that you are submitting via this ordering system and must be communicated to the end user that submitted the related order to you.

## **1. Terms for Programs, Software Updates License and Support and Priority Service for Enterprise Linux and Oracle VM**

License Definitions and Rules – The specific license definitions and rules which apply to the programs being ordered by your end user must be communicated to the end user as part of the ordering document between you and the end user. The License Definitions and Rules v120118 may be viewed at <http://www.oracle.com/contracts>. You shall ensure that the order between you and the end user shall specify the following term:

“**License Definitions and Rules** This order incorporates by reference the terms of the Oracle License Definitions and Rules v120118 which may be viewed at <http://www.oracle.com/contracts>. To fully understand Your license grant, You need to review the definitions for the licensing metric and term designation as well as the licensing rules.”

Commencement Date – All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

Territory – When placing orders for the end user, the program licenses and services are for use by your end user in the applicable country/region where the end user is located, unless otherwise specified.

Delivery and Installation – Please be advised, electronic download may not be available in yours or the end user’s country, or for certain programs. If the programs are available for electronic download, and the end user has elected to receive the programs via electronic download, Oracle has made the programs listed in this order available to you or the end user for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. If the order is for Oracle 1-Click Ordering Programs then Oracle has made the programs available to the end user for electronic download at <http://edelivery.oracle.com/oracleoneclickordering>. Through the Internet URLs, you, the partner (if applicable) or the end user can access and electronically download the current production release as of the effective date of this order the software and related program documentation for each program listed in this order. Note however that only the end user may download Oracle 1-Click Ordering Programs. Provided that the end user has continuously maintained technical support for the programs listed in this order, the end user may continue to download the software and related program documentation for the programs listed in this order. 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 sites specified below. For any media pack(s) ordered, Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in this order to the address specified by

you above. Each media pack consists of 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Shipping Point, Prepaid, and Add. You, the partner (if applicable) and the end user acknowledge that Oracle's delivery obligation under this order is met by the provision of the electronic delivery web site URLs. In the event that the Oracle 1-Click Ordering Programs are shipped to you then you may only forward the unopened Oracle 1-Click Ordering Programs to the end user exactly as you received them and you may not open the shipped programs. You, the partner (if applicable) and the end user shall be responsible for installation of the software.

If the end user has previously taken delivery of the programs then Oracle has no delivery obligation under this order. You, the partner (if applicable) and the end user acknowledge that Oracle has delivered to your location or the end user's location 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program listed in this order. You, the partner (if applicable) and the end user shall be responsible for installation of the software.

Fees, Invoicing and Payment Obligations - All fees due under this order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement. License and services fees are invoiced as of the commencement date. Service fees are invoiced in advance of the service to be performed, and technical support fees are invoiced annually in advance. Technical support acquired to distribute to the end user under this ordering document shall be for a period of twelve (12) months. In addition to the fees listed above, Oracle will invoice you for any applicable shipping charges or applicable taxes. In entering into payment obligations under this order, you agree and acknowledge that you, the partner (if applicable), and the end user have not relied upon the future availability of any program or updates. However, (a) if you order technical support for the programs licensed under this order, the preceding sentence does not relieve Oracle of its obligation to provide such technical support to the end user under this order if-and-when available, in accordance with Oracle's then-current technical support policies, and (b) the preceding sentence does not change the rights granted to you for any programs under this order per the terms of this order and the applicable Oracle distribution agreement. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

Auto Renew - Auto renew (when available) is the process by which the support period of technical support services purchased under this order is automatically extended for an additional support period unless such technical support services are otherwise terminated in accordance with the terms of this order, the Oracle distribution agreement or the end user agreement.

The technical support services will auto renew for additional support periods at the fees specified in the end user agreement unless (i) the end user provides Oracle with written notice no later than thirty (30) days prior to the end of the applicable support period of its intention not to renew the applicable technical support services, or (ii) Oracle provides the end user with written notice no later than ninety (90) days prior to the end of the applicable support period of its intention not to renew the applicable technical support services.

Auto Renewal of Oracle Linux and Oracle VM Support Services. The Oracle Linux support service and/or the Oracle VM support service will Auto Renew for additional services terms at the fees specified in the applicable renewal order, which will be sent to you for your and for the end user's information prior to the Oracle Linux support service and/or the Oracle VM support service renewal Auto Renewing. You will then be invoiced for the additional services term. If the end user would like to cancel Auto Renew for a future services term, you must provide Oracle with written notice no later than 60 days prior to the end of the active services term. Oracle may cancel the Auto Renewal of the Oracle Linux support service and/or the Oracle VM support service by providing you and/or the end user with written notice no later than 90 days prior to the end of the active services term informing you and/or the end user that Oracle will not Auto Renew the applicable Oracle Linux support service and/or Oracle VM support service.

Trial Licenses - Additional programs may be included with the end user's order which end user may use for trial, non-production purposes only. The end user may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. The end user shall have 30 days from the delivery date to evaluate these programs. If the end user decides to use any of these programs after the 30 day trial period, the end user must obtain a license for such programs from Oracle or an authorized distributor. If the end user decides not to obtain a license for any programs after the 30 day trial period, then the end user will cease using and will delete any such programs from their computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these programs.

Enterprise Linux and/or Oracle VM Services Term – If you are ordering Enterprise Linux and/or Oracle VM services then the product description shown in your cart identifies the duration of the Enterprise Linux and/or Oracle VM services which are being ordered and you agree to communicate the duration of the services to the end user as part of the ordering document between you and the end user.

Priority Service for Enterprise Linux and Oracle VM - If Priority Service for Enterprise Linux and Oracle VM is ordered, then such support services will be provided under the Enterprise Linux and Oracle VM support policies in effect at the time the services are provided. The Enterprise Linux and Oracle VM support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for such support services have been paid. You and the end user should review the Enterprise Linux and Oracle VM support policies prior to entering into this ordering document. The current version of the Enterprise Linux and Oracle VM support policies may be accessed at <http://www.oracle.com/support/policies.html>.

## **2. Terms for Hardware and Hardware and Systems Support**

Hardware - If you are ordering hardware, then your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the attached quote. The hardware or parts of it may be new or like new.

You acknowledge that to operate certain hardware the facility in which it is installed must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable hardware documentation.

Commencement Date - For the hardware, operating system and integrated software, the commencement date shall be the date the hardware is delivered. The period of performance for all related services is effective upon delivery of hardware or upon the effective date of this order if shipment of hardware is not required, unless otherwise stated in your Oracle distribution agreement.

Territory - The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in this order, unless specified otherwise in this order or otherwise agreed in writing by you and Oracle.

### Pricing, Invoicing and Payment Options

- a. Once placed, your order for the hardware shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement. You may change a hardware order prior to shipment subject to the then current change order fee as established by Oracle

from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

- b. In entering into payment obligations under this order, you agree and acknowledge that you, the partner (if applicable) and the end user have not relied on the future availability of any hardware, program or updates. However, (a) if the end user orders technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the agreement, if and when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to you under this ordering document and the agreement.
- c. You understand that you may receive multiple invoices for the products and/or services you ordered.
- d. Hardware fees are invoiced as of the commencement date for hardware.
- e. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.
- f. In addition to the prices shown on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.
- g. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.
- h. Auto renew (when available) is the process by which the support period of technical support services purchased under this order is automatically extended for an additional support period unless such technical support services are otherwise terminated in accordance with the terms of this order, the Oracle distribution agreement or the end user agreement.

The technical support services will auto renew for additional support periods at the fees specified in the end user agreement unless (i) the end user provides Oracle with written notice no later than thirty (30) days prior to the end of the applicable support period of its intention not to renew the applicable technical support services, or (ii) Oracle provides the end user with written notice no later than ninety (90) days prior to the end of the applicable support period of its intention not to renew the applicable technical support services.

- i. "Integrated Software Option" is software or programmable code embedded in, installed on, or activated on the Hardware that requires one or more unit licenses that you must separately order.

#### Delivery, Installation and Acceptance of Hardware

- a. You and the end user are responsible for installation of the hardware unless you purchase installation services from Oracle with respect to such hardware.
- b. Oracle will deliver the hardware in accordance with Oracle's Order and Delivery Policies which are in effect at the time of your order and which may be accessed at <http://oracle.com/contracts>. Oracle will use the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in this order and the delivery terms in the Order and Delivery Policies that are applicable to your country of destination will apply.

- c. Acceptance of the hardware occurs on delivery.
- d. Oracle may make and invoice you for partial deliveries.
- e. Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.
- f. Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of hardware that you have ordered.

Transfer of Title - Title to the hardware will transfer upon delivery.

### **3. Terms for Purchase of Hardware and Hardware Systems Support for Demonstration Purposes**

Notwithstanding anything to the contrary in your Oracle distribution agreement or in section 2 above, you may place orders for hardware for your own use for demonstration purposes (as defined below) subject to the terms of section 2 above and the following terms. Any orders placed by you for hardware for your own use are not eligible for a rebate under the Oracle Incentive Program.

#### **1. Hardware Composition and Use**

- a. Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. For the purposes of this section 3.1.a. the term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).
- b. In consideration for the discount identified in the order, you agree that for six months from the commencement date defined in section 2 above (the "demonstration period") you will use the hardware only for demonstration purposes. For purposes of this section 3, the term "demonstration purposes" means to demonstrate the hardware functionality to Oracle resellers and potential end users. You agree to make the hardware available for demonstrations to Oracle resellers and end users during normal business hours. You agree that you will not ship the hardware outside of the territory, defined in section 2 above, during the demonstration period unless otherwise agreed in writing by you and Oracle. At the end of the demonstration period Oracle agrees that you may (1) continue to use the hardware for demonstration purposes subject to these order terms and your Oracle distribution agreement; (2) use the hardware for any purpose other than demonstration purposes subject to these order terms and the terms of your Oracle distribution agreement; or (3) resell the hardware to a third party provided you do not represent the hardware as new and subject to the terms in section 6 below.
- c. You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware and the terms set forth in section 3.1.b above. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.

- d. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms in section 3.1.b. above and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.
- e. The operating system and/or integrated software may include separate works, identified in a readme, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the agreement including this order. The appropriate terms associated with such separate works can be found in the readme files, notice files or documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

- f. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.
- g. You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

## **2. Use Restriction**

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

## **3. Warranty**

- a. Oracle provides a limited warranty ("Oracle Hardware Warranty") for (i) the hardware, (ii) the operating system and integrated software, and (iii) the operating system media and the integrated software media (collectively, "media"). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to you. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to you. You may access a more detailed description of the Oracle Hardware Warranty at



<http://www.oracle.com/us/support/policies/index.html> ("the warranty web page"). Any changes to the Oracle Hardware Warranty specified on the warranty web page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.

- b. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE'S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE'S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.
- d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**
- e. No warranty will apply to any hardware, operating system, integrated software or media which has been:
  - i. modified, altered or adapted without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
  - ii. maltreated or used in a manner other than in accordance with the relevant documentation;
  - iii. repaired by any third party in a manner which fails to meet Oracle's quality standards;
  - iv. improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
  - v. used with equipment or software not covered by the Oracle Hardware Warranty, to the extent that the problems are attributable to such use;
  - vi. relocated to the extent that problems are attributable to such relocation;
  - vii. used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
  - viii. used by parties appearing on the most current U.S. export exclusion list;
  - ix. relocated to countries subject to U.S. trade embargo or restrictions;
  - x. used remotely to facilitate any activities in the countries referenced in (ix) above;
  - or
  - xi. purchased from any entity other than Oracle or an Oracle authorized distributor.
- f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or

original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

#### **4. Oracle Hardware and Systems Support**

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated in this order, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into this order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>.

#### **5. Transfer of Title**

Title to the hardware will transfer upon delivery.

#### **6. Resale of the Demonstration Hardware to a Third Party**

In the event that you resell the hardware to a third party pursuant to section 3.1.b above within twelve months from the commencement date then you may transfer the warranty in section 3.3 above to the third party for the remainder of the warranty period. You may not transfer the operating system and integrated software licenses to a third party at any time. A third party must contact Oracle to obtain licenses for the operating system and integrated software and you agree to inform the third party in writing accordingly. If you installed the hardware at a location other than your business premises then you will be required to obtain Oracle's Premier Support Qualification Service prior to reselling the hardware to a third party.

Notwithstanding anything to the contrary in your Oracle distribution agreement, you may distribute first year Oracle Hardware Systems Support to a third party when you sell the hardware and you agree to pay technical support fees to Oracle in accordance with your Oracle distribution agreement. If the third party purchases Oracle technical support for the hardware from you, the third party must acquire Oracle's Premier Support Qualification Service for the hardware and Oracle agrees to waive any fees for the Premier Support Qualification Service provided the support is purchased at the same time as the hardware. Technical support if acquired by the third party will start on the date that the hardware is delivered to the third party.

#### **7. Resale of the Demonstration Hardware to Oracle Resellers**

If the Oracle distribution agreement defined above is a Value Added Distributor Agreement and Hardware Addendum between you and Oracle, then notwithstanding anything to the contrary in your Oracle distribution agreement and subject to the terms contained therein and these order terms, you may place orders for hardware for distribution to Oracle resellers for such Oracle reseller's own use only for demonstration purposes. It is your responsibility to ensure that any distribution of hardware to Oracle resellers for demonstration purposes is subject to the Partner Demonstration Hardware Terms between Oracle and the Oracle reseller. The order between you and the Oracle reseller shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the Partner Demonstration Hardware Terms. You must provide the signed Partner Demonstration Hardware Terms to Oracle when you submit your order.



#### **4. Resale of Development Hardware to Oracle Resellers**

If the Oracle distribution agreement defined above is a Value Added Distributor Agreement and Hardware Addendum between you and Oracle, then notwithstanding anything to the contrary in your Oracle distribution agreement and subject to the terms contained therein and these order terms, you may place orders for hardware for distribution to Oracle resellers for such Oracle reseller's own use only for development purposes. For purposes of this section 4, the term "development purposes" means to use the hardware for development, benchmarking, proof of concept and/or testing purposes. The hardware may not be used to run production systems or to process production data. It is your responsibility to ensure that any distribution of hardware to Oracle resellers for development purposes is subject to the Partner Development Hardware Terms between Oracle and the Oracle reseller. The order between you and the Oracle reseller shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the Partner Development Hardware Terms. You must provide the signed Partner Development Hardware Terms to Oracle when you submit your order. Any orders placed by you for development hardware are not eligible for a rebate under the Oracle Incentive Program Addendum.

#### **5. Terms for Cloud Services**

You may not reduce the quantity of services purchased hereunder for distribution to the end user (e.g., user or record counts, storage, etc.), in whole or in part, during the services period set forth in this order. The services period or the cloud services commences on the date stated in this order, or, if none is provided in the order, the day the end user login names and password are issued to the end user to access the cloud services under this order (the "Cloud Services Start Date").

Metered PaaS/IaaS Public Cloud End User Burn Rate Terms: The net price of the cloud services reflects a credit (Discount) off Oracle's list prices for such cloud services. The end user will receive the full pre-discount subscription equivalent cloud services quantity, as set forth in this order for such cloud services. You agree to provide the end user with Oracle's Rate Card Pricing for IaaS/PaaS Public Cloud Services (End User Burn Rate Card), a copy current as of the date of this order. The end user's use of each cloud service is governed by the Oracle service specifications applicable to that service. At the end user's discretion, the end user may grant you Cloud Services Account Administrator access, which would allow you to access the end user's actual usage and any related charges of the metered billing cloud services ordered. If the end user depletes the Oracle Pre-Paid Subscription and continues to use any active cloud services, the end user will be charged additional fees directly by Oracle for the end user's additional usage. The fees for the additional usage will be based on Oracle's then current price list as defined in the "Pay as You Go" Rate Card in the applicable service specifications. Oracle will send invoices for the end user's additional usage to the end user at the End User Billing Address provided by you in this order. You acknowledge and will obtain the end user's agreement that the end user is responsible for all additional usage fees and such fees shall be payable to Oracle as stated in the applicable Oracle invoice.

Cloud at Customer ACS Customer Readiness – PREPAID Terms: For purposes of the order, the following applies:

"Notwithstanding the definition in Section 1.B. of the Cloud Services Distribution Addendum referenced in the order, for the purposes of this order only, the term "cloud services" shall mean, collectively, the Oracle cloud services (e.g., Oracle platform as a service offerings, Oracle infrastructure as a service offerings, and related professional services) listed in your order and defined in the service specifications. The end user's rights to access and use the cloud services are defined by the applicable end user cloud services agreement and the applicable ordering document."

Oracle Cloud at Customer (“OCC”) Terms:

**1. Additional Definitions**

“**Hardware**” refers to the OCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of the order of OCC services for distribution to the end user.

**2. Delivery and Installation of Hardware**

- a. **Delivery:** Oracle will deliver the Hardware to the delivery address specified by you at the end user location specified on the order (the “Delivery Location”).
- b. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.
- c. **Installation:** Oracle will install the Hardware in accordance with the service activation request at the end user Delivery Location as part of the OCC service.
- d. **Installation Location:** You acknowledge and will obtain the end user’s agreement that the end user may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

**Fees:** The cloud services payment frequency applies to all cloud services fees and taxes. All fees payable to Oracle are due within 30 days from the invoice date. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the agreement. You will pay any sales, value-added or other similar taxes imposed applicable law that Oracle must pay based on the cloud services you ordered, except for taxes based on Oracle’s income. Unless, specifically stated otherwise, fees for cloud services listed in an order are exclusive of taxes and expenses. Please note that if the pre-tax value of this order is **[USD 2,000]** or less, the products and cloud services listed on this order must be purchased by credit card. Purchase orders and checks are no longer accepted for transactions of this size.

Terms for Consulting/Professional Services:

Consulting/Professional Services Payment Frequency:

Unless otherwise specified in services descriptions applicable to the consulting/professional services you have ordered, the fees for services and any applicable taxes shall be invoiced (i) upon your and Oracle’s acceptance of this order in advance of service performance for fixed fee services; or (ii) after the performance of service for fixed fee services, where advance invoicing is prohibited by law (e.g., public sector accounts). You are responsible for payment of expenses, if any. Expenses will be invoiced monthly as they are incurred.

Renewal of Cloud Services **(NOTE: This clause does NOT apply for OCC or ExaCC orders.):**

If all cloud services ordered under this ordering document are identified as auto renewal eligible in the applicable service specifications, and if the end user has not opted out of auto renewal as indicated in the service specifications, then at the end of the services period the cloud services will auto renew for additional services periods subject to your payment of fees and to the terms of this ordering document and the agreement. Otherwise, all cloud services ordered under this ordering document will not auto renew (regardless of whether some cloud services are identified as auto renewal eligible), but may be renewed for one additional services period of equal duration to the services period under this ordering document subject to your placement of a renewal order and

payment of fees for such cloud services. For cloud services that are identified as auto renewal eligible (and regardless of whether they actually renew through auto renewal), the Unit Net Price for the renewal will be the Unit Net Price for such cloud service set forth in this ordering document. The cloud services may not be renewed as described in this paragraph if: (i) Oracle is no longer making such cloud services generally available to commercial customers, or (ii) you are seeking to cancel or reduce the ordered quantity of the cloud services set forth in this ordering document.

Cloud Services ordered in Argentina or Venezuela: Fees for the cloud services will be reviewed annually as of the effective date of the Ordering Document (or CSA), and will automatically and proportionally increase, if there is a 10% or higher devaluation of the Bolivar under the ("SICAD II") Alternative Exchange Rate with respect to the United States Dollar. If the devaluation remains below 10% or in case of a revaluation of the Bolivar in the corresponding year, charges and payments for that year would not be adjusted under this clause.

Renewal of Cloud Services - Eloqua Marketing Platform Cloud Service: The fees for your renewal of the Eloqua Marketing Platform Cloud Service under the terms of this order are based on the total amount of fees contracted in all your orders for the Eloqua Marketing Platform Cloud Service for distribution to the end user identified in this order (i.e., the initial order and all expansion orders) in effect at the end of the services period of this order.

Renewal of Cloud Services - Micros Cloud Service: The cloud services ordered under this order for distribution to the end user shall automatically renew for an additional services period subject to your payment of fees and to the terms of this order unless (a) you or the end user provide Oracle with written notice no later than thirty (30) days prior to the end of the services period of the end user's intention not to renew such cloud services, or (b) Oracle provides you or the end user with written notice no later than ninety (90) days prior to the end of the services period of its intention not to renew such cloud services. The unit net price for the renewal will be the unit net price for such cloud services set forth in the initial order. The cloud services may not be renewed as described in this paragraph if: (i) Oracle is no longer making such cloud services generally available to commercial customers, or (ii) the end user is or you are seeking to cancel or reduce the ordered quantity of the cloud services set forth in this order.

Price Hold for Cloud Services **(NOTE: This clause does NOT apply for OCC or ExaCC orders.)** During the services period, you may order additional quantities of the cloud services acquired under this order for distribution to the end user at the Unit Net Price specified in your order. This price hold does not apply to any renewals or extensions of your cloud services order, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this order.

Data Center Region - You shall notify the end user that the end user's services environment (as defined in the end user cloud services agreement) will reside in the data center region identified in this order.

North America Data Center Region Terms for Oracle Maxymiser Cloud Services - With respect to users located in Europe, Oracle will utilize Oracle's European Data Center Region to process and store data temporarily as part of the transfer process of such data to the North America Data Center Region.

EMEA Data Center Region Terms for Oracle Maxymiser Cloud Services - With respect to users located in North America, Oracle will utilize Oracle's North America Data Center Region to process and store data temporarily as part of the transfer process of such data to the European Union Data Center Region.

Additional End User Terms for Oracle Maxymiser Cloud Services: In addition to any terms the agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms

and conditions contained in this section in the form set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user’s agreement that Oracle will have no liability to the end user arising out of or relating to the end user’s non-compliance with the End User Terms. Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle’s control, then you agree Oracle may suspend or terminate the cloud services under this order. In the event of termination, the end user’s right to receive cloud services under this order is automatically forfeited by you.

## “End User Terms

### **Oracle Data Processing Agreement**

Section 9.2 of the Oracle Data Processing Agreement does not apply to any Oracle Maxymiser Cloud Services and is instead replaced by the following:

9.2 System Access Control. The following may, among other controls, be applied depending upon the particular Cloud Services ordered: authentication via passwords and/or two-factor authentication, documented authorization processes, documented change management processes, and logging of access on several levels. For Cloud Services hosted by Oracle: (i) log-ins to Cloud Services Environments by Oracle employees and Subprocessors are logged; (ii) logical access to the data centers is restricted and protected by firewall/VLAN; and (iii) centralized logging and alerting, and firewalls are used.

**Third Party Beneficiary.** Oracle is an irrevocable third party beneficiary of this order. In the event that You breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.”

Additional End User Terms for Oracle Field Service Cloud Service (formerly known as TOA ETADirect): In addition to any terms the agreement requires you to include in your order with the end user, you agree that the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this section in the form set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user’s agreement that Oracle will have no liability to the end user arising out of or relating to the end user’s non-compliance with the End User Terms. Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle’s control, then you agree Oracle may suspend or terminate the cloud services under this order. In the event of termination, the end user’s right to receive cloud services under this order is automatically forfeited by you.

## “End User Terms

### Oracle Field Cloud Service.

#### **1. SDKs and APIs:**

Oracle may make available to You the following Oracle Software for use with the Oracle TOA Cloud Services under this order: Software Development Kits (“SDKs”) and

related SOAP APIs (“APIs”) as identified in the applicable order for professional services. Your use of the SDKs and APIs is subject to the terms of the agreement between You and Oracle, and that order, solely for You to create Permitted Developments for use with the Oracle TOA Cloud Services. “Permitted Developments” are custom software modules, tools or code, created by You or a third party retained by You, that You use with the Oracle TOA Cloud Service, and fall within the meaning of Your Content as defined in the agreement between You and Oracle (notwithstanding any references to Oracle PaaS or IaaS in that definition).

## **2. Standard Set Ups, Configurations and URLs**

Oracle will provide You with standard set ups, configurations, and URLs for the Cloud Services. Oracle is not responsible if the access to or performance of the Cloud Services is adversely impacted by Your modification of the standard set up or configuration of the service or attempt to access the service without use of URL names provided by Oracle.

**3. Third Party Beneficiary.** Oracle is an irrevocable third party beneficiary of this order. In the event that You breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.”

Additional End User Terms for Oracle Cloud at Customer (“OCC”): In addition to any terms the partner agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this section in the form set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user’s agreement that Oracle will have no liability to the end user arising out of or relating to the end user’s non-compliance with the End User Terms. Oracle will work with the end user to schedule and complete a Site Survey prior to the provisioning of the cloud services. Should the end user fail to cooperate with scheduling the Site Survey, or fail to bring the Hardware location in compliance with the Site Survey within 14 business days, or fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle’s control, then you agree Oracle may suspend or terminate the cloud services under this ordering document. In the event of termination, the end user’s right to receive cloud services under this ordering document is automatically forfeited by you.

### **Auto Renewal.**

At the end of the initial four (4) year services period, the OCC service will automatically renew for one additional one year period (“Auto Renewal”) unless (i) the end user provides Oracle with written notice no later than thirty (30) days prior to the end of the initial four year services period of the end user’s intention not to renew the OCC service, or (ii) Oracle provides you with written notice no later than ninety (90) days prior to the end of the initial four (4) year services period of its intention not to renew the OCC service. The fee for the one year renewal services period shall be based on the monthly fee specified in the order.

### **Renewal of OCC sold in Brazil**

Fees for the cloud services will be adjusted annually as of the services start date of the order (or agreement), automatically and proportionally based on the variation of the General Market Price Index (IGP-M), or, if such index is no longer valid by the Broad Consumer Price Index (IPCA). In no event rates or payments will be reduced.

## “End User Terms

### 1. Additional Definitions

“**Hardware**” refers to the OCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of Your order of OCC services.

### 2. Service Activation and Services Period for OCC

- a. You acknowledge that the installation of Hardware and Your use of the Services is contingent upon (1) compliance with the requirements set out in the relevant deployment guide(s) which can be accessed at <http://docs.oracle.com> and (2) completion of a services activation request by You memorializing the installation requirements. The deployment guides are part of the Service Specifications.
- b. For purposes of the OCC Services, the Services Period commences on the date stated in the order. If no date is specified, then the “Cloud Services Start Date” for the OCC Services will be the earlier of (i) the date that you are issued access that enables you to activate the OCC Services, or (ii) 90 days from your order date.

### 3. Additional Rights and Obligations for Oracle Cloud at Customer Service

- a. **Network Connectivity:** You must make available and maintain network connectivity as described in the *Service Specifications* throughout the Service Period.
- b. **Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Service Description.

You may not, and may not cause or permit others to (i) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of OCC.

For clarification purposes, Your export control compliance obligations detailed in the Agreement will also extend to Your use of the Hardware.

### 4. Delivery and Installation of Hardware

- a. **Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order. The applicable country specific



hardware shipping terms can be located in the Order and Delivery Policies which may be accessed at <http://oracle.com/contracts>, or as otherwise specified on the ordering document (the "Delivery Location").

- b. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.
- c. **Installation:** Oracle will install the Hardware in accordance with the service activation request at the Delivery Location as part of the OCC Service.
- d. **Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

#### 5. Return at end of OCC Service

For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the OCC services under the order, Oracle will make available Your Content via secured protocols, or keep the service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the OCC service (e.g., My Oracle Support). During this 60 day period, the OCC service and Hardware should not be used for production activities. After the end of this 60 day period, and in the absence of a new OCC service order involving the same OCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on OCC and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content and Your Applications after this 60 day period.

#### 6. Third Party Beneficiary

Oracle is an irrevocable third party beneficiary of this order. In the event that You breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you."

#### Additional Terms for Oracle Database Exadata Cloud at Customer Services (ExaCC):

##### 1. Additional Definitions

"**Hardware**" refers to the ExaCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of your order for the ExaCC service for distribution to the end user.

##### 2. Delivery and Installation of Hardware

- a. **Delivery:** Oracle will deliver the Hardware to the delivery address specified by you on your purchasing document or if your purchasing document does not indicate a ship to address, then to the location specified on this order (the "Delivery Location").
- b. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.
- c. **Installation:** Oracle will install the Hardware at the Delivery Location in accordance with the service activation request at the end user Delivery Location as part of the ExaCC service.
- d. **Installation Location:** You acknowledge and will obtain the end user's agreement that the end user may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

3. **Auto-Renewal:** At the end of the initial four year services period, the ExaCC cloud service will automatically renew for one additional one year period (“Auto Renewal”) unless (i) the end user provides Oracle with written notice no later than thirty (30) days prior to the end of the initial four year services period of the end user’s intention not to renew the ExaCC cloud service, or (ii) Oracle provides you and the end user with written notice no later than ninety (90) days prior to the end of the initial four year services period of its intention not to renew the ExaCC service.
4. **Additional End User Terms for ExaCC:** In addition to any terms the partner agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this section in the form set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user’s agreement that Oracle will have no liability to the end user or you arising out of or relating to the end user’s non-compliance with the End User Terms.

Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle’s control, then you agree Oracle may suspend or terminate the cloud services under the order. In the event of termination, the end user’s right to receive cloud services under the order is automatically forfeited by you.

## “End User Terms

### 1. Additional Definitions

“**Hardware**” refers to the ExaCC related computer equipment (including the racks) and remote gateway provided by Oracle as part of Your order for the ExaCC service.

### 2. Service Activation and Services Period for ExaCC

a. You acknowledge that the installation of Hardware and Your use of the Services is contingent upon (1) compliance with the requirements set out in the relevant deployment guide(s) which can be accessed at <http://docs.oracle.com> and (2) completion of a services activation request memorializing the installation requirements. The deployment guides are part of the Service Specifications.

b. For purposes of the ExaCC Services, the Services Period commences on the date stated in the order. If no date is specified, then the “Cloud Services Start Date” for the ExaCC Services will be the earlier of (i) the date that you are issued access that enables you to activate the ExaCC Services, or (ii) 90 days from your order date.

### 3. Additional Rights and Obligations for ExaCC

a. **Network Connectivity:** You must maintain and make available network connectivity as described in the *Service Specifications* throughout the Services Period.

b. **Responsibility for Care of the Hardware:** You acknowledge that You have an obligation to care for the Hardware while it is at Your location and to keep it in good

condition in conformance with documentation provided by Oracle. You will maintain insurance while the Hardware is in Your possession or control and name Oracle as an additional insured and beneficiary in the event of loss or damage. Oracle will provide maintenance for the Hardware as defined in the Service Description.

You may not, and may not cause or permit others to (i) modify, alter or adapt the Hardware without Oracle's written consent (including modification or removal of the Oracle/Sun serial number tag on the Hardware); (ii) maltreat the Hardware or use it in a manner other than in accordance with the relevant documentation; or (iii) attempt to repair, or otherwise tamper with, the Hardware.

Oracle's obligations under this order do not apply (i) to any Hardware malfunctions resulting from Your failure to allow Oracle to repair or maintain the Hardware, including the incorporation or implementation by Oracle of a hardware or integrated software update or any workaround intended to correct the malfunction, and (ii) to the extent that a problem with the Hardware is attributable to use of equipment or software that are not provided by Oracle as part of ExaCC.

#### **4. Delivery and Installation of Hardware**

- a. **Delivery:** Oracle will deliver the Hardware to the delivery address specified by You on Your purchasing document or if Your purchasing document does not indicate a ship to address, then to the location specified on this order. The applicable country specific hardware shipping terms can be located in the Order and Delivery Policies which may be accessed at <http://oracle.com/contracts>, or as otherwise specified on the order (the "Delivery Location").
- b. **Title of Hardware:** Oracle will retain all ownership and title to the Hardware.
- c. **Installation:** Oracle will install the Hardware at the Delivery Location in accordance with the service activation request at Delivery Location as part of the ExaCC Service.
- d. **Installation Location:** You may not transfer the Hardware to another location without the express consent of Oracle. Any relocation of the Hardware is subject to additional fees.

**5. Auto Renewal.** At the end of the initial four year Service Period, the ExaCC service will automatically renew for one additional one year period ("Auto Renewal") unless (i) You provide Oracle with written notice no later than thirty (30) days prior to the end of the initial four year Services Period of Your intention not to renew the ExaCC service, or (ii) Oracle provides You with written notice no later than ninety (90) days prior to the end of the initial four year Services Period of its intention not to renew the ExaCC service.

**6. Return at end of ExaCC Service.** For a period of up to 60 days after the end of the Services Period or other such termination or expiration of the ExaCC services under this order, Oracle will make available, via secured protocols, Your Content residing in the Hardware, or keep the ExaCC service accessible, for the purpose of data retrieval by You. If You need assistance from Oracle to obtain access to or copies of Your Content, You must create a service request in the Cloud Customer Support Portal applicable to the ExaCC service (e.g., My Oracle Support). During this 60 day period, the ExaCC service and Hardware should not be used for production activities. After the end of this 60 day period, and in the absence of a new ExaCC service order involving the same ExaCC Hardware, Oracle will erase all data from disks, flash drives and all storage containers on ExaCC and will de-install and remove the Hardware from your location. Oracle has no obligation to retain Your Content after this 60 day period.

**7. Third Party Beneficiary.** Oracle is an irrevocable third party beneficiary of this order. In the event that You breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.”

Additional End User Terms for Eloqua: In addition to any terms the partner agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this order set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user’s agreement that Oracle will have no liability to the end user arising out of or relating to the end user’s non-compliance with these End User Terms and conditions. Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle’s control, then you agree Oracle may suspend or terminate the cloud services under this order. In the event of termination, the end user’s right to receive cloud services under this order is automatically forfeited by you.

## “End User Terms

### Privacy and Optional Additional Applications

The Oracle Eloqua Cloud Services enables You to test the likelihood that an email will be intercepted by a receiver’s spam protection service. This email testing service is provided by a third party that receives and tests email template content that You may provide through the Oracle Eloqua Cloud Services email test center or email batch wizard. Your use of the email testing service is optional and not required for Your use of the Oracle Eloqua Cloud Services. Any of Your Content or Personal Data that You place into the email testing service is not subject to the terms of the Oracle Hosting and Delivery Policies Services or Oracle Data Processing Agreement incorporated to your order, and You are solely responsible for complying with your legal obligations when using this service, including laws applicable to the global transfer of Personal Data.

You may choose to enable certain Oracle and Separately Licensed Third Party Technology applications, connectors or modules (“Additional Applications”) to enhance the features of the Oracle Eloqua Cloud Services. The Additional Applications are available in the cloud components section of setup within the Oracle Eloqua Cloud Services and are hosted outside of the Oracle Eloqua Cloud Services Environment. Your use of these Additional Applications is optional and not required for Your use of the Oracle Eloqua Cloud Services. Any of Your Content or Personal Data that You place into these Additional Applications is not subject to the terms of the Oracle Cloud Services Agreement, including the Oracle Data Processing Agreement and Hosting and Delivery Policies, and You are solely responsible for complying with your legal obligations when using these Additional Applications, including laws applicable to the global transfer of Personal Data.

### Cookies

Oracle may insert pixels or code into Your emails generated and/or transmitted through the Cloud Services or, at Your request or with Your consent, into Your websites, mobile applications or other web assets which, once activated, may cause cookies to be placed in, or

read or modified from, a user's or email recipient's browser cache. In accordance with the Service Specifications, such pixels and cookies are used to create or modify unique identifiers and track the user's or email recipient's actions on Your websites, mobile applications or other web assets (or as further specified in this order or the Service Specifications) for Your marketing and analytics purposes. You are responsible for making any disclosures to, and obtaining any consents from, such users and email recipients as may be required under applicable laws, rules, regulations and industry self-regulatory guidelines.

### **Third Party Beneficiary**

Oracle is an irrevocable third party beneficiary of this order. In the event that You breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you.”

Additional End User Terms for Oracle Micros Cloud Services: In addition to any terms the partner agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this order set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user's agreement that Oracle will have no liability to the end user arising out of or relating to the end user's non-compliance with these End User Terms and conditions. Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle's control, then you agree Oracle may suspend or terminate the cloud services under this order. In the event of termination, the end user's right to receive cloud services under this order is automatically forfeited by you.

### **“End User Terms**

#### **1. Service Specifications:**

The three paragraphs below only apply to renewal orders for Micros legacy parts. If Oracle E-Learning Cloud Services are purchased, these paragraphs do not apply.

The Service Specifications that govern the cloud services ordered consist of the documents listed below, which are incorporated into this ordering document. The Service Specifications are subject to change at Oracle's discretion; however, Oracle changes to the Service Specifications will not result in a material reduction in the level of performance, security or availability of the applicable Services provided to You for the duration of the Services Period. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the agreement between You and Oracle; however, unless expressly stated otherwise in this ordering document, the terms of the Data Processing Agreement shall take precedence over any inconsistent terms in this ordering document, agreement between You and Oracle, or Service Specifications. For the purposes of this ordering document, references to the term “Customer” in any document within the Service Specifications shall mean “You” as defined in this ordering document.

- **Cloud Hosting and Delivery Policies.**

Cloud Hosting and Delivery Policies describe and govern Cloud Services. You may access the version of these policies that apply to the Cloud Services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).

- **Program Documentation.**

Program Documentation refers to the program user manuals for the Oracle programs for cloud services, as well as any help windows and read me files for such Oracle programs that are accessible from within the service. The Program documentation describes technical and functional aspects of the Oracle programs. You may access the documentation online at [www.oracle.com/contracts](http://www.oracle.com/contracts).

The paragraph below only applies to Oracle E-Learning Cloud Services.

The Service Specifications that govern the cloud services ordered consist of the document listed below, which is incorporated into this ordering document. The Service Specifications are subject to change at Oracle's discretion. The terms of the Service Specifications, including any subject matter addressed in the Service Specifications, will replace any inconsistent term, similar subject matter or scope of service delivery in the agreement between You and Oracle. For the purposes of this ordering document, references to the term "Customer" in any document within the Service Specifications shall mean "You" as defined in this ordering document.

- **Service Descriptions and Metrics**

Oracle service descriptions and metrics govern the Cloud Services. You may access the version of these descriptions and metrics that apply to the Cloud Services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).

- **Oracle E-Learning Online Access Policies**

Oracle E-Learning Online Access Policies describe and govern cloud services. You may access the version of these policies that apply to the cloud services that You have ordered at [www.oracle.com/contracts](http://www.oracle.com/contracts).

2. **Third Party Beneficiary.** Oracle is an irrevocable third party beneficiary of this order. In the event that you breach any term of this order, You agree that Oracle may enforce the terms of this order directly against you."

Additional End User Terms for Oracle Hospitality Suite Global Business Unit Cloud Services:

Applies to the following part numbers:

B81480, B81481, B84711, B81483, B81484, B81485, B83737, B83738, B83739, B87077, B81482, B83731, B83732, B83733, B83734, B83735, B83736, B81488, B81489, B83740, B81490, B81492, B81493, B86465, B81486, B81487, B83741, B81491, B81494, B81495, B81496, B89707, B85338, B85339, B85340, B85341, B81300, B81301, B81302, B81323, B81324, B81326, B86139, B81303, B81321, B81317, B81304, B81310, B81311, B81325, B81322, B81327, B81318, B83674, B81312, B81305, B81328, B81306, B81307, B81308, B81313, B85334, B81330, B81331, B81332, B81329, B85501, B81335, B85502, B811336, B85503, B83675, B85504, B81337, B85505, B81338, B85506, B81339, B85507, B81340, B85508, B83686, B85509, B83687, B85510, B83688, B85511, B83689, B85512, B83690, B85513, B83691, B85514, B83692, B85515, B83693, B85516, B83694, B85517, B83695, B85518, B83696, B85519, B81333, B85520, B81334, B85521, B81320, B85522, B81346,



B81347, B81348, B81349, B81342, B81343, B81344, B81351, B81352, B81355, B81356, B81358, B81359, B81360, B81361, B81362, B81363, B84689, B81364, B83685, B85335, B81504, B81365, B81366, B81367, B81368, B81369, B81370, B81371, B83682, B83683, B83684, B81501, B85336, B85337, B81314, B81315, B81503, B88300, B88301, B88302, B83697, B83698, B83700, B83701, B83702, B83703, B84047, B83682, B83683, B83684, B81501, B85336, B85337, B81314, B81315, B81503, B88300, B88301, B88302, B83697, B83798, B83700, B83701, B83703, B84047, B83682, B83683, B83684

In addition to any terms the partner agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this order set forth below (“**End User Terms**”). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user’s agreement that Oracle will have no liability to the end user arising out of or relating to the end user’s non-compliance with these End User Terms and conditions. Should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle’s control, then you agree Oracle may suspend or terminate the cloud services under this order. In the event of termination, the end user’s right to receive cloud services under this order is automatically forfeited by you.

#### **“End User Terms**

Notwithstanding anything to the contrary, You agree that if You are purchasing the Cloud Services herein through an Oracle authorized partner in order to participate in a shared Services environment ("Shared Environment") administered by a franchising or similar entity, including but not limited to a parent company, hospitality management company, affiliate, or other authorized third party ("Administrator"), then You agree that Your information in the Shared Environment may be accessible to the Administrator and all other third party entity participants ("Participants") in such Shared Environment. You further acknowledge and agree that: (i) all information in the Shared Environment may be shared, commingled, accessed and used without restriction by the Administrator and all Participants, and You are responsible for providing required notices and/or obtaining required consents to make such information available in such a manner, (ii) Your information may not be able to be exported, deleted or rendered inaccessible in, or made available for retrieval in its entirety outside of, the Shared Environment, (iii) access to the Shared Environment may be suspended or terminated without liability to Oracle if, in Oracle’s reasonable judgment, there is improper use of the Shared Environment by You, the Administrator or any Participant, and (iv) Oracle will treat the Administrator as responsible for the handling of all information in the Shared Environment and Oracle will follow instructions (including for data processing requirements) only from the Administrator.

Nothing in this section is deemed to (a) relieve You of the obligation to use the Cloud Services in the shared Services Environment in accordance with the terms and conditions of the Cloud Services Agreement (or other applicable cloud services end user agreement) between You and Oracle and this order, including, without limitation, any terms and conditions limiting the use of Cloud Services to the quantity and type of users, storage or environments, Services Period, and/or any other attributes defining such Cloud Services set forth in this order, or (b) result in any change to Oracle’s rights, duties and/or obligations under the Cloud Services Agreement (or other applicable cloud services end user agreement) between You and Oracle and this order or otherwise expand, modify or alter any right to use, or use of, the Cloud Services.

Oracle will act solely as a data processor, in accordance with the Data Processing Agreement, for purposes of the order. In no event will Oracle be the Administrator of the shared Services environment or a controller of the data in the shared Services environment. In the event of any conflict between the Data Processing Agreement and the terms of this section, this section shall control. You agree to defend and hold Oracle harmless from any claim that alleges damages or liability related to the administration of a shared Services environment by the Administrator and/or control, access or use of the data in such shared Services environment by the Administrator or any Participant.

In the event You no longer qualify as a Participant of the shared Services environment due to a change in contractual relationship with Oracle or the Administrator, then all Oracle orders placed through an Oracle authorized partner related to such shared Services environment(s) will terminate immediately without further obligation by Oracle. In no event will Oracle be liable for any claims, damages, or liabilities arising out of termination under this paragraph.

In the event the Administrator disables, suspends, terminates, or decommissions Your access to or use of a shared Services environment for any reason, You acknowledge and agree that in no event will Oracle be liable for any claims, damages, or liabilities arising out of such actions by the Administrator."

Additional End User Terms for Oracle Cloud at Customer Readiness Service:

In addition to any terms the agreement requires you to include in your order with the end user, you agree the order between you and the end user shall expressly state that the order is subject to and incorporates the terms and conditions contained in this Section C in the form set forth below ("**End User Terms**"). You shall be financially responsible for all claims and damages to Oracle caused by your failure to include the required End User Terms in the order between you and an end user. You shall ensure that Oracle is an irrevocable third party beneficiary of the order between you and the end user, but does not assume any of your obligations thereunder. You agree to assign to Oracle or its designee the right to enforce the order, if Oracle requests you do so to protect its interests. You acknowledge and will obtain the end user's agreement that Oracle will have no liability to the end user arising out of or relating to the end user's non-compliance with the End User Terms. You shall notify the end user that, should the end user fail to be in compliance with the additional End User Terms below, or because of any other circumstance outside of Oracle's control, then you agree Oracle may suspend or terminate the cloud services under this ordering document. In the event of termination, the end user's right to receive cloud services under this ordering document is automatically forfeited by you and the end user.

**"End User Terms**

a. ACS Oracle Cloud at Customer Readiness Service

- i. Oracle shall perform the standard Oracle Cloud at Customer Readiness Service remotely. This service is detailed in the Oracle Advanced Customer Services ("ACS") Oracle Technical Cloud Professional Services Descriptions; you may access a current version of this document at: <https://www.oracle.com/assets/technical-cloud-prof-services-desc-4010028.pdf>. By signing this order You expressly agree to the obligations and assumptions contained therein.

ii. **Assumptions and obligations for Professional Services:**

Upon Oracle's reasonable request, You agree to provide Oracle access to relevant resources with knowledge to support the performance of the services. You will provide for all Oracle resources performing services at Your location, a safe and healthful

workspace (e.g., a workspace that is free from recognized hazards that are causing, or likely to cause, death or serious physical harm, a workspace that has proper ventilation, sound levels acceptable for resources performing services in the workspace, and ergonomically correct work stations, etc.).

As required by U.S. Department of Labor regulations (20 CFR 655.734), You will allow Oracle to post a notice regarding Oracle H-1B employee(s) at the work site prior to the employee's arrival on site.

### iii. **Segmentation.**

The purchase of Cloud Services, Professional Services, or other service offerings, programs or products are all separate offers and separate from any other order. You understand that You may purchase Cloud Services, Professional Services, or other service offerings, programs or products independently of any other order. Your obligation to pay under any order is not contingent on performance of any other service offerings or delivery of programs or products.”

## **6. General Terms**

Source Code - Oracle may deliver source code as part of its standard delivery for particular programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the license agreement and program documentation.

Segmentation - The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

Ethical Business Practices – If you are submitting an order for distribution of Oracle programs, hardware and/or services to a public sector end user then the following terms apply.

- You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. You agree to accurately document all transactions related to the agreement and this order in your financial books, records, statements, and in reports or other documents provided to Oracle. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). The handling and disbursement of funds related to an Oracle transaction must be pursuant to a duly authorized Oracle written contract with clearly defined procedures. No undisclosed or unrecorded fund or asset related to any Oracle transaction may be established or maintained for any purpose. You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of the agreement without any liability incurred by Oracle to you. You will also indemnify and hold Oracle, Oracle Corporation, and subsidiaries, parents and affiliates harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this

section shall survive the termination or expiration of the agreement.

End User Agreement - If you are submitting an order for distribution of Oracle programs, hardware and/or services to a public sector end user then the following terms apply.

- Notwithstanding anything to the contrary in the agreement, you agree to submit to Oracle a copy of the end user agreement related to this order and any ordering documents, purchase agreements and other documents between you and the end user that together with the end user agreement form the complete end user contract related to this order.

The term “public sector end user” refers to any government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank.

Order of Precedence - In the event of any inconsistencies between the applicable Oracle distribution agreement and these terms and conditions, these terms and conditions shall take precedence. These terms and conditions will control over the terms contained in any partner purchase order or non-Oracle ordering document.

By clicking the Place Order button, we each agree that the applicable Oracle distribution agreement, these terms and conditions, and this order constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions shall apply. This order is placed subject to the terms of the applicable Oracle distribution agreement. If the Oracle distribution agreement is a Full Use Program Distribution Agreement, Full Use Distribution Agreement, or OEM Hardware Distribution Agreement then by placing this order, you confirm that this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle and that you have entered into a completed order with the end user that references and incorporates the terms of (1) a valid end user agreement executed by the end user identified above and/or (2) the Oracle Enterprise Linux and Oracle VM Services Agreement executed by the end user identified above. If the Oracle distribution agreement is a Value Added Distributor Agreement, then by placing this order, you confirm that that this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle and that you have entered into a completed order with the partner identified above that complies with the terms of the VAD agreement and the partner has entered into a completed order with the end user that references and incorporates the terms of (1) a valid end user agreement executed by the end user identified above and/or (2) the Oracle Enterprise Linux and Oracle VM Services Agreement executed by the end user identified above. If the Oracle distribution agreement is a Sun OEM agreement, then by placing this order, you are confirming that (1) this order is subject to the terms of the Sun OEM agreement; and (2) this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle.

The effective date of this order shall be the date that you submitted this order to Oracle.