



ORACLE PARTNERNETWORK EDUCATION DISTRIBUTION AGREEMENT

This Education Distribution Agreement ("agreement") includes the terms and definitions set out below and any orders you submit. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you and the terms of this agreement will govern.

A. Agreement Definitions

"You" and "your" refer to the individual or entity (including its majority owned subsidiaries) that has entered into this agreement with Oracle **[insert Local Oracle Country Subsidiary]** ("Oracle") to distribute Oracle's: (i) programs; (ii) learning credits; (iii) education services; and (iv) Oracle Certified Professional ("OCP") vouchers and/or OCP bundles; (v) are collectively referred to herein as "distribution offerings"; and the terms "education services", "OCP vouchers", and "OCP bundles" are as defined in the Oracle University Distribution Offerings guidelines, which is available at <http://partner.oracle.com> (log in, select Education, and then Education Resale Resource link). You warrant that you have the authority to bind your majority owned subsidiaries to the terms of this agreement and any applicable order with Oracle and further warrant that you shall be responsible for a breach of such terms by any of your majority owned subsidiaries.

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

The term "distribution rights" refers to the right to distribute the distribution offerings to an end user under the terms of this agreement.

The term "end user" refers to a third party that is licensed to use the distribution offerings for its own internal business operations subject to the terms of an end user license agreement as further provided for in this agreement. End user shall not include any public sector entity.

The term "end user license agreement" refers to an Oracle License and Services Agreement ("OLSA") between Oracle and the end user or an existing license agreement between Oracle and the end user which is approved for use by Oracle as described in Section E.

The term "full use" refers to unaltered versions of the programs with all functions intact.

The term "learning credits" is defined in the license definitions and rules, which are incorporated in this agreement and which are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

The term "Oracle Finance Division Contract" refers to a contract between you and Oracle (or one of Oracle's affiliates that provides for payments over time of some or all of the sums due to Oracle under this agreement).

The term "Oracle PartnerNetwork" ("OPN") refers to Oracle's partner program that provides access to specified Oracle services, tools and resources. You can access the Oracle PartnerNetwork at <http://partner.oracle.com>.

The term "programs" refers to the Oracle technology based training software products owned or distributed by Oracle, which you order from Oracle for distribution to an end user under this agreement, including program documentation, and which are specifically identified in the Oracle University Distribution Offerings guidelines (formerly known as the Oracle University Resale Offerings guidelines) located at <http://partner.oracle.com> (log in, select Education, and then Education Resale Resource link). The term "programs" does not include any Oracle applications or any other Oracle programs other than those specifically identified in the Oracle University Distribution Offerings guidelines referenced above.

The term "program documentation" refers to the program user manual and program installation manuals. Program documentation is delivered with the programs, or documentation may be accessed online at <http://oracle.com/contracts>.

The term "public sector entity" is 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 candidacies) ; and any public international organization such as, but not limited to, the International Red Cross, United Nations, or the World Bank.

B. Distribution Rights

You must be a member of the Oracle PartnerNetwork in order to distribute the distribution offerings. Oracle grants you a nonexclusive, nontransferable right to distribute such distribution offerings to end users. You may order programs, learning credits, and/or services from Oracle as provided under this agreement only after you receive an end user's order for such products. Each program, learning credit, and/or service ordered must be used only for the internal business operations of the end user. Each learning credit must be used only to acquire education products and services from Oracle or from an Oracle Approved Education Center. Learning Credits must be ordered by using the Partner Ordering Letter for Learning Credits available from your Oracle University sales contact. Each OCP voucher must be used only for the end user to take OCP exams at an Oracle approved testing center (currently operated by Prometric, Inc. only). Each OCP bundle must be used only for the end user to acquire programs and OCP vouchers together. The end user may not acquire the distribution offerings for purposes of further distribution. You may not distribute the distribution offerings to end users that are public sector entities. You shall not appoint any third party to distribute the distribution offerings. Program documentation is either shipped with the programs, or documentation may be accessed online at <http://oracle.com/contracts>. If Oracle delivers programs to you electronically via Oracle Software Delivery Cloud web site and you distribute the programs electronically to end users via Oracle Software Delivery Cloud web site, you shall include any terms required by Oracle in your ordering documentation. Some programs may also include proprietary source code Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of this agreement.

Oracle shall inform you of any notices and other instructions that are related to third party software components (including open source software) that are included in a program and that Oracle is required to distribute with such programs. These notices shall be provided to you in at least one of the following ways, at Oracle's sole discretion: (a) automatically installed with the programs; (b) in the program documentation; or (c) via a supplemental list. You shall comply with all other instructions related to third party software components (including open source software) and you shall reproduce all third party notices in an appropriate location in the value added package and/or in its related documentation, as required by the applicable notices or as otherwise directed by Oracle.

Oracle may request that you acquire any third party, royalty-free license offered generally to the public that Oracle, in its reasonable discretion, determines may be necessary to avoid a claim of infringement for distribution of any program or other Oracle software either by Oracle or by you under the terms of this agreement. In the event you fail to acquire such license, Oracle may terminate this agreement with respect to the relevant program(s) and/or other software on thirty (30) days written notice, and whether or not this agreement is terminated, Oracle shall have no obligation to indemnify you under Section G (Indemnification) for any claim of infringement that would have been avoided by the acquisition of such license.

C. Ownership and Restrictions

Oracle retains all ownership and intellectual property rights to the distribution offerings and anything else developed by Oracle and delivered to you under this agreement. Each end user may make a sufficient number of copies of each program for the licensed use and one copy of each program media.

Third party technology may be necessary for use with some Oracle programs and is specified in the program documentation; specific files (which are identified in the program documentation) of such third party technology (collectively the "Open Source Technology") may be included on the same medium or as part of the download of Oracle programs you receive, but is licensed under the Mozilla Public License, Common Public License, GNU Lesser General Public License, Netscape Public License or similar royalty-free/open source license (collectively, the "Open Source Licenses").

This agreement does not modify or abridge any rights or obligations you may have in Open Source Technology under applicable Open Source Licenses; however, to the extent that Open Source Technology is incorporated into an Oracle program, your rights and remedies under this agreement with respect to such Open Source Technology (i.e.

indemnification) shall apply, but only for your use of the Oracle program that is in compliance with the terms of this agreement and with the terms of any relevant Open Source License. Any use of Open Source Technology outside of your licensed use of applicable Oracle programs is subject to the rights and obligations under such third party technology's Open Source License. Open Source Technology programs that are separate from Oracle programs are provided as a courtesy to you and are licensed solely under the relevant Open Source License. Any distribution by you of code licensed under an Open Source License, whether alone or with the Oracle program must be under the Open Source License.

You may not:

- distribute the distribution offerings except as expressly provided in this agreement;
- use the distribution offerings except as expressly provided in this agreement;
- remove or modify any program markings or any notice of Oracle's proprietary rights;
- rent, lease, or timeshare the distribution offerings, or provide subscription services for the distribution offerings, or permit your end users to do so, or distribute the distribution offerings in any manner except as provided under this agreement;
- use the distribution offerings to provide third party training on the content and/or functionality of the programs or education services;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs);
- disclose results of any program benchmark tests without Oracle's prior written consent; or
- engage in any deceptive or misleading practices that may be detrimental to Oracle or to the distribution offerings;

Oracle reserves any rights not expressly granted to you under this agreement.

D. Order Terms

Prior to submitting an order to Oracle, you must obtain an order from the end user (and such order must have been signed by the end user) for the distribution offerings ordered, which order for distribution offerings shall be subject to a valid end user license agreement. Each order placed by you with Oracle must be complete and shall be subject to the terms of this agreement, the terms provided in the order between you and Oracle (if any), and the terms and conditions specified in the Oracle University Distribution Offerings guidelines located at <http://partner.oracle.com> (log in, select Education, and then Education Resale Resource link) as of the effective date of your order.

With each order for programs you shall provide: the name and address of the end user (including the end user's email address); the name, including date or version, of the applicable end user agreement; the name, including date or version, of your agreement with Oracle under which your order is being placed; the location to which the programs will be shipped (if shipment is required); the names of the programs licensed and applicable license metrics; the list price, the discount, and the total fees payable to Oracle; and any other information required by Oracle for processing the order.

With each order for learning credits, education services, OCP vouchers and/or OCP bundles you shall provide: the name and address of the end user (including the end user's email address); the name, including date or version, of the applicable end user agreement; the name, including date or version, of the agreement with Oracle under which your order is being placed; the education services, number of OCP vouchers, and/or OCP bundles and/or the number of learning credits and the list price, the discount, the total fees payable; the term for which the end user may use the OCP voucher or learning credits; and any other information required by Oracle for processing the order.

Your order must be complete when submitted to Oracle and may not (a) require any concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your order with Oracle) or (b) be changed after it is submitted to Oracle. Oracle reserves the right, in its sole discretion, to accept or reject any order you submit.

Upon request, you will provide Oracle with a copy of the end user agreement, any amendments thereto and any ordering documents, purchase agreements or other documents between you and the end user and/or related to the order, with pricing information or any other information reasonably deemed confidential or proprietary removed; you acknowledge that any copies you provide Oracle will not be considered confidential information. At a minimum, you must provide information related to the distribution offerings, including but not limited to, the end user's name, the programs and/or

distribution offerings distributed, the number of users or students, the license grant to the end user, any definitions related to licensing metrics, the date of the order, and any other information reasonably requested by Oracle.

Where (i) the acquisition of distribution offerings is financed or leased, or (ii) the end user agreement or order refers to any payments other than net 30 day payment terms, then you will comply with Oracle's financing and leasing policies which can be accessed at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies) by ensuring that the end user and any funder have received those policies, and where applicable, have acknowledged that they will comply with those policies.

E. License Agreement

It is your responsibility to ensure that any distribution of programs, learning credits, and/or services that you provide to an end user are subject to a legally binding end user license agreement. The order between you and the end user shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the end user license agreement and the Oracle University Distribution Offerings guidelines located at <http://partner.oracle.com> (log in, select Education, and then Education Resale Resource link). Each order you submit to Oracle, shall specify whether the end user license agreement will be (a) the OLSA accepted by the end user online, (b) the OLSA executed by the end user or (c) an existing license agreement between Oracle and the end user which Oracle has approved for use. If the order indicates that the OLSA will be executed by the end user, you must provide the signed agreement to Oracle when you submit your order. You may obtain a copy of Oracle's standard Oracle License and Services Agreement at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

You agree to inform Oracle promptly if you are aware of any breach of the Oracle University Distribution Offerings guidelines and/or any end user license agreement.

F. Warranties, Disclaimers and Exclusive Remedies

THE PROGRAM(S), LEARNING CREDITS, EDUCATION SERVICES, OCP VOUCHERS AND OCP BUNDLES ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, INCLUDING, WITHOUT LIMITATION, ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY OTHER WARRANTY, WHETHER EXPRESSED OR IMPLIED. YOU UNDERSTAND AND AGREE THAT YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE'S BEHALF WITH RESPECT TO SUCH PROGRAM(S), LEARNING CREDITS, EDUCATION SERVICES, OCP VOUCHERS AND OCP BUNDLES.

TO THE EXTENT PERMITTED BY LAW, THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

G. Indemnification

If a third party makes a claim against you that any program infringes their intellectual property rights based on your distribution of the programs in accordance with the terms of this agreement, Oracle, at its sole cost and expense, will defend you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

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

If Oracle believes or it is determined that any of the programs may have violated a third party's intellectual property rights based on your distribution of the programs. Oracle may choose to either modify the program(s) to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable program and/or may end this agreement and refund any fees you may have paid to Oracle for the applicable program. Oracle will not indemnify you if you or an end user alter a program or if you distribute or the end user uses it outside the scope of use identified in the user documentation or if you distribute or an end user uses a version of the program which has been superseded, if the infringement claim could have been avoided by distributing or using an unaltered current version of the program which was provided to you. Oracle will not indemnify you to the extent an infringement claim is based upon a program not

provided by Oracle. Oracle will not indemnify you for infringement caused by your or your end user's actions against any third party if the Oracle programs as delivered to you and distributed by you or used by an end user in accordance with the terms of this agreement would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you to the extent that an infringement claim is based upon the combination of any program with any products or services not provided by Oracle. If a third party makes a claim against Oracle that a distribution offering, when used in combination with any product or services provided by you or an end user, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the distribution offering, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

H. Term and End of Agreement

This agreement shall begin on the effective date specified herein unless you accept the terms of this agreement online, in which case the effective date shall be as set forth in an email from Oracle confirming Oracle's acceptance of this agreement. The term of this agreement shall continue for 1 year. This agreement will terminate if you do not keep your membership in the Oracle PartnerNetwork current. If your membership in the Oracle PartnerNetwork expires or is terminated, you will not be permitted to distribute distribution offerings until your membership is made current. Each year, as a condition to renew your right to distribute the distribution offerings, when you apply to renew your OPN agreement, you must execute the then-current version of Oracle's education distribution agreement and the agreement will be subject to acceptance by Oracle, and Oracle may require you to complete certain training and assessment requirements to Oracle's satisfaction. If either of us breaches a material term of this agreement and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement. Notwithstanding the foregoing, after a period of 90 days from the effective date of this agreement, either party may end this agreement at any time, without cause, upon 90 days written notice to the other party. If Oracle ends this agreement as specified in the preceding two sentences, you must pay within 30 days all amounts which have accrued prior to such end, as well as sums remaining unpaid for distribution offerings related thereto received under this agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days all amounts remaining unpaid for services related to such license which have accrued prior to such end plus related taxes and expenses. In addition, if Oracle terminates this agreement as provided under this section, Oracle also may terminate your Oracle PartnerNetwork agreement and your membership in the Oracle PartnerNetwork. Except for nonpayment of fees, the non-breaching party may agree in its sole discretion to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement, you may not place orders for any distribution offerings or distribute any distribution offerings. You also agree that if you have used an Oracle Finance Division Contract to pay for fees due under this agreement and you are in default under that contract, you may not distribute the programs and/or services that are subject to such contract. The end users' rights to use the distribution offerings properly distributed by you under this agreement shall survive termination of this agreement, unless such rights are otherwise terminated in accordance with the applicable end user license agreement. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, ethical business practices, and others, which by their nature are intended to survive.

I. Fees and Taxes

You may place an order for distribution offerings with Oracle Corporation or any local majority owned subsidiary of Oracle Corporation (both of which are referred to in this agreement as an "Oracle group company"). Each order must reference this agreement. You agree to pay the applicable Oracle group company a fee for distribution offerings ordered and/or distributed under this agreement as specified in the order. Fees for distribution offerings will be paid directly to the entity to which you submit the order. You will not be relieved of your obligation to pay any fees owed to the Oracle group company by the nonpayment of such fees by your end user. Oracle partners are free to determine the fees charged to end users for distribution offerings. Any order placed with the Oracle group company will be subject to the Oracle University global price list and discount terms in effect at the time the order is submitted. To view the Oracle University global price list and discount terms, log onto the Oracle PartnerNetwork web site at <http://partner.oracle.com> (log in, select Education, and then Education Resale Resource link) to view the Oracle University global price list and discount terms. In the event that Oracle University publishes a price promotion on the Oracle PartnerNetwork web site for a distribution offering, notwithstanding any discount terms on the Oracle PartnerNetwork web site or in this agreement, your sole and exclusive discount on the promotional distribution offering shall be 15% off the promotion price. It is your responsibility to access the Oracle University global price list to obtain current information. If the Oracle University global price list changes after you issue a valid written quote for distribution offerings to an end user, for 90 days after the date you submit the quote to the end user, the fee applicable to the distribution offerings identified in the quote shall be based on the global price list in effect on the date you submit the quote.

All fees payable to the applicable Oracle group company are due within 30 days from the invoice date. Except for taxes on Oracle's income, you also agree to pay any sales, value-added or other similar taxes imposed by applicable law that the applicable Oracle group company must pay based on the distribution offerings you have ordered. You agree and you will obtain your end users' written agreement that you and your end users have not relied on the future availability of any distribution offerings in entering into the payment obligations in the applicable order; however, the preceding sentence does not change the rights granted to you for any program licensed under your ordering document, per the terms of your ordering document and this agreement. Oracle reserves the right to check your credit rating periodically during the term of this agreement and to modify these payment terms in the event that there is a material change in your credit rating. Fees listed in this agreement are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by the applicable Oracle group company in addition to its stated fees and shall be shown separately on the relevant invoice. Payments shall be in U.S. dollars or in the local currency designated by the applicable Oracle group company. Upon your submission of an order to the applicable Oracle group company, this payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to set-off for any reasons, and is not subject to the completion or occurrence of any event after the date your order is submitted to Oracle, other than the shipment of programs by Oracle if required.

J. Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). We each agree to disclose only information that is required for the performance of obligations under this agreement. Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential at the time of disclosure.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

We each agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. Nothing shall prevent (1) either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with the terms of this agreement, (2) Oracle from disclosing to an Oracle VAD information about the status of your membership in the Oracle PartnerNetwork or this agreement, or (3) either party from disclosing the confidential information to a federal or state governmental entity as required by law. *[This sentence may be further localized as needed]*

K. Trademarks and Copyrights

You are authorized to use Oracle's trademarks and service marks (the "Oracle trademarks") to refer to the associated Oracle products and services. Your use of the Oracle trademarks shall comply with Oracle's trademark usage guidelines, and all goodwill based upon use of the Oracle trademarks shall inure to Oracle's benefit. Oracle's trademark usage guidelines, incorporated in this agreement, are subject to change. You may access Oracle's trademark usage guidelines at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). In marketing, promoting or licensing the programs or distribution offerings, you agree to make it clear that Oracle is the source of the programs. You shall retain all notices, including copyright and trademark notices, on the programs and OCP vouchers and any copies thereof. You shall not modify the programs or distribution offerings and shall deliver the programs and or distribution offerings exactly as you receive them or have Oracle deliver the programs or distribution offerings in the original media.

L. Relationships between Parties

In all matters relating to this agreement, you will act as an independent contractor. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Except with regard to Oracle's obligation to ship programs in connection with orders that comply with the terms of this agreement if requested to do so, neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. Nothing in this agreement shall be construed to limit either party's

right to independently develop or distribute software that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or used to create such software.

M. Privacy

If you provide Oracle with personal information concerning your customers prospects or employees, Oracle will only use the information in manners consistent with those specified in this agreement to accomplish their purposes, or as otherwise indicated at the time Oracle collects such information. This information may be maintained by Oracle in data centers in the United States and may be accessed by Oracle's global personnel as required for business purposes. You agree to provide all relevant notices and obtain any consents required to share the information with Oracle.

If Oracle provides you with personal information concerning Oracle's partners, customers, prospects or employees, you agree that you will permit access to and use of such information solely in connection with the sale of Oracle products or services and for the limited purpose(s) for which it was provided by Oracle under this agreement. You also agree to comply with all laws that apply to your use of this information for such purposes.

The requirements of this section do not apply to either party's relationships with its customers.

From time to time, the parties may exchange information regarding marketing and sales opportunities through Oracle's partner management application. Both parties agree to use any such information in compliance with the terms of this agreement and Oracle's Partner Management Opportunity Routing Policy, the current version of which is located at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

N. URLs

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

O. Ethical Business Practices

You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make 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 this agreement 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). You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this agreement without any liability 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 this agreement.

P. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF FEES YOU PAID ORACLE UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER, AND IF SUCH DAMAGES RESULT FROM YOUR DISTRIBUTION OF PROGRAMS, LEARNING CREDITS, EDUCATION SERVICES, OCP VOUCHERS AND/OR OCP BUNDLES, SUCH LIABILITY SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM, LEARNING CREDITS, EDUCATION SERVICE, OCP VOUCHER AND/OR OCP BUNDLE GIVING RISE TO THE LIABILITY. IN NO EVENT SHALL ORACLE'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT EXCEED THE TOTAL FEES PAID UNDER YOUR ORDER.

Q. Export

Export laws and regulations of the United States and other relevant local export laws and regulations apply to the programs. You agree that such export control laws govern your use and distribution of the programs (including technical data) and any service deliverables provided under this agreement, and you agree to comply with all such export laws and regulations (including “deemed export” and “deemed re-export” regulations). You agree that no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology.

R. Other

1. This agreement is governed by the substantive and procedural laws of *[insert “the State of California” or local country name]*, and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco, San Mateo, or Santa Clara counties in California in any dispute arising out of or relating to this agreement. *[This section may be further localized as needed.]*
2. If you have a dispute with Oracle or if you wish to provide a notice under Section G (Indemnification) of this agreement, or if you become subject to insolvency or other similar legal proceedings, you will promptly send written notice to: *[insert local Oracle subsidiary name and appropriate mailing address – ok to include Attn: General Counsel or something similar]*
3. You may not assign this agreement or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant a security interest in the programs and/or any service deliverables, the secured party has no right to use or transfer the programs and/or any services.
4. Except for actions for nonpayment or breach of Oracle’s proprietary rights, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.
5. You agree that the sales process that you use complies with applicable procurement regulations (if the end user is a government entity) and that you will keep accurate books and records in connection with the activities under this agreement. Upon 45 days written notice, Oracle may audit your distribution of the distribution offerings and your activities under this agreement. Any such audit shall not unreasonably interfere with your normal business operations. You agree to cooperate with Oracle’s audit and provide reasonable assistance and access to information, including but not limited to relevant books, records, agreements, servers, technical personnel, and order reporting systems. Upon Oracle’s request, you will also provide to Oracle a system generated list of the Oracle distribution offerings distributed to end users under this agreement during the time period specified by Oracle and any supporting documentation requested by Oracle pursuant to the terms of Section D Order Terms for the purposes of validating the completeness and accuracy of your obligations under this agreement. You agree to pay within 30 days of written notification any fees applicable to your distribution of the distribution offerings in excess of your license rights and any underpaid fees. If you do not pay, Oracle can end your licenses, the validity of any learning credits or distribution offerings and this agreement and/or may choose not to accept your application to renew this agreement at such time of renewal. Upon Oracle’s request, you agree to audit end user(s) and report the findings to Oracle, or assign your right to audit end user(s) to Oracle. You agree that Oracle shall not be responsible for any of your costs incurred in cooperating with this audit.
6. The Uniform Computer Information Transactions Act does not apply to this agreement or any order hereunder. *[May be deleted outside the U.S.]*

S. Force Majeure

Neither of us shall be responsible for failure or delay of performance if caused by: an act of war, hostility, or sabotage; act of God, electrical, internet, or telecommunication outage that is not caused by the obligated party; government restrictions (including the denial or cancellation of any export or other license); other event outside the reasonable control of the obligated party. We both will use reasonable efforts to mitigate the effect of a force majeure event. If such event continues for more than 90 days, either of us may cancel unperformed services upon written notice. This section does not excuse either party’s obligation to take reasonable steps to follow its normal disaster recovery procedures or your obligation to pay for programs delivered or distribution offerings provided.

T. Entire Agreement

You agree that this agreement and the information which is expressly incorporated into this agreement by written reference (including reference to information contained in an URL or referenced policy), together with the applicable order, are the complete agreement for each order that you place with Oracle for distribution offerings, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such distribution offerings. Moreover, you agree that any rights you may have to distribute learning credits under any Oracle PartnerNetwork Education Distribution Agreement shall be replaced and superceded by the rights to distribute learning credits under this agreement. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this agreement. It is expressly agreed that the terms of this agreement and any order with Oracle shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the distribution offerings ordered. This agreement and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Oracle online ordering system by authorized representatives of you and of Oracle. Any notice required under this agreement shall be provided to the other party in writing.

The effective date of this agreement shall be _____, 200____. *[to be completed by Oracle]*

PARTNER:

ORACLE ***[OR LOCAL ORACLE
SUBSIDIARY NAME]***

PARTNER _____
ADDRESS: _____

PARTNER FAX NO.: _____

Authorized Signature: _____

Authorized Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Signature Date: _____

Signature Date: _____

Agreement No.: _____

[to be completed by Oracle]