



## END USER AGREEMENT TERMS

1. Limit the use of the programs and/or hardware that are subject to the end user agreement to the legal entity that executed the end user agreement.
2. Restrict the use of the programs to the internal business operations of the public sector end user subject to the terms of the end user agreement, including the license definitions and rules set forth in the program documentation, and the Partner Ordering Policy. You may allow your public sector end users to permit agents or contractors (including, without limitation, outsourcers) to use the programs on the applicable public sector end user's behalf for the purposes set forth in the end user agreement, subject to the terms of such agreement, provided that such public sector end users are responsible for the agent's, contractor's and outsourcer's compliance with the end user agreement in such use. For programs that are specifically designed to allow the public sector end user's customers and suppliers to interact with the public sector end user in the furtherance of the end user's internal business operations, such use may be allowed under the end user agreement. Oracle's license definitions and rules are subject to change and are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).
3. Restrict use of the operating system delivered with the hardware to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.
4. Restrict use of the integrated software, which is defined as software embedded in the hardware that is essential to hardware functionality (e.g., firmware) to the end user's internal business operations subject to the terms of the end user agreement and only as incorporated in, and as part, of the hardware.
5. Define ancillary programs as those 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.
6. State that Oracle or its licensor retains all ownership in the intellectual property rights to the programs, hardware, operating system and integrated software.
7. State that third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation and/or hardware documentation and that such third party technology is licensed to the public sector end user under the terms of the third party technology license agreement specified in the program documentation and/or hardware documentation and not under the terms of the end user agreement.
8. Notify the end user that the hardware and integrated software are not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware and/or integrated software for these purposes.
9. Prohibit the public sector end user from assigning, giving, or transferring the programs, operating system, integrated software and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs, operating system, integrated software and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software and/or any services). If the public sector end user decides to finance its acquisition of the programs, operating system, integrated software and/or any services, the public sector end user must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.
10. Prohibit (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights; (c) the public sector end user from making the programs, operating system, integrated software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) title to the programs, operating system and/or integrated software from passing to the public sector end user or any other party.
11. Prohibit the 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 material produced by programs), operating system and/or integrated software and prohibit duplication of the programs, operating system and/or integrated software except for a sufficient number of copies for the public sector end user's licensed use and one copy of each program media.

12. Restrict use of any additional programs that Oracle may include with the programs ordered for trial, non-production purposes only. The public sector end user may not use such additional programs included with an order to provide training or attend training provided by you or a third party on the content and/or functionality of the programs. The public sector end user has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the end user license agreement. If the public sector end user decides to use any additional programs after the 30 day trial period, the public sector end user must obtain a license for such programs from you. If the public sector end user decides not to obtain a license for the additional programs after the 30 day trial period, the public sector end user will cease using and will delete any such programs from the public sector end user's computer systems. Additional programs included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
13. Inform the public sector end user that technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. Require the public sector end user to acknowledge that Oracle's technical support policies are incorporated into the end user agreement by reference. Inform the public sector end user that if it decides not to purchase technical support at the time of the license and/or hardware then the public sector end user will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the public sector end user decides to purchase support at a later date.
14. Inform the public sector end user that any third party firms retained by the public sector end user to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.
15. Inform the public sector end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user agreement.
16. Inform the public sector end user that hardware, if purchased, includes Oracle's hardware warranty in effect at the time the hardware is purchased and that Oracle's hardware warranty can be accessed at <http://www.oracle.com/support/policies.html>.
17. Disclaim, to the extent not prohibited by applicable law, Oracle's liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
18. Require the public sector end user at the termination of the agreement, to discontinue use and destroy or return to you all copies of the programs and documentation.
19. Prohibit publication of any results of benchmark tests run on the programs and/or hardware.
20. Require the public sector end user to comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
21. Not require Oracle to perform any obligations or incur any liability not previously agreed to between you and Oracle.
22. Permit you to audit your public sector end user's use of the programs, require the public sector end user to provide reasonable assistance and access to information in the course of such audit and permit you to report the audit results to Oracle or to assign your right to audit the public sector end user's use of the programs to Oracle. Where you assign your right to audit to Oracle then Oracle shall not be responsible for any of your or the public sector end user's costs incurred in cooperating with the audit.
23. Require the public sector end user to agree that the public sector end user has not relied on the future availability of any hardware, programs or updates in entering into the end user agreement; however, (a) if the public sector end
24. User orders technical support from Oracle for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such 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 the public sector end user for any program licensed under the end user agreement, per the terms of such end user agreement.
25. Designate Oracle as a third party beneficiary of the end user agreement.
26. Exclude the application of the Uniform Computer Information Transactions Act.