

This Manufacturer's Statement of Terms (the "Statement") is provided by Oracle Corporation, including its subsidiaries ("Oracle"). This Statement applies to the Oracle products and services you have ordered from an Oracle authorized reseller.

1. Hardware

- a. Your Hardware order may consist of the following items: Operating System (as defined in your configuration), Integrated Software and all Hardware equipment (including components, options and spare parts) and Third Party Warranted Hardware specified on the applicable order. Your Hardware order may also include Integrated Software Options. Integrated Software Options may not be activated or used until you separately order them and agree to pay additional fees. The term "**Hardware**" is defined as the computer equipment, including components, options and spare parts (but excludes Third Party Warranted Hardware). The term "**Operating System**" is defined as the software that manages Hardware for programs and other software. The term "**Integrated Software**" is defined as any software or programmable code that is (a) embedded or integrated in the Hardware and enables the functionality of the Hardware or (b) specifically provided to you by Oracle and specifically listed (i) in accompanying documentation, (ii) on an Oracle webpage or (iii) via a mechanism that facilitates installation for use with the Hardware. Integrated Software does not include and you do not have rights to (a) code or functionality for diagnostic, maintenance, repair or technical support services; or (b) separately licensed applications, operating systems, development tools, or system management software or other code that is separately licensed by Oracle. The term "**Integrated Software Options**" refers to 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 and agree to pay additional fees. Not all Hardware contains Integrated Software Options; please refer to the Oracle Integrated Software Options License Definitions, Rules and Metrics accessible at <http://oracle.com/contracts> (the "Integrated Software Options License Rules") for the specific Integrated Software Options that may apply to specific Hardware. Oracle reserves the right to designate new software features as Integrated Software Options in subsequent releases and that designation will be specified in the applicable documentation and in the Integrated Software Options License Rules. For specific hardware, Integrated Software includes Integrated Software Options separately ordered. The term "**Third Party Warranted Hardware**" is defined as hardware identified in your order by a statement that the warranty will be provided by the specified third party.
- b. You have the right to use the Operating System delivered with the Hardware subject to the terms of the license agreement(s) that is (i) delivered with the Hardware or (ii) made available on the licensor's website. 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.
- c. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software delivered with the Hardware subject to the terms of the applicable documentation and/or the license agreement(s) delivered with the Hardware. You are licensed to use that Integrated Software and any Integrated Software updates acquired through technical support only as incorporated in, and as part of the Hardware. You have the limited, non-exclusive, royalty free, non-transferable, non-assignable right to use Integrated Software Options that you separately order subject to the terms of the applicable documentation and the Integrated Software Options License Rules; the Integrated Software Options License Rules are incorporated herein. You are licensed to use those Integrated Software Options and any Integrated Software Options updates acquired through technical support only as incorporated in, and as part of, the Hardware. To fully understand your license right to any Integrated Software Options that you separately order, you need to review the Integrated Software Options License Rules. In the event of any conflict between the applicable documentation and the Integrated Software Options License Rules, the Integrated Software Options License Rules shall take precedence.
- d. The Operating System or Integrated Software or Integrated Software Options (or all three) may include separate works, identified in a readme file, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the Operating System, Integrated Software and Integrated Software Options under such terms are not restricted in any way by this Statement. The appropriate terms associated with such separate works can be found in the readme files, notice files or in the documentation accompanying the Operating System, Integrated Software and Integrated Software Options.

For software (i) that is part of Operating Systems, Integrated Software or Integrated Software Options (or all three) and (ii) that you receive from Oracle in binary form and (iii) that is licensed under an open source license that gives you the right to receive the source code for that binary, you may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to you with the binary, you may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

- e. Upon payment for Hardware-related Service Offerings (as defined below), you have the non-exclusive, non-assignable, royalty free, perpetual, limited right to use for your internal business operations anything developed by Oracle and delivered to you under the order ("deliverables"); however, certain deliverables may be subject to additional license terms provided in the order.
- f. You may only make copies of the Operating System, Integrated Software and Integrated Software Options 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, Integrated Software or Integrated Software Options. You shall not decompile or reverse engineer (unless

required by law for interoperability) the Operating System or Integrated Software.

- g. Oracle may include additional programs on the Hardware (e.g., Exadata Storage Server software). You are not authorized to use those programs unless you have a license specifically granting you the right to do so. If you would like a 30 day trial license to use such programs contact Oracle or an Oracle authorized reseller.
- h. 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.
- i. You may not assign this Statement or give or transfer the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings or an interest in them to another individual or entity. If you grant a security interest in the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings deliverables, the secured party has no right to use or transfer the Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings deliverables, and if you decide to finance your acquisition of any Hardware, Operating System, Integrated Software, Integrated Software Options and/or any Service Offerings, you will follow Oracle's policies regarding financing which are at <http://oracle.com/contracts>. The foregoing shall not be construed to limit the rights you may otherwise have with respect to the Linux operating system, third party technology or Separately Licensed Third Party Technology licensed under open source or similar license terms.

2. Warranty for Hardware

- a. Oracle provides a limited warranty ("Oracle Hardware Warranty"), for (i) the Hardware (which pursuant to section 1.a above excludes Third Party Warranted Hardware), (ii) the Operating System and the Integrated Software and the Integrated Software Options, and (iii) the Operating System media, the Integrated Software media and the Integrated Software Options media ("media" and (i), (ii) and (iii) collectively, "Hardware Items"). Oracle warrants that the Hardware will be free from, and using the Operating System and Integrated Software and Integrated Software Options will not cause in the Hardware, material defects in materials and workmanship for one year from the date the Hardware is delivered to the delivery location. 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 the delivery location. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> ("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. Oracle also warrants that technical support services and Hardware-related Service Offerings (as defined in section 3 below) ordered will be provided in a professional manner consistent with industry standards. You must notify Oracle of any technical support service or Hardware-related Service Offerings warranty deficiencies within 90 days from performance of the deficient technical support service or Hardware-related Service Offerings
- c. **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 HARDWARE ITEM, OR IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE HARDWARE ITEM AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE HARDWARE ITEM; OR (ii) THE REPERFORMANCE OF THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS; OR, IF ORACLE CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALLY REASONABLE MANNER, YOU MAY END THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS AND RECOVER THE FEES YOU PAID TO ORACLE FOR THE DEFICIENT HARDWARE-RELATED SERVICE OFFERINGS. 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.**
- d. Replacement units for defective parts or Hardware Items 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 Hardware Items shall transfer back to Oracle upon removal from the Hardware.
- e. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE, INTEGRATED SOFTWARE OPTIONS OR MEDIA.**
- f. No warranty will apply to any Hardware, Operating System, Integrated Software, Integrated Software Options 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 an Oracle 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 (viii) and (ix) above; or
- (x). purchased from any entity other than Oracle or an Oracle authorized reseller.

g. 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.

3. Oracle Hardware and Systems Support and Hardware-Related Service Offerings for Hardware

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 System Support Policies, incorporated herein, 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 an order. You may access the current version of the Oracle Hardware and System Support Policies at <http://www.oracle.com/us/support/policies/index.html>. Oracle Hardware and Systems Support is effective upon the date the Hardware is delivered or upon the effective date of the order if shipment of Hardware is not required.

In addition to technical support, you may order a limited number of Hardware-related Service Offerings with your order for Hardware as listed in the Hardware-related Service Offerings document, which is at <http://oracle.com/contracts>. **Hardware-related Service Offerings** refers to technical support, consulting, advanced customer support services, or other services which you have ordered. You agree to provide Oracle with all information, access and full good faith cooperation reasonably necessary to enable Oracle to deliver these Hardware-related Service Offerings and you will perform the actions identified as your responsibility. If while performing these Hardware-related Service Offerings Oracle requires access to another vendor's products that are part of your system, you will be responsible for acquiring all such products and the appropriate license rights necessary for Oracle to access such products on your behalf. Hardware-related Service Offerings provided may be related to your license to use products owned or distributed by Oracle which you acquire under a separate order. The agreement referenced in that order shall govern your use of such products.

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 THE ORACLE HARDWARE AND SYSTEMS SUPPORT AND/OR HARDWARE-RELATED SERVICE OFFERINGS WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE AMOUNT OF THE FEES YOU PAID ORACLE FOR THE ORACLE HARDWARE AND SYSTEMS SUPPORT SERVICE AND/OR HARDWARE-RELATED SERVICE OFFERINGS GIVING RISE TO THE LIABILITY.

4. Third Party Warranted Hardware

- a. The terms of this Statement shall apply to Third Party Warranted Hardware with the exception of any warranty provision and technical support services, which shall be as described below in this section.
- b. With respect to Third Party Warranted Hardware, Oracle shall use commercially reasonable efforts to procure for you the benefit of any standard end-user warranties in respect of the Third Party Warranted Hardware from Oracle's suppliers (whether from Oracle or granted directly by Oracle's supplier). Details of these warranties are available on the Warranty Web Page (as defined in section 2 above). Oracle does not provide any express warranties itself for the Third Party Warranted Hardware.
- c. If purchased by you, technical support services for Third Party Warranted Hardware shall be provided by the supplier in accordance with the supplier's terms.
- d. Third Party Warranted Hardware may include software that is pre-installed or may require installation on the Third Party Warranted Hardware, including but not limited to the operating system and any integrated software. You have the right to use such software delivered with the Third Party Warranted Hardware subject to the terms of the license agreement(s) that is (i) delivered with the Third Party Warranted Hardware or (ii) made available on the manufacturer's website. Updates to the software delivered with the Third Party Warranted Hardware may be made available by the manufacturer of the Third Party Warranted Hardware at such manufacturer's discretion.

5. Export

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the programs and Hardware (including any Integrated Software, Integrated Software Options and Operating System(s)). You agree that such

export laws govern your use of the programs (including technical data), hardware (including any Integrated Software, Integrated Software Options and Operating System(s)) and any services 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, Hardware (including any Integrated Software, Integrated Software Options and Operating System(s)) 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.