

Terms for use of Oracle Technologies

The Software may include programs developed by or marketed by Oracle Corporation and its affiliates (“Oracle Programs”), including, without limitation, MySQL, and Outside In. Customer’s use of Oracle Programs is subject to the following limitations:

1. Customer will limit the use of the Oracle Programs to the legal entity that entered into this Agreement.
2. Customer shall be responsible for Customer’s agent’s, contractor’s, outsourcer’s, customer’s and supplier’s use of the Oracle Programs and their compliance with the terms of this Agreement.
3. Oracle or its licensor retains all ownership and intellectual property rights to the Oracle Programs.
4. Customer cannot assign, give, or transfer the Oracle Programs 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 Oracle Programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).
5. Customer is prohibited from (a) use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any Oracle Program markings or any notice of Oracle’s or its licensors’ proprietary rights; (c) making the programs 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 from passing to the end user or any other party.
6. Customer is prohibited from reverse engineering (unless required by law for interoperability), disassembly or decompilation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Oracle Programs) and prohibit duplication of the programs except for a sufficient number of copies of each Oracle Program for the end user’s licensed use and one copy of each program media.
7. To the extent permitted by applicable law, Customer agrees that Oracle shall have no 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 Oracle Programs.

8. Upon the termination of the Agreement, Customer must discontinue use and destroy or return to Company all copies of the Oracle Programs and documentation.
9. Customer may not publish any results of benchmark tests run on the Oracle Programs.
10. Customer must 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 Oracle Programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
11. The Oracle Programs are subject to a restricted license and can only be used in conjunction with the other portions of the Licensed Software.
12. Company may audit Customer's use of the Oracle Programs, require Customer to provide reasonable assistance and access to information in the course of such audit and permit Company to report the audit results to Oracle or to assign Company rights to audit Customer's use of the Oracle Programs to Oracle. Where Company assigns our right to audit to Oracle then Oracle shall not be responsible for any of Company or Customer's costs Incurred in cooperating with the audit.
13. Oracle America, Inc. is a third party beneficiary of this Agreement.
14. The terms and conditions of the Uniform Computer Information Transactions Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this Agreement.
15. Some Oracle Programs may include source code that is provided as part of its standard shipment of such Oracle Programs, whose source code shall be governed by the terms of this Agreement.
16. Any third party technology that may be appropriate or necessary for use with some Oracle Programs are specified in the Documentation or as otherwise notified by Company and such third party technology is licensed to Customer only for use with the other portions of Software under the terms of the third party license agreement specified in the Documentation or as otherwise notified by Veritas and not under the terms of this Agreement.

17. In addition to the Oracle terms above, Customer may not copy MySQL onto any public or distributed network or use MySQL as a general SQL server, a standalone application, or with applications other than the Software.
18. In addition to the Oracle terms above, Customer's use of Outside In is limited to running the object code version of Outside In solely as integrated with, and for running the Software. Customer may not use Outside In with any applications other than the Software.
19. Notwithstanding anything to the contrary in this Agreement, Customer may not:
 - a. Allow the programs to be accessed by any application or process not included in the Software;
 - b. Allow the output from the programs (for example: plain text, Unicode text, HTML or XML) to be accessed by any application, other than the Software;
 - c. Implement any sub-component or API of the programs as a standalone process without a specific license to do so;
 - d. Expose or publish any program API to any third-party; or allow the programs to be accessed, distributed, or sublicensed via web services architecture except where the content to be converted is directly controlled by the Software.