

Oracle Application Specific Additional Terms:

- (1) The use of the Oracle software granted by Advanced is limited to the legal entity which executes the relevant Order Form and end user agreement incorporating these terms with Advanced (the "End User") unless otherwise noted in writing.
- (2) The Oracle software is application specific and therefore restricted to use with the Advanced software listed on the relevant Order Form. Further, it is also restricted to the internal business operations of the End User, and excludes use on behalf of End Users by agents or contractors (including, without limitation, outsourcers) unless agreed in writing with Advanced.
- (3) Oracle Corporation and/or its licensors retain all ownership and intellectual property rights to the Oracle software listed herein.
- (4) The End User may not assign, give, or transfer the Oracle software and/or any related services ordered or an interest in them to another individual or entity without consent in writing.
- (5) The End User may not (a) use the Oracle software for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) make the Oracle software available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted in writing). For the avoidance of doubt, title in the Oracle software does not pass to the End User or any other party under this Agreement.
- (6) The End User may not reverse engineer the Oracle software (unless required by law for interoperability), disassemble or decompile it (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by the Oracle software) and the End User may not duplicate the Oracle software except for a sufficient number of copies of each program as required for the End User's licensed use.
- (7) To the extent permitted by applicable law, Oracle disclaims all 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 software.
- (8) The End User, at the termination of the Agreement, must discontinue use and destroy or return to Advanced all copies of the Oracle software and documentation.
- (9) The End User may not publish any results of benchmark tests run on the Oracle software.
- (10) The End User 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 software, nor any direct product thereof, is exported, directly or indirectly, in violation of applicable laws.
- (11) The Oracle software is subject to a restricted licence and can only be used in conjunction with the Advanced Software.
- (12) Oracle is not obliged to perform any obligations or incur any liability toward the End User which has not previously been agreed between Advanced and Oracle.
- (13) The End User will permit Advanced to audit its use of the Oracle software, will provide Advanced with reasonable assistance and access to information in the course of such audit and will permit Advanced to report the audit results to Oracle. Further, the End User agrees Advanced may assign its right to audit the End User to Oracle. Where Advanced assigns its right to audit to Oracle then Oracle shall not be responsible for any of Advanced' or the End User's costs incurred in cooperating with the audit.
- (14) Oracle is designated as a third party beneficiary of this Agreement, in respect of the Oracle software only.
- (15) Any source code that Oracle may provide to the End User as part of its standard shipment of the Oracle software 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 software is specified in the related documentation or as otherwise notified by Advanced. Such third party technology is licensed to the End User only for use with the Advanced Software under the terms of the relevant third party licence agreement specified in the documentation or as otherwise notified by Advanced - NOT under the terms of this Agreement.