

**THIRD PARTY FINANCING NOTICE**  
**Financing for End-user Customer's Payment Obligation**  
Effective Date: 01 Apr 2003

**Purpose.** Where the acquisition of programs and/or technical support acquired from Oracle or one of its distribution partners is financed or leased, this Notice sets forth Oracle's financing and leasing policies. This Notice applies where the Customer enters into a Funder Contract that contains financing or leasing terms, the proceeds of which provide funds to fulfill Customer's payment obligation to Oracle.

**Background.** Oracle owns the intellectual property that is licensed either directly by Oracle or indirectly through authorized Partners to specified end users Customers. This Third-Party Financing Notice ensures transactions comply with Oracle's policies regarding use and distribution of its intellectual property, with applicable license and distribution agreements, and provides information on the rights and relationships of the parties.

**Parties**

**Partner.** A Partner that acquires licenses and services from Oracle to fulfill (directly or through an authorized Oracle distributor) an Order.

**Customer.** An end-user Customer that licenses Oracle products and services.

**Oracle.** Oracle Corporation and its affiliates, owner of the intellectual property licensed to Customer by Oracle (or by its authorized Partner).

**Funder.** A financial entity that will enter into a Funder Contract, independently selected by Customer, that is financially capable of and has a practice of providing financing, and whose payment is not contingent on subsequent funding.

**Agreements**

**Order.** An Order specifying the Oracle products and services acquired by Customer, subject to a distribution or license agreement with Oracle.

**Funder Contract.** A loan, financing or leasing arrangement, or other agreement (including a revolving line of credit) related to the Order. The Funder Contract is between Customer and Funder.

**Payments**

**Payment Obligation to Oracle.** Regardless of payment terms under the Funder Contract or whether Customer has entered into a Funder Contract, Customer remains obligated to pay all fees when due under the original terms of the Order (including late charges or other fees), whether or not the financing or funding is completed, and full payment shall not be subject to implementation, system performance, Customer acceptance, payment from Customer or any other party, or cancellation of the Order, or exercise of any government cancellation rights. Customer's election to finance its acquisition of products and services does not change its payment obligations to Oracle (or Partner, as applicable). If Funder does not pay all sums due under the Order, Customer shall pay any remaining balance.

**Future Support Payments.** Without Oracle's prior written consent, the Funder Contract may not include future support fees, which are due to Oracle. Where included in a Funder Contract, Funder does not have an interest in such future support fees that are due to Oracle. If Funder collects or receives such payments, Funder will promptly remit all amounts received to Oracle.

**Rights and Relationships**

**No Rights Transferred without Consent.** Without Oracle's written consent, a Funder Contract does not grant Funder any interest in or rights to Oracle's intellectual property, the licensed software or services, regardless of agreed upon terms among Partner (or its distributor), Funder or Customer. Any transfer of rights requires Oracle's consent, which shall be in the form of a separate letter from Oracle. Please review the website at <http://www.oracle.com/services/financing> for the conditions under which such consent may be obtained. Without Oracle's consent, no Partner (or its distributor) may consent to transfers.

Any rights obtained by Funder are subject to the terms of the Order and this Notice. Any rights transferred to Funder (including (i) a security interest in or pledge granted by Partner (or its distributor) or Customer of their license rights granted under the Order, or (ii) obtained through Funder's payment of the fees due under the Order, or (iii) any other transfers to Funder, do not include:

- (a) any assignment of title, ownership, sublicense or security interest in the intellectual property that is licensed, and does not give Funder (or any other party) the right to use, copy, transfer, re-sell, re-license,
- (b) remarketing of the licenses, or receiving or redirecting services for any purpose (including mitigation of damages) or
- (c) any interest in products and services (or the fees due for them) that are not subject to the Funder Contract (such as consulting fees), and if Funder collects or receives such payments, Funder will promptly remit all amounts received to Oracle.

**Separate Agreements.** Funder Contract and the Order are the applicable agreements relating to this transaction and are separate contracts and form separate contractual relationships without affecting the other contracts' terms or parties. Oracle does not assume any obligations to any party beyond those in the Order, including any dispute, risk of termination or any failure to pay by the Customer for any reason.

No contracts impose any obligations, limitations, liabilities or benefits on the parties that have not executed such contracts. If there is a default or cancellation under any contract, each party has the right to independently exercise its remedies and perform its obligations under its contract. Funder is not a party to the licensing transaction, and obtains no rights in fees that are owed to Oracle from the distribution of its products and services. Customer retains all its rights under the Order, including warranty rights. Oracle, as the owner of the intellectual property, is a third party beneficiary of any Order between Partner and Customer, but does not assume any of Partner's obligations thereunder.

No other documents on the subject, such as Funder's consent to leasing or license transfers, will bind Oracle or impose obligations on Oracle. Oracle is not obliged to review any Funder Contract, and provides no advice on how the transaction would be characterized.

**Customer and Funder Confirmation.** The confirmation should be returned to your account representative.

**Customer Confirmation.** Where payments due under the Order are subject to financing or leasing terms, and Customer is credit approved by Oracle's credit department, Customer will provide Oracle a Financing Confirmation Letter, in the form specified at <http://www.oracle.com/services/financing> to confirm that the financing for the transaction is committed without conditions. If the Customer is not credit approved by Oracle, Customer will obtain Funder's confirmation on the Financing Confirmation Letter, which will be submitted with the Order.

**Funder Confirmation.** If requested by Oracle's credit department, Funder will confirm in the Financing Confirmation Letter, in the form specified at <http://www.oracle.com/services/financing>, that the financing for the transaction is committed without conditions, and Funder has reviewed all aspects of the transaction as it deemed necessary, without reliance on Oracle, including but not limited to credit, contract terms, payment structure, product usage, pricing, compliance with procurement requirements and cancellation risks, and other evaluations of the Customer and Partner (or its distributor), if any.

**Payment; Invoicing; Taxes**

**Payment and Invoices.** Oracle's business practice is to receive a purchase order from Customer that refers to the full amount due under the Order. Oracle's business practice is to invoice Customer.

**Taxes.** Oracle's business practice is to invoice Customer for all applicable taxes. Customer remains liable to Oracle for any taxes due, and if Funder does not pay all applicable taxes, Customer shall timely pay Oracle any taxes still due under the Order.

**Further Information.** Please see the website at <http://www.oracle.com/financing> for further information.