Oracle Demonstration Services Addendum

to the
Oracle PartnerNetwork Agreement

This Oracle Demonstration Services Addendum (the “Addendum”) is between you and the Oracle entity with which you entered into the Oracle PartnerNetwork Agreement ("Oracle") and shall be governed by the terms of the Oracle PartnerNetwork Agreement between Oracle and you (the “Agreement”) and the terms set forth below. Definitions used in the Agreement shall have the same meaning under this Addendum, unless expressly stated otherwise. If there is a direct conflict between a term of this Addendum and a term of the Agreement with regard to the subject matter of this Addendum, the terms of this Addendum shall prevail.

1. Current Membership In the Oracle PartnerNetwork. Your use of Oracle Demonstration Services is conditional upon (i) your membership in the Oracle Partner Network at either the Gold membership level or Platinum membership level throughout the term of this Addendum; (ii) your acceptance by Oracle in the Knowledge Zone applicable to the programs for which you access and use Oracle Demonstration Services throughout the term of this Addendum; (iii) your attainment of the resell criteria for the programs in the Knowledge Zone for which you access and use Oracle Demonstration Services throughout the term of this Addendum and (iv) your continuous compliance with certain criteria established by Oracle, which are subject to change at any time at Oracle’s sole discretion, unless otherwise agreed by you and Oracle in writing.

2. Use of Oracle Demonstration Services. You may use Oracle Demonstration Services only for sales and/or marketing purposes to conduct demonstrations of the Oracle programs identified in Oracle’s policy for Oracle Demonstration Services to prospective and current Oracle customers. You may access Oracle’s policy document for Oracle Demonstration Services at [http://partner.oracle.com](http://partner.oracle.com) (log in, select Membership / Agreements & Policies). This policy, which is incorporated by reference, is subject to change at Oracle’s discretion. You may not use the Oracle Demonstration Services to provide training (except as provided in Section 5 below), troubleshooting, competitive analysis, or other non-sales or marketing uses as determined by Oracle. When you schedule an appointment to use Oracle Demonstration Services, resources are reserved for you. If your plans change and you will not use a reserved appointment, you shall notify Oracle prior to the scheduled time.

When using Oracle Demonstration Services, you may be required to download software from an Oracle website and the use of any such software is subject to the terms of the Agreement and this Addendum as well as any terms on the applicable Oracle website. If you are conducting a demonstration from hardware that is not owned by you, and if you have downloaded any Oracle software in connection with such demonstration, upon conclusion of the demonstration, you will remove the Oracle software from such hardware. In addition, you may be referred to obtain software from third parties in order to enhance your use of the Oracle Demonstration Services. You agree that Oracle is not responsible for the availability of, and content provided on, third party websites and your use of any software obtained from such third parties is at your own risk as third party software may modify the environment of your hardware and is subject to the terms set forth in the section of the Agreement entitled “Links to Third-Party Sites.”

You acknowledge that the Oracle programs that you may access through Oracle Demonstration Services may contain pre-production code and the programs and any included functionality are considered confidential information under the terms of the Agreement. You will ensure that all customers for whom you conduct demonstrations using Oracle Demonstration Services are required by you to keep such information confidential. In addition, you acknowledge that if and when any programs that you may access through Oracle Demonstration Services and that you demonstrate to customers are released in production, you may purchase licenses for the production version of such programs in accordance with Oracle’s then standard licensing and pricing terms and conditions, which at Oracle’s sole discretion may allow license of only some rather than all of the features of such programs and you agree that you shall inform and obtain written acknowledgement of this from each customer for whom you conduct demonstrations using Oracle Demonstration Services. You agree to pass on to all customers any additional terms required by Oracle in order to access the Oracle programs through Oracle Demonstration Services.

You agree to comply with the requirements set forth in Oracle’s policy document for Oracle Demonstration Services. When using the Oracle Demonstration Services, your hardware must meet the minimum configuration requirements set forth in Oracle’s policy document for Oracle Demonstration Services, which you may access at [http://partner.oracle.com](http://partner.oracle.com) (log in, select Membership / Agreements & Policies). You must configure your demonstration environment prior to the start of any demonstration. When you request a bookable instance to conduct
demonstrations using the Oracle Demonstration Services, you shall only use demonstration data and shall not use any actual customer data; Oracle is not responsible for any damages caused to you or any customer by your use of any actual customer data in the Oracle Demonstration Services environment. At the end of any scheduled demonstration which you have conducted using a bookable instance, the environment used for the demonstration will be removed and a new environment will be installed for future use. Any work performed during the demonstration will not be saved. When you request a general use instance to conduct demonstrations using the Oracle Demonstration Services, you shall use only the demonstration data provided to you when conducting the demonstration. At the end of any scheduled demonstration which you have conducted using a general use instance, Oracle reserves the right to remove the environment used for the demonstration and to install a new environment for future use and any work performed during the demonstration may not be saved. Oracle reserves the right to revoke your access to the Oracle Demonstration Services at any time.

3. Support. Oracle’s Demonstration Services organization will provide support for the Oracle Demonstration Services environment and for your use of Oracle Demonstration Services during particular demonstrations for customers consistent with Oracle’s policy for Oracle Demonstration Services set forth at http://partner.oracle.com (log in, select Membership / Agreements & Policies). This policy is subject to change at Oracle’s discretion. You shall not contact the Oracle Demonstration Services organization for support for general Oracle product issues, nor shall you contact Oracle Support Services for support for your use of Oracle Demonstration Services.

4. Passwords. Oracle will notify you by email of the applicable password to access the Oracle Demonstration Services environment each week. You shall be responsible for designating authorized individuals ("Authorized Users") to access the Oracle Demonstration Services. Each Authorized User must provide to Oracle a current business telephone number and email address that matches your company domain name. If the business telephone number and/or email address for any Authorized User changes or if any Authorized User is no longer employed by you during the term of this Addendum, you shall promptly notify Oracle. You shall be responsible for all actions by such Authorized Users when using the Oracle Demonstration Services. You agree to take all reasonable steps to ensure the security of the Oracle Demonstration Services environment and passwords and to ensure that unauthorized users do not access or enter the Oracle Demonstration Services environment using your passwords. You shall not permit anyone other than the Authorized Users to access the Oracle Demonstration environment.

5. Training. Prior to using Oracle Demonstration Services, at least one Authorized User shall attend at least one (1) training program sponsored by Oracle, at your cost, and shall be responsible for training your other Authorized Users. The training program sponsored by Oracle shall be in person, unless otherwise agreed by Oracle, and shall be at a time and location determined by Oracle. Oracle may at its discretion provide online training materials for your use in training additional Authorized Users and will notify you when and if such training is available.

6. Tools. When using the Oracle Demonstration Services, you will be required to download and install certain Oracle tools ("Oracle Tools"). Except as provided herein, your use of the Oracle Tools is subject to the terms of the Agreement and the terms of this Addendum. The Oracle Tools are designed to collect technical information regarding the configuration of your environment and/or the customer's environment, if you are using a customer's hardware to access the Oracle Demonstration Services, and the performance of the Oracle Demonstration Services (e.g. hardware, database, application server and applications configurations metrics, error and diagnostic trace files) (collectively, "Configuration Data") and forward the Configuration Data to Oracle. The Oracle Tools will not access, collect, or store any personally identifiable information (with the exception of a local contact name in case of problems in the transmission of Configuration Data) or business data files residing in your production environment or a customer's environment. Once Configuration Data is sent to Oracle, it is stored in password-protected repositories and is used to assist in resolving requests for technical assistance and other issues with the Oracle Demonstration Services, and to provide recommendations to you regarding your or your customers' configuration and/or deployment of the demonstration programs and for product and service planning purposes. Oracle will comply with its Privacy Policy in effect at the time you access the Oracle Demonstration Services, which is available at www.oracle.com. You agree that access to the Oracle Tools will be granted only to the Authorized Individuals and that the Oracle Tools will be used only in support of your authorized use of the Oracle Demonstration Services. You may not use the Oracle Tools to offer or provide services for or to third parties and may not share the Oracle Tools with third parties or allow access to the Oracle Tools.

7. Feedback. You shall provide feedback to Oracle regarding each demonstration that you conduct or attempt to conduct using Oracle Demonstration Services within five (5) business days following the completion of each demonstration or attempted demonstration using a feedback mechanism provided by Oracle.
8. Reference. In consideration of the benefits provided to you under this Addendum, unless the Agreement expressly provides otherwise, (a) Oracle may refer to you as a partner that has used Oracle Demonstration Services in sales presentations, marketing vehicles and activities directed at other Oracle partners that may become eligible to use Oracle Demonstration Services or who are distributing the programs for which you have conducted demonstrations; (b) you agree to become part of Oracle’s reference program by working with a representative from Oracle Marketing to develop a profile for use on Oracle.com and for other promotional activities at Oracle’s discretion; and (c) the profile will include a quote from an executive of your company and your company’s logo.

9. DISCLAIMERS. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, ORACLE PROGRAMS, ORACLE DEMONSTRATION SERVICES AND ORACLE TOOLS ARE PROVIDED TO YOU “AS IS” EXCLUSIVE OF ANY WARRANTY OF ANY KIND AND TO THE EXTENT PERMITTED BY LAW ALL WARRANTIES, TERMS OR CONDITIONS, WHETHER EXPRESS OR IMPLIED ARE EXPRESSLY EXCLUDED, INCLUDING BUT NOT LIMITED TO WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY OR FITNESS FOR A PARTICULAR PURPOSE. ORACLE DOES NOT GUARANTEE THAT THE ORACLE PROGRAMS, ORACLE DEMONSTRATION SERVICES OR ORACLE TOOLS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT THE ORACLE TOOLS ARE COMPLETELY SECURE. THE ORACLE DEMONSTRATION SERVICES (INCLUDING ANY PROGRAMS RECEIVED THROUGH ORACLE DEMONSTRATION SERVICES) AND ORACLE TOOLS ARE NOT PROGRAMS OR SERVICES UNDER THE TERMS OF THE AGREEMENT. PERFORMANCE OF THE ORACLE DEMONSTRATION SERVICES ENVIRONMENT MAY VARY DEPENDING ON USAGE AND THEREFORE ORACLE MAY REQUIRE YOU TO ALTER YOUR USAGE OF THE ORACLE DEMONSTRATION SERVICES FROM TIME TO TIME. ORACLE SHALL NOT BE RESPONSIBLE FOR ANY LOSS OF SALES OPPORTUNITIES DUE TO UNSUCCESSFUL DEMONSTRATIONS OR ANY ERRORS THAT OCCUR DURING ANY DEMONSTRATION. YOUR ACCESS TO ORACLE PROGRAMS THROUGH ORACLE DEMONSTRATION SERVICES IS NOT A COMMITMENT TO DELIVER TO YOU OR TO ANY CUSTOMER ANY MATERIAL, CODE, OR FUNCTIONALITY BEYOND WHAT IS LICENSED AND/OR SHIPPED UNDER ANY LICENSE AGREEMENT BETWEEN ORACLE AND YOU OR BETWEEN ORACLE AND A CUSTOMER. ANY PROGRAMS THAT YOU MAY ACCESS THROUGH ORACLE DEMONSTRATION SERVICES ARE SUBJECT TO CHANGE AT ANY TIME AND, ACCORDINGLY, SHOULD NOT BE RELIED UPON IN MAKING PURCHASING DECISIONS BY YOU OR BY ANY CUSTOMER. THE DEVELOPMENT, RELEASE, AND TIMING OF ANY FEATURES OR FUNCTIONALITY FOR ORACLE PROGRAMS REMAINS AT THE SOLE DISCRETION OF ORACLE. YOU SHOULD NOT RELY ON THE FUTURE AVAILABILITY OF ANY FUTURE PRODUCT OR SERVICE IN ENTERING INTO ANY LICENSE AGREEMENT WITH ORACLE AND YOUR CUSTOMERS SHOULD NOT RELY ON THE FUTURE AVAILABILITY OF ANY FUTURE PRODUCT OR SERVICE IN ENTERING INTO ANY LICENSE AGREEMENT TO ACQUIRE ORACLE PROGRAMS WITH YOU. UNLESS OTHERWISE PROVIDED AS AN UPDATE TO CUSTOMERS OR PARTNERS IN ACCORDANCE WITH ORACLE’S TECHNICAL SUPPORT SERVICES, IF AND WHEN THE PROGRAMS THAT YOU MAY ACCESS THROUGH ORACLE DEMONSTRATION SERVICES IS RELEASED, YOU MAY PURCHASE LICENSES FOR THE PRODUCTION PROGRAMS IN ACORDANCE WITH ORACLE’S THEN STANDARD LICENSING AND PRICING TERMS AND CONDITIONS. ORACLE IS NOT OBLIGATED TO PROVIDE THE PROGRAMS AS AN UPDATE, AND UPDATES ARE ONLY PROVIDED TO CUSTOMERS AND PARTNERS WHO MAINTAIN SOFTWARE UPDATE LICENSE AND SUPPORT FOR THE ASSOCIATED LICENSE IN ACCORDANCE WITH ORACLE’S TECHNICAL SUPPORT POLICIES.

10. Term This Addendum shall become effective on the Effective Date of this Addendum and shall be valid for the term of the Agreement. This Addendum shall automatically terminate (a) if the Agreement is terminated; (b) if your membership in the Oracle PartnerNetwork at the Gold or Platinum membership level lapses; or (c) you cease to meet the resell criteria for the programs in the applicable Knowledge Zone. In addition, notwithstanding anything to the contrary in the Agreement, this Addendum may be terminated (i) by either party by giving the other party at least 30 days prior written notice; (ii) by either party at any time upon written notice to the other party if such other party breaches this Addendum and fails to correct the breach within thirty 30 days following written notice specifying the breach. In addition, Oracle may terminate your ability to access any Oracle program that is available through Oracle Demonstration Services at any time without notice to you. Any renewal of this Addendum shall be subject to Oracle’s fees and policies in effect at the time of such renewal.