

Top Five Facts About Oracle's Indemnification for Linux

Indemnification against intellectual property infringement claims has become an important issue for the Linux community. An enterprise that lacks Linux indemnification could be the target of an intellectual property lawsuit that they would be forced to defend using their own money and resources. With the Oracle Linux support program, customers have indemnification from the world's largest enterprise software vendor.

1. Oracle Linux Support customers get indemnification against intellectual property infringement claims.

Oracle is committed to the success of the Linux platform and will stand behind our support offering by providing indemnification in connection with certain intellectual property claims raised against our customers. Oracle's indemnification offer is part of Oracle's Linux support contract, which states: *Provided you are a current subscriber to Oracle Linux support services, if a third party makes a claim against you that any covered programs furnished by Oracle ("material" or "materials"), and used by you for your business operations infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend you against the claim and indemnify you from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:*

- *Notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);*
- *Give Oracle sole control of the defense and any settlement negotiations; and*
- *Give Oracle the information, authority, and assistance it needs to defend against or settle the claim. If Oracle believes or it is determined that any of the material may have violated a third party's intellectual property rights, Oracle may choose to either modify the material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, then Oracle may, upon 30 days notice to you terminate your right to receive indemnification for your further use of the materials specified; and refund any prepaid Enterprise Linux support fees you have paid for the covered programs. Notwithstanding the above, Oracle will not defend or indemnify you in connection with claims, damages, liabilities, costs or expenses arising out of, or caused by, or related to: (a) your distribution of the material; (b) your alteration of the material; (c) your use of a version of the material which has been superceded, if the infringement claim could have been avoided by using the current version of the material; (d) your use of the material outside the scope of use identified in the user documentation or the Oracle Linux Support Policies; (e) your use of the material when you were not a subscriber to Oracle Linux support services; (f) any information, design, specification,*

instruction, software, data, or material not furnished by Oracle (g) the combination of any material with any products or services not provided by Oracle; (h) your claim, lawsuit, or action against a third party. This section provides your exclusive remedy for any infringement claims or damages, liabilities, costs or expenses.

2. Oracle's indemnification is not limited to the amount of money a customer has paid Oracle for Linux support.

Oracle's Linux support contract does not limit the assistance that we will provide to reimbursement up to the amount of money a customer has paid for Linux support. For claims covered under the contract, Oracle will defend customers against the claim and indemnify them from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle.

3. Oracle's indemnification covers all levels of Linux support.

This indemnification is offered for all Oracle-supported Linux users, and is included with Network, Basic, and Premier Linux support.

4. Indemnification also applies to backports provided by Oracle as part of Oracle's Premier Support.

Backports provided by Oracle are covered under the indemnification section of the contract.

5. Oracle's Linux indemnification does not require customers to indemnify Oracle.

Oracle requires users to do the following in order to claim Linux indemnification offered by Oracle:

- Notify Oracle promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- Give Oracle sole control of the defense and any settlement negotiations; and
- Give Oracle the information, authority, and assistance it needs to defend against or settle the claim. With Oracle's offer of indemnification, users can now deploy Linux without hesitation. Oracle's indemnification offer makes Linux an even more attractive choice for enterprise deployments.

NOTE: NO CONTRACTUAL OBLIGATIONS ARE FORMED EITHER DIRECTLY OR INDIRECTLY BY THIS DOCUMENT.