

FULL USE PUN Request Form

OM Number (Please contact the Partner to get OM Number for the order)	123456
End User Company Name and Address	Name: ** Company Limited (Company Full Name) Address: No.**Road**Dist.**
End User Contact Name and Contact Information (telephone #, fax & email)	Mark Chen 010-12345678 markchen@abc.com
Partner Company Name and Address	Name : ** Company Limited (Company Full Name) Address : No.**Road**Dist.**
Partner Contact Name and Contact Information (telephone #, fax & email)	Jack Wang 010-12345678 jackwang@cde.com
License Name	Oracle Database Enterprise Edition
License Metrics/ Quantity	Processor Perpetual * 20
Technical Support Period	One Year
Signing Date and Name of the End User Contract	***** (Agreement Name) dd/mm/yyyy
End User Project Name & Project Number	N/A
Others	N/A

Note: we will directly send the PUN to the End User Address as you provided above.

We acknowledge and agree that the Oracle programs are licensed subject to, and the access and use of which shall be governed by the terms and conditions of the Oracle Master Agreement and relevant Schedule(s) you accepted online or signed in hardcopy, as outlined on the reverse side or next page (as the case may be) of this request form.

Company Name (Chop): **Co. Ltd. (With Company Chop)

Authorized Signature: Mark Chen

Title: Staff

Date: dd/mm/yyyy

Rights and Requirements of Oracle Program Licenses

It is the responsibility of Oracle's authorized distribution Partner specified in this Program Use Notification ("PUN") to ensure that any distribution of Oracle programs and/or services to an end user, including you as the identified Customer in this PUN (the "end user"), is subject to a legally binding end user license agreement incorporating the requirements below at a minimum.

- (1) Limit the use of the programs that are subject to the end user license agreement to the legal entity that executed the end user license agreement.
- (2) Restrict the use of the programs to the internal business operations of the end user subject to the terms of the end user license agreement, including the license definitions and rules set forth in the program documentation, and the Partner Ordering Policy. The Partner may allow the end user to permit agents or contractors (including, without limitation, outsourcers) to use the programs on the end user's behalf for the purposes set forth in the end user license agreement, subject to the terms of such agreement, provided that such end user is responsible for the agent's, contractor's and outsourcer's compliance with the end user license agreement in such use. For programs that are specifically designed to allow the end user's customers and suppliers to interact with the end user in the furtherance of the end user's internal business operations, such use may be allowed under the end user license agreement. Oracle's license definitions and rules are subject to change.
- (3) Define ancillary programs as those third party materials specified in the program documentation which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.
- (4) State that Oracle or its licensor retains all ownership and intellectual property rights to the programs.
- (5) State that third party technology may be appropriate or necessary for use with some Oracle programs. Oracle may provide certain notices to the end user in program documentation, "readme" files, notice files or the installation details in connection with such third party technology. Third party technology will be licensed to the end user either under the terms of the end user license agreement, or if specified in the program documentation, "readme" files, notice files or the installation details, under separate license terms ("separate terms") and not under the terms of the end user license agreement ("separately licensed third party technology"). The end user's rights to use such separately licensed third party technology under the separate terms are not restricted in any way by the end user license agreement.
- (6) Prohibit the end user from assigning, giving, or transferring the 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 programs and/or any services, the secured party has no right to use or transfer the programs and/or any services). If the end user decides to finance its acquisition of the programs and/or any services, the end user must follow Oracle's policies regarding financing which are available at <http://oracle.com/contracts>.
- (7) Prohibit (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) the end user from 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.
- (8) Prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar material produced by programs) and prohibit duplication of the programs except for a sufficient number of copies of each program for the end user's licensed use and one copy of each program media.
- (9) Restrict use of any additional programs that Oracle may include with the programs ordered for trial, non-production purposes only. The end user may not use such additional programs included with an order to provide training or attend training provided by the Partner or a third party on the content and/or functionality of the programs. The end user has 30 days from the delivery date to evaluate the additional programs, subject to the terms of the end user license agreement. If the end user decides to use any additional programs after the 30 day trial period, the end user must obtain a license for such programs from the Partner. If the end user decides not to obtain a license for the additional programs after the 30 day trial period, the end user will cease using and will delete any such programs from the end user's computer systems. Additional programs included with an order are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.
- (10) Inform the end user that technical support, if ordered from Oracle, is provided under Oracle's technical support policies in effect at the time the services are provided and that Oracle's technical support policies can be accessed at <http://oracle.com/contracts>. Require the end user to acknowledge that Oracle's technical support policies are incorporated into the end user license agreement by reference. Inform the end user that if it decides not to purchase technical support at the time of the license then the end user will be required to pay reinstatement fees to Oracle in accordance with Oracle's current technical support policies if the end user decides to purchase support at a later date.
- (11) Inform the end user that any third party firms retained by the end user to provide computer consulting services are independent of Oracle and are not Oracle's agents and that Oracle is not liable for nor bound by any acts of any such third party firm.
- (12) Inform the end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.
- (13) Disclaim, to the extent permitted by applicable law, Oracle's 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 programs.
- (14) Require the end user at the termination of the agreement, to discontinue use and destroy or return to the Partner all copies of the programs and documentation.
- (15) Prohibit publication of any results of benchmark tests run on the programs.
- (16) Require the end user to comply fully with all relevant export laws and regulations of the United States and the Republic of China and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- (17) Not require Oracle to perform any obligations or incur any liability not previously agreed to between the Partner and Oracle.
- (18) Permit the Partner to audit the end user's use of the programs, require the end user to provide reasonable assistance and access to information in the course of such audit and permit the Partner to report the audit results to Oracle or to assign the Partner's right to audit the end user's use of the programs to Oracle. Where the Partner assigns its right to audit to Oracle then Oracle shall not be responsible for any of the Partner's or the end user's costs incurred in cooperating with the audit.
- (19) Require the end user to agree that the end user has not relied on the future availability of any programs or updates in entering into the end user license agreement; however, (a) if the end user orders technical support from Oracle for the programs, the preceding sentence does not relieve Oracle of its obligation to provide updates under such order, if-and-when available, in accordance with Oracle's then current technical support policies, and (b) the preceding sentence does not change the rights granted to the end user for any program licensed under the end user license agreement, per the terms of such end user license agreement.
- (20) Designate Oracle as a third party beneficiary of the end user license agreement.