

Oracle Take Back and Recycling Transfer of Title Terms and Conditions

PLEASE READ ALL OF THE FOLLOWING TERMS CAREFULLY. THIS DOCUMENT IS A LEGAL AGREEMENT STATING THE TERMS AND CONDITIONS THAT GOVERN THE RETURNED PRODUCT(S). YOU HAVE THE AUTHORITY TO BIND SUCH LEGAL ENTITY TO THESE TERMS AND CONDITIONS ("TERMS"). BY CLICKING "ACCEPT" IN THE ORACLE RETURNS MANAGEMENT SYSTEM (ORMS) TOOL (OR THE EQUIVALENT) YOU ARE AGREEING TO ALL OF THE TERMS AND CONDITIONS STATED HEREIN. IF YOU DO NOT AGREE OR ARE NOT AUTHORIZED TO ACCEPT THESE TERMS ON BEHALF OF YOUR COMPANY, DO NOT CLICK "ACCEPT" (OR EQUIVALENT).

These Transfer of Title terms apply to any hardware product returned to Oracle and any and all related software ("Returned Product(s)") through Oracle's E-Waste Program ("E-Waste"), Used Electronic Equipment Program ("Used EE"), or Oracle's System Return Credit Program ("SRC") (or equivalent programs), and any associated services described below ("Services") performed by Oracle.

1. DEFINITIONS

1.1 "**You**" and "**Your**" refers to the individual or legal entity that has clear and merchantable title to and/or the right to Transfer the Oracle branded hardware back to Oracle.

1.2 "**E-Waste**" refers to disposing of retired and decommissioned Oracle-branded hardware intended for recycling.

1.3 "**Used-EE**" refers to potential reuse of Your retired and decommissioned Oracle-branded hardware.

1.4 "**SRC**" refers to an Oracle program where financial credit may be available for customers returning retired or decommissioned Oracle-branded hardware products and moving to Oracle Cloud or next generation of Oracle hardware.

2. SCOPE

You may request that Oracle pick up and dispose of Returned Product(s), in which case You are responsible to de-install, pack according to Oracle specifications, and stage the product for pick up. Oracle's packaging specifications and information on how to submit a pick up request is found at the following link: <https://www.oracle.com/it-infrastructure/take-back-and-recycling>.

Alternatively, You may request that Oracle perform de-install or other on-site Services for Returned Product(s) by contacting Your service account representative or submitting a request through My Oracle Support. Fees may apply for these Services. The Transfer of Title terms set forth below apply to all Returned Product(s), and where applicable, additional terms may apply through the Used EE or SRC programs.

3. FOR ALL RETURNED PRODUCTS:

A. Customer

- i. You warrant that You have clear and merchantable title to and license rights to use and transfer the Returned Product(s). You transfer all ownership, rights, title, and interest in the hardware and associated software licenses in the Returned Product(s) to Oracle upon pick-up of the Returned Product(s) by Oracle or Oracle's logistics provider, free and clear of any liens and encumbrances ("Transfer"). You must be present at the designated pick-up time to direct Oracle or Oracle's logistics provider to the Returned Product(s).
- ii. You are responsible to make a back-up or archival copy of:
 - all data and all software contained on all Returned Product(s) for which You are entitled to retain a back-up or archival copy, and
 - all data and software on any systems or equipment that may be impacted by the Returned Product(s).
- iii. You are responsible to erase all data on Returned Product(s), such as hard disk drives and solid state drives ("drives") prior to pick up by Oracle. You must not leave any kind of removable media (e.g., tape) in a drive that is being returned;

if You need assistance with removal of media from a drive, You shall contact an Oracle service manager in advance of the scheduled pickup time.

- iv. You warrant, at the time of return, that the Returned Product(s) is/are generally in working condition and there are no hazardous or counterfeit, materials introduced after the original delivery of the product(s) to You that make the Returned Product(s) unsuitable for lawful use, recycling, or other disposition by Oracle.
- v. You will remain solely liable for any costs, expenses, fees, duties, charges and any other obligations or liabilities for:
 - a. the Returned Product(s) prior to the Transfer; and
 - b. any Returned Product(s) that You did not have clear and merchantable title to and/or the right to Transfer to Oracle

B. Oracle

- i. Oracle will pick up, transport, and recycle or otherwise dispose of Returned Product(s) in compliance with applicable law, and Oracle will be responsible for any associated fees.
- ii. Oracle will erase data in accordance with NIST 800-88 guidelines before reuse at Oracle's site. Any Returned Product(s) not targeted for reuse will be destroyed and recycled. For an explanation of Oracle's recycling process see: <https://www.oracle.com/it-infrastructure/take-back-and-recycling>
- iii. It may not be possible for Oracle to identify and return Returned Product(s) shipped or made available for pickup in error (e.g., wrong product, additional product) by You. Oracle is not responsible for any costs of returning or re-installing Returned Product(s).

4. ORACLE TAKE BACK PROGRAM

Oracle may not offer its E-Waste, Used EE, or SRC Programs (or equivalent programs or services) in every country or for all hardware products. Oracle may, in its discretion, decline specific requests for Returned Product(s), where, for example, the products are damaged or contain hazardous or counterfeit materials introduced after original delivery of the Returned Product(s) that prevent lawful use, recycling or other disposition. Oracle reserves the right to change or modify these terms and conditions at any time.

Except for any applicable credits under the SRC Program, all Product Returns are at no cost to Customer.

5. EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Returned Product. Where applicable, if You were the Importer of Record for the original Product(s), You will also be the Exporter of Record for the Returned Product(s), and You agree to obtain any applicable export licenses. You agree that such export laws govern Your use of the programs (including technical data), hardware (including any integrated software and operating system(s)) and any Services deliverables provided under these Terms, and You agree to comply with all such export laws and regulations (including "deemed export" and "deemed re-export" regulations). You agree that no data, information, program, hardware (including any integrated software and operating system(s)) and/or materials resulting from Services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws including, without limitation, nuclear, chemical, or biological weapons proliferation, or development of missile technology. You shall include the following notice on commercial invoices involved in the transfer, export or re-export of the programs and hardware (including any integrated software and operating systems(s)): "THESE ITEMS ARE CONTROLLED BY THE U.S. GOVERNMENT AND AUTHORIZED FOR EXPORT ONLY TO THE COUNTRY OF ULTIMATE DESTINATION FOR USE BY THE ULTIMATE CONSIGNEE OR END USER(S) HEREIN IDENTIFIED. THEY MAY NOT BE RESOLD, TRANSFERRED, OR OTHERWISE DISPOSED OF, TO ANY OTHER COUNTRY OR TO ANY PERSON OTHER THAN THE AUTHORIZED ULTIMATE CONSIGNEE OR END-USER(S), EITHER IN THEIR ORIGINAL FORM OR AFTER BEING INCORPORATED INTO OTHER ITEMS, WITHOUT FIRST OBTAINING APPROVAL FROM THE U.S. GOVERNMENT OR AS OTHERWISE AUTHORIZED BY U.S. LAWS AND REGULATIONS."

6. NONDISCLOSURE

These terms and conditions are confidential. Neither Oracle nor You may disclose the existence or terms of, or activities contemplated under, these Terms, without the other party's prior written consent. Any personal information provided under these Terms shall be considered Confidential Information and may be accessed, transferred, and stored globally. Each party is responsible for providing any notices and obtaining any consents associated with its disclosure, and the other party's use, storage, and transfer, of such information, and such notices and consents must sufficiently inform data subjects of the purposes for which personal information is collected. The parties agree not to disclose government issued identification numbers or any health, financial, payment card, or any other sensitive personal information unless it has first been de-identified in accordance with all legal, regulatory and industry standards applicable to such information. The parties shall each comply with privacy and data protection laws directly applicable to their respective use of each other's personal information.

7. LIMITATION OF LIABILITY

TO THE EXTENT ALLOWED BY LAW, ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES ARISING OUT OF OR RELATED TO THESE TERMS, INCLUDING BUT NOT LIMITED TO THE RETURNED PRODUCT(S) AND/OR ANY TRANSPORT OR OTHER SERVICES, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE MARKET VALUE OF THE RETURNED PRODUCT(S). NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OR ANY LOSS OF PROFITS, REVENUE, DATA OR DATA USE.