



ORACLE LICENSE AND SERVICES AGREEMENT

This license and services agreement (“agreement”) includes the terms set out below and the order you previously completed. Your order is not effective until accepted by Oracle. If accepted, Oracle will notify you and this notice will include a copy of your agreement.

Definitions

“You” and “your” refers to the individual or entity that has ordered Oracle programs and/or services from Oracle Hellas S.A. (“Oracle”) or an authorized distributor. The term “programs” refers to the Oracle software products which you have ordered, program documentation, and any program updates acquired through technical support. The term “services” refers to technical support (excluding any program updates acquired through technical support), education, online, consulting or other services, which you have ordered.

Rights Granted

Upon Oracle’s acceptance of your order, you have the limited right to use the programs and receive any services you ordered solely for your business operations and subject to the terms of this agreement, including the definitions and rules set forth in the order and the program documentation. You may allow your agents and contractors to use the programs for this purpose, subject to the terms of this agreement. Program documentation is either shipped with the programs, or you may access the documentation online at <http://docs.oracle.com>. If ordered, annual technical support is provided under Oracle’s technical support policies, which are subject to change and may contain additional terms. You may access the current version of the technical support policies at <http://oracle.com/support/index.html?policies.html>. Services are provided based on Oracle’s policies for the applicable services ordered and those policies are subject to change and may contain additional terms. Upon Oracle’s acceptance, you have the limited right to use the materials resulting from the consulting services you ordered solely for your business operations and subject to the terms of this agreement. You may access the current version of the consulting services policies at <http://oracle.com/consulting/policies/index.html?content.html>.

The services provided under this agreement may be related to your license to use programs owned or distributed by Oracle which are acquired by you under a separate order. The agreement referenced in the applicable order shall govern your use of such programs. Any services acquired from Oracle are bid separately from such program licenses, and you may acquire either services or such program licenses without acquiring the other.

Ownership and Restrictions

Oracle retains all ownership and intellectual property rights to the programs and materials resulting from the services. You may make a sufficient number of copies of each program for your licensed use and one copy of each program media; you must obtain Oracle’s prior written approval to make additional copies.

You may not:

- remove or modify any program markings or any notice of Oracle’s proprietary rights;
- make the programs or materials resulting from the services 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 you have acquired);
- use the programs to provide third party training on the content and/or functionality of the programs, except for training your licensed users;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs; or
- disclose results of any program benchmark tests without Oracle’s prior written consent.

Warranties, Disclaimers and Exclusive Remedies

Oracle warrants that programs will substantially operate as described in the applicable program documentation for one year after Oracle delivers them to you. Oracle also warrants that services ordered will be provided in a manner consistent with industry standards, and this warranty is valid for a period of 90 days from performance of the service.

ORACLE DOES NOT GUARANTEE THAT THE PROGRAMS WILL PERFORM ERROR-FREE OR UNINTERRUPTED OR THAT ORACLE WILL CORRECT ALL PROGRAM ERRORS. TO THE EXTENT PERMITTED BY LAW, THESE

WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY AND FITNESS FOR A PARTICULAR PURPOSE.

FOR ANY BREACH OF THE WARRANTIES, YOUR EXCLUSIVE REMEDY, AND ORACLE'S ENTIRE LIABILITY, SHALL BE: (A) THE CORRECTION OF PROGRAM ERRORS THAT CAUSE BREACH OF THE WARRANTY, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END YOUR PROGRAM LICENSE AND RECOVER THE FEES PAID TO ORACLE FOR THE PROGRAM LICENSE AND ANY UNUSED, PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE PROGRAM LICENSE; OR (B) THE REPERFORMANCE OF THE SERVICES, OR IF ORACLE CANNOT SUBSTANTIALLY CORRECT A BREACH IN A COMMERCIALY REASONABLE MANNER, YOU MAY END THE RELEVANT SERVICES AND RECOVER THE FEES PAID TO ORACLE FOR THE RELEVANT SERVICES.

Trial Programs

You may order trial programs, or Oracle may include additional programs with your order which you may use for trial, non-production purposes only. You have 30 days from the delivery date to evaluate these programs. If you decide to use any of these programs after the 30 day trial period, you must obtain a license for each program from Oracle. If you decide not to obtain a license for any program after the 30 day trial period, you will cease using and will delete the applicable programs from your computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or offer any warranties for these programs.

Indemnification

If someone makes a claim against you or Oracle ("Recipient") that any information, design, specification, instruction, software, data, or material ("Material") furnished by the providing party ("Provider") and used by the Recipient infringes their intellectual property rights, the Provider will indemnify the Recipient if the Recipient does the following:

- notifies the Provider promptly in writing, not later than 30 days after the Recipient receives notice of the claim, or sooner if required by applicable law;
- gives the Provider sole control of the defense and any settlement negotiations; and
- gives the Provider the information, authority, and assistance the Provider needs to defend against or settle the claim.

If the Provider believes that any of the Material may have violated someone else's intellectual property rights, the Provider may choose to either modify the Material to be non-infringing or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, the Provider may end the license for the applicable Material and refund any fees the Recipient may have paid for it. If you are the Provider and such return materially affects Oracle's ability to meet its obligations under the relevant order, then Oracle may, at its option and upon 30 days prior written notice, terminate the order and you will pay Oracle for the services and related expenses rendered through the date of termination on a time and materials or percent of completion basis as applicable. The Provider will not indemnify the Recipient if the Recipient alters the Material outside the scope of use identified in the Provider's user documentation or if the Recipient uses a version of the Materials which has been superseded, if the infringement claim could have been avoided by using an unaltered current version of the Material. The Provider will not indemnify the Recipient to the extent that an infringement claim is based upon any information, design, specification, instruction, software, data, or material not furnished by the Provider. You will indemnify Oracle to the extent that an infringement claim is based upon the combination of programs with any products or services not provided by Oracle. This section provides the parties' exclusive remedy for any infringement claims or damages.

Technical Support

For purposes of the ordering document, technical support consists of Software Updates, Product Support and/or other annual technical support services you may have ordered. If ordered, annual technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in this agreement, are subject to change and may contain additional terms, and you should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at <http://oracle.com/support/index.html?policies.html>. Technical support acquired with your order may be renewed annually and for the initial two renewal years the technical support fee will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the technical support fee for the first renewal year will be the price quoted to you by your partner; the technical support fee for the second renewal year will not increase by more than 4%

over the prior year's fees. If you desupport a subset of licenses in a license set, you may be required to terminate those licenses. Any cancellation of support may result in the re-pricing of support for your remaining licenses.

Oracle reserves the right to desupport its programs. You will be notified in advance when a program is being desupported. Such desupport notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle will provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

GENERAL

End of Agreement

If you breach the terms of this agreement and fail to correct the breach within 30 days after Oracle notifies you in writing, Oracle may end this agreement and your use of programs and/or services ordered. If Oracle ends this agreement as specified in the preceding sentence, you must pay within 30 days all amounts which have accrued prior to the end of this agreement, as well as all sums remaining unpaid for programs ordered and/or services received under this agreement. You agree that if you are in default under this agreement, you may not use those programs and/or services ordered. You further agree that if you have used an OFD agreement to pay for the fees due under an order and you are in default under the OFD agreement related to that order, you may not use the programs and/or services ordered.

Fees and Taxes

All fees payable to Oracle are due within 30 days from the invoice date, and you also agree to pay any sales, value-added or other similar taxes imposed by applicable law which Oracle must pay based on the programs or services you ordered. Fees listed in this agreement are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by Oracle in addition to its stated fees and shall be shown separately on the relevant invoice.

Nondisclosure

By virtue of this agreement, the parties may have access to information that is confidential to one another ("confidential information"). Confidential information shall be limited to the terms and pricing under this agreement, and all information clearly identified as confidential.

A party's confidential information shall not include information that: (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party by a third party without restriction on the disclosure; or (d) is independently developed by the other party.

The parties agree to hold each other's confidential information in confidence for a period of three years from the date of disclosure. The parties agree, unless required by law, not to make each other's confidential information available in any form to any third party for any purpose other than the implementation of this agreement. Each party agrees to take all reasonable steps to ensure that confidential information is not disclosed or distributed by its employees or agents in violation of the terms of this agreement. Nothing shall prevent either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with this agreement.

Entire Agreement

You agree that this agreement and the information which is expressly incorporated into this agreement (including reference to information contained in a URL), together with the applicable order, are the complete agreement for the programs and services ordered by you, and this agreement supersedes all prior or contemporaneous agreements or representations regarding such programs and/or services. Nothing in this agreement excludes or limits Oracle's liability for deceit or fraudulent misrepresentation. If any term of this agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. It is expressly agreed that the terms of this agreement and any Oracle ordering document shall supersede the terms in any purchase order or other non-Oracle ordering document and no terms included in any such purchase order or other non-Oracle ordering document shall apply to the programs and/or services ordered. This agreement may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through the Oracle Store by authorized representatives of you and of Oracle and any notice required under this agreement shall be provided to the other party in writing.

Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR ANY LOSS OF PROFITS, REVENUE, DATA, OR DATA USE. ORACLE'S MAXIMUM LIABILITY FOR ANY DAMAGES UNDER THIS AGREEMENT AND YOUR ORDER, WHETHER IN CONTRACT OR TORT, SHALL BE LIMITED TO THE FEES YOU PAID ORACLE FOR THE DEFICIENT PROGRAM OR SERVICE UNDER THIS AGREEMENT AS SPECIFIED IN YOUR ORDER. IN NO EVENT SHALL ORACLE'S LIABILITY ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE TOTAL VALUE OF YOUR ORDER.

Export

You agree that U.S. export control laws and other applicable export and import laws govern your use of the programs, including technical data; additional information can be found on Oracle's Global Trade Compliance web site located at <http://www.oracle.com/products/export/index.html?content.html>. You agree that neither the programs nor any 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.

Other

This agreement is governed by the substantive and procedural laws of Greece and you and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in Athens in any dispute arising out of or relating to this agreement.

If you have a dispute with Oracle or if you wish to provide a notice under the Indemnification section of this agreement, or if you become subject to insolvency proceedings, you will promptly send written notice to: Oracle Hellas S.A., 265 Messogion Av., 154 51- N.Psychiko, Legal Department.

You may not assign this agreement or give or transfer the programs and/or any services ordered or an interest in them to another individual or entity. If you grant 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, and if you decide to lease or finance your acquisition of the programs and/or any services, you will follow Oracle's policies regarding financing and leasing which are at <http://www.oracle.com/services/financing/index.html?Financing.html>

Except for actions for nonpayment or breach of Oracle's proprietary rights in the programs, no action, regardless of form, arising out of or relating to this agreement may be brought by either party more than two years after the cause of action has accrued.

Upon 45 days written notice, Oracle may audit your use of the programs. You agree to cooperate with Oracle's audit and provide reasonable assistance and access to information. You agree to pay within 30 days of written notification any underpaid fees. If you do not pay, Oracle can end your technical support, licenses and this agreement.

License Definitions and Rules

To fully understand your license grant, you need to review the definition for the licensing metric and term designation as well as the licensing rules which are listed below.