

“You and “your” refers to the entity that is placing this order and has entered into the applicable distribution agreement with Oracle and any applicable addendum thereto (“the Oracle distribution agreement”). All other definitions used in the applicable Oracle distribution agreement will have the same meaning under these terms and conditions, unless expressly stated otherwise.

Each order placed by you must be complete and shall be subject to the terms of the Oracle distribution agreement and the terms of Oracle’s Partner Ordering Policy in effect at the time an order is submitted to Oracle. The Partner Ordering Policy is subject to change at Oracle’s discretion. You may access the current version of the Partner Ordering Policy at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You should review the Partner Ordering Policy prior to placing an order via this ordering system. Oracle will review each order placed by you to verify that it complies with Oracle’s Partner Ordering Policy and will only notify you if there is an irregularity.

The terms and conditions below apply to this order that you are submitting via this ordering system and must be communicated to the end user that submitted the related order to you.

1. Terms for Programs, Software Updates License and Support and Priority Service for Enterprise Linux and Oracle VM

License Definitions and Rules – The specific license definitions and rules which apply to the programs being ordered by your end user must be communicated to the end user as part of the ordering document between you and the end user. The License Definitions and Rules are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

Commencement Date – All program licenses and the period of performance for all services are effective upon shipment of tangible media or upon the effective date of this order if shipment of tangible media is not required.

Territory – When placing orders for the end user, the program licenses and services are for use by your end user in the applicable country/region where the end user is located, unless otherwise specified.

Delivery and Installation – Please be advised, electronic download may not be available in yours or the end user’s country, or for certain programs. If the programs are available for electronic download, and the end user has elected to receive the programs via electronic download, Oracle has made the programs listed in this order available to you or the end user for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. If the order is for Oracle 1-Click Ordering Programs then Oracle has made the programs available to the end user for electronic download at <http://edelivery.oracle.com/oracleoneclickordering>. Through the Internet URLs, you, the partner (if applicable) or the end user can access and electronically download the current production release as of the effective date of this order the software and related program documentation for each program listed in this order. Note however that only the end user may download Oracle 1-Click Ordering Programs. Provided that the end user has continuously maintained technical support for the programs listed in this order, the end user may continue to download the software and related program documentation for the programs listed in this order. Please be advised that not all programs are available on all hardware/operating system combinations. For current program availability, please check the electronic delivery web sites specified below. For any media pack(s) ordered, Oracle will deliver the tangible media on the particular hardware/operating system combination(s) listed in this order to the address specified by you above. Each media pack consists of 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program included in the media pack. You agree to pay applicable media and shipping charges. The applicable shipping terms for the delivery of tangible media are: FCA Dublin, Ireland (Incoterms 2010). You, the partner (if applicable) and the end user acknowledge that Oracle’s delivery obligation under this order is met by the provision of the

electronic delivery web site URLs. In the event that the Oracle 1-Click Ordering Programs are shipped to you then you may only forward the unopened Oracle 1-Click Ordering Programs to the end user exactly as you received them and you may not open the shipped programs. You, the partner (if applicable) and the end user shall be responsible for installation of the software.

If the end user has previously taken delivery of the programs then Oracle has no delivery obligation under this order. You, the partner (if applicable) and the end user acknowledge that Oracle has delivered to your location or the end user's location 1 copy of the software media and 1 set of program documentation (in the form generally available) for each program listed in this order. You, the partner (if applicable) and the end user shall be responsible for installation of the software.

Fees, Invoicing and Payment Obligations - All fees due under this order shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement. License and services fees are invoiced as of the commencement date. Service fees are invoiced in advance of the service to be performed, and technical support fees are invoiced annually in advance. Technical support acquired to distribute to the end user under this ordering document shall be for a period of twelve (12) months. In addition to the fees listed above, Oracle will invoice you for any applicable shipping charges or applicable taxes. In entering into payment obligations under this order, you agree and acknowledge that you, the partner (if applicable), and the end user have not relied upon the future availability of any program or updates. However, (a) if you order technical support for the programs licensed under this order, the preceding sentence does not relieve Oracle of its obligation to provide such technical support to the end user under this 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 you for any programs under this order per the terms of this order and the applicable Oracle distribution agreement. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

Trial Licenses - Additional programs may be included with the end user's order which end user may use for trial, non-production purposes only. The end user may not use the trial programs to provide or attend third party training on the content and/or functionality of the programs. The end user shall have 30 days from the delivery date to evaluate these programs. If the end user decides to use any of these programs after the 30 day trial period, the end user must obtain a license for such programs from Oracle or an authorized distributor. If the end user decides not to obtain a license for any programs after the 30 day trial period, then the end user will cease using and will delete any such programs from their computer systems. Programs licensed for trial purposes are provided "as is" and Oracle does not provide technical support or any warranties of any kind for these programs.

Enterprise Linux and/or Oracle VM Services Term – If you are ordering Enterprise Linux and/or Oracle VM services then the product description shown in your cart identifies the duration of the Enterprise Linux and/or Oracle VM services which are being ordered and you agree to communicate the duration of the services to the end user as part of the ordering document between you and the end user.

Priority Service for Enterprise Linux and Oracle VM - If Priority Service for Enterprise Linux and Oracle VM is ordered, then such support services will be provided under the Enterprise Linux and Oracle VM support policies in effect at the time the services are provided. The Enterprise Linux and Oracle VM support policies are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for such support services have been paid. You and the end user should review the Enterprise Linux and Oracle VM support policies prior to entering into this ordering document. The current version of the Enterprise Linux and Oracle VM support policies may be accessed at <http://www.oracle.com/support/policies.html>.

2. Terms for Hardware and Hardware and Systems Support

Hardware - If you are ordering hardware, then your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the attached quote. The hardware or parts of it may be new or like new.

You acknowledge that to operate certain hardware the facility in which it is installed must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle in the applicable hardware documentation

Commencement Date - For the hardware, operating system and integrated software, the commencement date shall be the date the hardware is delivered. The period of performance for all related services is effective upon delivery of hardware or upon the effective date of this order if shipment of hardware is not required, unless otherwise stated in your Oracle distribution agreement.

Territory - The hardware shall be installed in the country that you specify as the delivery location on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in this order, unless specified otherwise in this order or otherwise agreed in writing by you and Oracle.

Pricing, Invoicing and Payment Options

a. Once placed, your order for the hardware shall be non-cancelable and the sums paid nonrefundable, except as provided in the agreement. You may change a hardware order prior to shipment subject to the then current change order fee as established by Oracle from time to time. The applicable change order fees and a description of allowed changes are defined in the Order and Delivery Policies, which may be accessed at <http://oracle.com/contracts>.

b. In entering into payment obligations under this order, you agree and acknowledge that you, the partner (if applicable) and the end user have not relied on the future availability of any hardware, program or updates. However, (a) if the end user orders technical support, the preceding sentence does not relieve Oracle of its obligation to provide such technical support under the agreement, 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 you under this ordering document and the agreement.

c. You understand that you may receive multiple invoices for the products and/or services you ordered.

d. Hardware fees are invoiced as of the commencement date for hardware.

e. Service fees are invoiced in advance of the service performance; specifically, technical support fees are invoiced annually in advance.

f. In addition to the prices shown on the order, Oracle will invoice you for any applicable freight charges or applicable taxes, and you will be responsible for such charges and taxes notwithstanding any express or implied provision in the "Incoterms" referenced in the Order and Delivery Policies. The Order and Delivery Policies may be accessed at <http://oracle.com/contracts>.

g. Invoices will be submitted to you pursuant to Oracle's Invoicing Standards Policy, which may be accessed at <http://oracle.com/contracts>.

Delivery, Installation and Acceptance of Hardware

- a. You and the end user are responsible for installation of the hardware unless you purchase installation services from Oracle with respect to such hardware.
- b. Oracle will deliver the hardware to the delivery address specified by you on your purchasing document or when your purchasing document does not indicate a ship to address, the location specified in this order. The applicable country specific hardware shipping terms can be located in the Order and Delivery Policies which may be accessed at <http://oracle.com/contracts>.
- c. Acceptance of the hardware occurs on delivery.
- d. Oracle may make and invoice you for partial deliveries.
- e. Oracle may make product substitutions and modifications that do not cause a material adverse effect in overall hardware performance.
- f. Oracle will use its reasonable commercial efforts to deliver the hardware within a timeframe that is consistent with Oracle's past practices regarding the amount and type of hardware that you have ordered.

Transfer of Title - Title to the hardware will transfer upon delivery.

3. Terms for Purchase of Hardware and Hardware Systems Support for Demonstration Purposes

Notwithstanding anything to the contrary in your Oracle distribution agreement or in section 2 above, you may place orders for hardware for your own use for demonstration purposes (as defined below) subject to the terms of section 2 above and the following terms. Any orders placed by you for hardware for your own use are not eligible for a rebate under the Oracle Incentive Program

1. Hardware Composition and Use

- a. Your hardware order consists of the following items: operating system (as defined in your configuration), integrated software and all hardware equipment (including components, options and spare parts) specified on the applicable order. For the purposes of this section 3.1.a. the term "hardware" is defined as the hardware equipment, including components, options and spare parts. The term "integrated software" is defined as software embedded in the hardware which is essential to hardware functionality (e.g., firmware).
- b. In consideration for the discount identified in the order, you agree that for six months from the commencement date defined in section 2 above (the "demonstration period") you will use the hardware only for demonstration purposes. For purposes of this section 3, the term "demonstration purposes" means to demonstrate the hardware functionality to Oracle resellers and potential end users. You agree to make the hardware available for demonstrations to Oracle resellers and end users during normal business hours. You agree that you will not ship the hardware outside of the territory, defined in section 2 above, during the demonstration period unless otherwise agreed in writing by you and Oracle. At the end of the demonstration period Oracle agrees that you may (1) continue to use the hardware for demonstration purposes subject to these order terms and your Oracle distribution agreement; (2) use the hardware for any purpose other than demonstration purposes subject to these order terms and the terms of your Oracle distribution agreement; or (3) resell the hardware to a third party provided you do not represent the hardware as new and subject to the terms in section 6 below.

- c. You have the right to use the operating system delivered with the hardware subject to the terms of the license agreement(s) delivered with the hardware and the terms set forth in section 3.1.b above. Current versions of the license agreements are located at <http://oracle.com/contracts>. You are licensed to use the operating system and any operating system updates acquired through technical support only as incorporated in, and as part of the hardware.
- d. You have the limited, non-exclusive, royalty free, non-assignable right to use integrated software delivered with the hardware subject to the terms in section 3.1.b. above and the applicable documentation. You are licensed to use such integrated software and any integrated software updates acquired through technical support only as incorporated in, and as part of the hardware.
- e. The operating system and/or integrated software may include separate works, identified in a readme, notice file or the applicable documentation, which are licensed under open source or similar license terms; your rights to use the operating system and integrated software under such terms are not restricted in any way by the agreement including this order. The appropriate terms associated with such separate works can be found in the readme files, notice files or documentation accompanying the operating system and integrated software.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code received by you as binaries on physical media, if you would like to receive a copy of the source code ("source code") on media via postal service, submit your written request at <http://oss.oracle.com/systems-opensourcecode>. Alternatively, you can mail your written request to Oracle Corporation, Attn: VP of Legal, Development and Engineering, 500 Oracle Parkway, MS-5OP10, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

- f. You may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy, or for program verification. You shall not remove any copyright notices or labels on the operating system or integrated software. You shall not decompile or reverse engineer the operating system or integrated software.
- g. You acknowledge that to operate certain hardware your facility must meet a minimum set of requirements as described in the hardware documentation. Such requirements may change from time to time, as communicated by Oracle to you in the applicable hardware documentation.

2. Use Restriction

The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility. Use of the hardware for these purposes is prohibited.

3. Warranty

- a. Oracle provides a limited warranty (“Oracle Hardware Warranty”) for (i) the hardware, (ii) the operating system and integrated software, and (iii) the operating system media and the integrated software media (collectively, “media”). Oracle warrants that the hardware will be free from, and using the operating system and integrated software will not cause in the hardware, material defects in materials and workmanship for one year from the date the hardware is delivered to you. Oracle warrants that the media will be free from material defects in materials and workmanship for a period of 90 days from the date the media is delivered to you. You may access a more detailed description of the Oracle Hardware Warranty at <http://www.oracle.com/us/support/policies/index.html> (“the warranty web page”). Any changes to the Oracle Hardware Warranty specified on the warranty web page will not apply to hardware or media ordered prior to such change. The Oracle Hardware Warranty applies only to hardware and media that have been (1) manufactured by or for Oracle, and (2) sold by Oracle (either directly or by an Oracle-authorized distributor). The hardware may be new or like new. The Oracle Hardware Warranty applies to hardware that is new and hardware that is like-new which has been remanufactured and certified for warranty by Oracle.
- b. **FOR ANY BREACH OF THE ABOVE WARRANTIES, YOUR EXCLUSIVE REMEDY AND ORACLE’S ENTIRE LIABILITY SHALL BE: (i) THE REPAIR OR, AT ORACLE’S OPTION AND EXPENSE, REPLACEMENT OF THE DEFECTIVE PRODUCT, OR (ii) IF SUCH REPAIR OR REPLACEMENT IS NOT REASONABLY ACHIEVABLE, THE REFUND OF THE FEES YOU PAID ORACLE FOR THE DEFECTIVE PRODUCT AND THE REFUND OF ANY UNUSED PREPAID TECHNICAL SUPPORT FEES YOU HAVE PAID FOR THE DEFECTIVE PRODUCT. TO THE EXTENT NOT PROHIBITED BY LAW, THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS WITH RESPECT TO THE ABOVE ITEMS, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- c. Replacement units for defective parts or components replaced under the Oracle Hardware Warranty may be new or like new quality. Such replacement units assume the warranty status of the hardware into which they are installed and have no separate or independent warranty of any kind. Title in all defective parts or components shall transfer back to Oracle upon removal from the hardware.
- d. **ORACLE DOES NOT WARRANT UNINTERRUPTED OR ERROR-FREE OPERATION OF THE HARDWARE, OPERATING SYSTEM, INTEGRATED SOFTWARE OR MEDIA.**
- e. No warranty will apply to any hardware, operating system, integrated software or media which has been:
 - (i) modified, altered or adapted without Oracle’s written consent (including modification or removal of the Oracle/Sun serial number tag on the hardware);
 - (ii) maltreated or used in a manner other than in accordance with the relevant documentation;
 - (iii) repaired by any third party in a manner which fails to meet Oracle’s quality standards;
 - (iv) improperly installed by any party other than Oracle or an authorized Oracle certified installation partner;
 - (v) used with equipment or software not covered by the Oracle Hardware Warranty, to the extent that the problems are attributable to such use;
 - (vi) relocated to the extent that problems are attributable to such relocation;

- (vii) used directly or indirectly in supporting activities prohibited by U.S. or other national export regulations;
- (viii) used by parties appearing on the most current U.S. export exclusion list;
- (ix) relocated to countries subject to U.S. trade embargo or restrictions;
- (x) used remotely to facilitate any activities in the countries referenced in (ix) above;
- or
- (xi) purchased from any entity other than Oracle or an Oracle authorized distributor.

- f. The Oracle Hardware Warranty does not apply to normal wear of the hardware or media. The Oracle Hardware Warranty is extended only to the original purchaser or original lessee of the hardware and may be void in the event that title to the hardware is transferred to a third party.

4. Oracle Hardware and Systems Support

If ordered, Oracle Hardware and Systems Support (including first year and all subsequent years) is provided under Oracle's Hardware and Systems Support Policies in effect at the time the services are provided. You agree to cooperate with Oracle and provide the access, resources, materials, personnel, information, and consents that Oracle may require in order to perform the services. The Oracle Hardware and Systems Support Policies, incorporated in this order, are subject to change at Oracle's discretion; however, Oracle will not materially reduce the level of services provided during the period for which fees for Oracle Hardware and Systems Support have been paid. You should review the policies prior to entering into this order. You may access the current version of the Oracle Hardware and Systems Support Policies at <http://www.oracle.com/us/support/policies/index.html>.

5. Transfer of Title

Title to the hardware will transfer upon delivery.

6. Resale of the Demonstration Hardware to a Third Party

In the event that you resell the hardware to a third party pursuant to section 3.1.b above within twelve months from the commencement date then you may transfer the warranty in section 3.3 above to the third party for the remainder of the warranty period. You may not transfer the operating system and integrated software licenses to a third party at any time. A third party must contact Oracle to obtain licenses for the operating system and integrated software and you agree to inform the third party in writing accordingly. If you installed the hardware at a location other than your business premises then you will be required to obtain Oracle's Premier Support Qualification Service prior to reselling the hardware to a third party.

Notwithstanding anything to the contrary in your Oracle distribution agreement, you may distribute first year Oracle Hardware Systems Support to a third party when you sell the hardware and you agree to pay technical support fees to Oracle in accordance with your Oracle distribution agreement. If the third party purchases Oracle technical support for the hardware from you, the third party must acquire Oracle's Premier Support Qualification Service for the hardware and Oracle agrees to waive any fees for the Premier Support Qualification Service provided the support is purchased at the same time as the hardware. Technical support if acquired by the third party will start on the date that the hardware is delivered to the third party.

7. Resale of the Demonstration Hardware to Oracle Resellers

If the Oracle distribution agreement defined above is a Value Added Distributor Agreement and Hardware Addendum between you and Oracle, then notwithstanding anything to the contrary in your Oracle distribution agreement and subject to the terms contained therein and these order terms, you may place orders for hardware for distribution to Oracle resellers for such Oracle reseller's own use only for demonstration purposes. It is your responsibility to ensure that any distribution of hardware to Oracle resellers for demonstration purposes is subject to the Partner Demonstration Hardware Terms between Oracle and the Oracle reseller. The order between you and the Oracle reseller shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the Partner Demonstration Hardware Terms. You must provide the signed Partner Demonstration Hardware Terms to Oracle when you submit your order.

4. Resale of Development Hardware to Oracle Resellers

If the Oracle distribution agreement defined above is a Value Added Distributor Agreement and Hardware Addendum between you and Oracle, then notwithstanding anything to the contrary in your Oracle distribution agreement and subject to the terms contained therein and these order terms, you may place orders for hardware for distribution to Oracle resellers for such Oracle reseller's own use only for development purposes. For purposes of this section 4, the term "development purposes" means to use the hardware for development, benchmarking, proof of concept and/or testing purposes. The hardware may not be used to run production systems or to process production data. It is your responsibility to ensure that any distribution of hardware to Oracle resellers for development purposes is subject to the Partner Development Hardware Terms between Oracle and the Oracle reseller. The order between you and the Oracle reseller shall expressly state that the applicable order is subject to and incorporates the terms and conditions of the Partner Development Hardware Terms. You must provide the signed Partner Development Hardware Terms to Oracle when you submit your order. Any orders placed by you for development hardware are not eligible for a rebate under the Oracle Incentive Program Addendum.

5. Terms for Cloud Services:

You may not reduce the quantity of services purchased hereunder for distribution to the end user (e.g., user or record counts, storage, etc.), in whole or in part, during the services period set forth in this order. The services period for the cloud services commences on the date stated in this order, or, if none is provided in the order, the day the end user login names and password are issued to the end user to access the cloud services under this order (the "Cloud Services Start Date").

Fees:

The cloud services payment frequency applies to all cloud services fees and taxes. All fees payable to Oracle are due within thirty (30) days from the invoice date. Once placed, your order is non-cancelable and the sums paid nonrefundable, except as otherwise provided herein or in the agreement. You will pay any sales, value-added or other similar taxes imposed applicable law that Oracle must pay based on the cloud services you ordered, except for taxes based on Oracle's income. Unless, specifically stated otherwise, fees for cloud services listed in an order are exclusive of taxes and expenses. Please note that if the pre-tax value of this order is **[USD 2,000]** or less, the products and cloud services listed on this order must be purchased by credit card. Purchase orders and checks are no longer accepted for transactions of this size.

Price Hold for Cloud Services:

During the services period, you may order additional quantities of the cloud services acquired under this order for distribution to the end user at the Unit Net Price specified in your order. This price hold does not apply to any renewals or extensions of your cloud services order, to cloud services ordered pursuant to a separate Oracle discount or promotion, or to any cloud services other than those listed in the initial purchase under this order.

Data Center Region

You shall notify the end user that the end user's services environment (as defined in the end user cloud services agreement) will reside in the data center region identified in this order.

6. General Terms

Source Code - Oracle may deliver source code as part of its standard delivery for particular programs, operating system or integrated software; all source code delivered by Oracle is subject to the terms of the license agreement and program documentation.

Segmentation - The purchase of (a) hardware and/or related hardware support, (b) programs and/or related technical support, or (c) other services are all separate offers and separate from any other order for (i) hardware and/or related hardware support, (ii) programs and/or related technical support, or (iii) other services you may receive or have received from Oracle. You understand that you may purchase (x) hardware and/or related hardware support, (y) programs and/or related technical support, or (z) other services independently of any other product or service. Your obligation to pay for (i) hardware and/or related hardware support is not contingent on performance of any other service or delivery of programs, (ii) programs and/or related technical support is not contingent on delivery of hardware or performance of any other service, or (iii) other services is not contingent on delivery of hardware, delivery of programs or performance of any additional/other service.

Ethical Business Practices – If you are submitting an order for distribution of Oracle programs, hardware and/or services to a public sector end user then the following terms apply.

- You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. You agree to accurately document all transactions related to the agreement and this order in your financial books, records, statements, and in reports or other documents provided to Oracle. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). The handling and disbursement of funds related to an Oracle transaction must be pursuant to a duly authorized Oracle written contract with clearly defined procedures. No undisclosed or unrecorded fund or asset related to any Oracle transaction may be established or maintained for any purpose. You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of the agreement without any liability incurred by Oracle to you. You will also indemnify and hold Oracle, Oracle Corporation, and subsidiaries, parents and affiliates harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this section shall survive the termination or expiration of the agreement.

End User Agreement - If you are submitting an order for distribution of Oracle programs, hardware and/or services to a public sector end user then the following terms apply.

- Notwithstanding anything to the contrary in the agreement, you agree to submit to Oracle a copy of the end user agreement related to this order and any ordering documents, purchase

agreements and other documents between you and the end user that together with the end user agreement form the complete end user contract related to this order.

The term “public sector end user” refers to any government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank.

Order of Precedence - In the event of any inconsistencies between the applicable Oracle distribution agreement and these terms and conditions, these terms and conditions shall take precedence. These terms and conditions will control over the terms contained in any partner purchase order or non-Oracle ordering document.

By clicking the Place Order button, we each agree that the applicable Oracle distribution agreement, these terms and conditions, and this order constitute the entire agreement between the parties with regard to the subject matter herein and as such, no other preprinted, non-negotiated or other terms and conditions shall apply. This order is placed subject to the terms of the applicable Oracle distribution agreement. If the Oracle distribution agreement is a Full Use Program Distribution Agreement, Full Use Distribution Agreement, or OEM Hardware Distribution Agreement then by placing this order, you confirm that this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle and that you have entered into a completed order with the end user that references and incorporates the terms of (1) a valid end user agreement executed by the end user identified above and/or (2) the Oracle Enterprise Linux and Oracle VM Services Agreement executed by the end user identified above. If the Oracle distribution agreement is a Value Added Distributor Agreement, then by placing this order, you confirm that that this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle and that you have entered into a completed order with the partner identified above that complies with the terms of the VAD agreement and the partner has entered into a completed order with the end user that references and incorporates the terms of (1) a valid end user agreement executed by the end user identified above and/or (2) the Oracle Enterprise Linux and Oracle VM Services Agreement executed by the end user identified above. If the Oracle distribution agreement is a Sun OEM agreement, then by placing this order, you are confirming that (1) this order is subject to the terms of the Sun OEM agreement; and (2) this order will not be materially changed in any manner that will affect Oracle after your submission of this order to Oracle.

The effective date of this order shall be the date that you submitted this order to Oracle.