

End User Terms for Oracle Software

These end user terms are entered into between Customer and IBM and relates to Customer's use of Oracle Software.

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1. Customer may use the Oracle Software only in connection with and on the services provided by IBM. Except as otherwise set forth in (14) below, Customer may not directly or indirectly assign, give, transfer, provide an interest in, or distribute Oracle Software to any third party, individual or entity and Customer may not permit any third party, individual or entity to have access to and/or use Oracle Software, provided that, Customer may allow Customer's agents or contractors (including, without limitation, outsourcers) to use Oracle Software on Customer's behalf for the purposes set forth herein, provided further, that Customer accepts responsibility for such agent's, contractor's and outsourcer's compliance with these terms.
2. Except as otherwise set forth in (14) below, Customer may only use Oracle Software for the internal business operations of Customer.
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8. Customer may not publish any results of benchmark tests run on Oracle Software.
9. Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither Oracle Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
10. Customer acknowledges and agrees IBM has informed Customer that Oracle Software is subject to a restricted license provided by Oracle to IBM and such software can only be used in conjunction with IBM's internet-based IT-infrastructure services.
11. Oracle is a third party beneficiary of this end user license agreement.
12. Oracle Software is excluded from the application of the Uniform Computer Information Transactions Act.
13. Customer acknowledges and agrees that where third party technology may be appropriate or necessary for use with some Oracle Software, such information is specified in the documentation provided by IBM or as otherwise provided by IBM and such third party technology is licensed to Customer only for use with IBM's internet based IT-infrastructure services under the terms of the third party license agreement specified in the documentation or as otherwise notified by IBM and not under the terms of this end user agreement.
14. Customer may create web and cloud-based services and/or software (collectively "Third Party Services") that make use of or incorporate Oracle Software and may use, sell or provide such Third Party Services to third parties for any lawful purpose, provided that (i) the Third Party Services add primary and significant functionality to Oracle Software and (ii) that Customer does not resell or redistribute Oracle Software on a standalone basis to any third parties.