

ORACLE ACADEMY INDIVIDUAL MEMBERSHIP AGREEMENT

This Oracle Academy Individual Membership Agreement (“Agreement”) is between Oracle America, Inc. (“Oracle”) and the individual that has executed or otherwise accepted and agreed to the terms of this Agreement for the delivery and use of the Benefits.

DEFINITIONS

- “Benefits” refers to the resources and services provided under this Agreement pursuant to the then-current Oracle Academy individual program description set forth at <https://academy.oracle.com/en/membership-benefits.html> and which may include learning resources, remote hosting, web-based applications or other Oracle services and may not be used for commercial purposes.
- “Academy Website” refers to the Oracle web site located at <https://academy.oracle.com>.

RESPONSIBILITIES

Oracle will provide the Benefits for use by You subject to the terms and conditions of this Agreement. Oracle may discontinue or revise the Benefits or adjust its responsibilities at its sole discretion upon posted notice.

You must meet any member responsibilities and minimum system requirements for installing and using Benefits that may be detailed at <https://academy.oracle.com/en/membership-benefits.html>. Oracle may adjust such responsibilities and requirements at its sole discretion with at least thirty (30) days notice to You.

RIGHTS GRANTED

Subject to the terms of this Agreement, You are granted a non-exclusive and non-transferable right and license to access and use the Benefits solely for non-commercial self-education purposes, teaching a non-commercial, educational, and not-for-profit class or for the performance of degree-related research purposes only as part of either a primary school, secondary school, diploma or degree-granting program to which the Benefits apply. You may not distribute any Benefits for use by any third party. If you participate in an Oracle Academy Institution program class as an instructor or a student, such participation shall be governed by terms set forth in a separate agreement with Oracle.

OWNERSHIP AND RESTRICTIONS

Oracle or its licensors retain all ownership and intellectual property rights to the Benefits. Oracle retains all ownership and intellectual property rights to anything developed by Oracle and delivered to You under this Agreement resulting from the Benefits.

RECORDS AND AUDITS

You will maintain books and records relating to Your use of the Benefits under this Agreement. Upon at least forty-five (45) days written notice, Oracle may audit Your use of the Benefits and other materials acquired by You under this Agreement. You agree to cooperate with any such audit and provide Oracle with reasonable assistance and access to information, at your own expense.

TERM AND TERMINATION

This Agreement shall be effective upon You executing it or otherwise accepting and agreeing to the terms of this Agreement and acceptance by Oracle and shall remain in effect for three (3) years, unless terminated as provided herein. All rights and/or licenses to the Benefits under this Agreement shall automatically terminate upon termination or expiration of this Agreement unless the term is renewed by written agreement of the parties.

Either party may terminate this Agreement for convenience at any time upon ninety (90) days written notice. Otherwise, if either party breaches a material term of this Agreement and fails to correct the breach within thirty (30) days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this Agreement.

Provisions that survive termination include those relating to warranty disclaimer, limitation of liability, and others, which by their nature are intended to survive. Upon termination or expiration of this Agreement, You will return or destroy all tangible Benefits provided to You under this Agreement.

WARRANTIES AND DISCLAIMERS

ORACLE PROVIDES THE BENEFITS “AS IS” WITHOUT WARRANTY. ORACLE DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES AND CONDITIONS OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. YOU SHALL NOT MAKE ANY WARRANTY ON ORACLE’S BEHALF.

You warrant and represent that Your acceptance of free Oracle Academy program membership and/or Benefits (i) will not influence public procurement or any public decision; and (ii) is permitted under Your applicable local laws, regulations and internal policies.

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 ARISING OUT OF OR RELATED TO THIS AGREEMENT OR YOUR ORDER, WHETHER IN CONTRACT OR TORT, OR OTHERWISE, SHALL BE LIMITED TO THE GREATER OF THE FEES YOU PAID ORACLE UNDER THIS AGREEMENT OR ONE THOUSAND U.S. DOLLARS (USD 1,000).

ORACLE LOGO AND TRADEMARKS

Oracle grants You a non-exclusive, non-transferable right and license to use, during the term of this Agreement, the Oracle Academy logo and eBadges. Your use of the Oracle Academy logo and eBadges shall strictly comply with the Oracle Academy Logo Guidelines set forth at https://academy.oracle.com/pages/academy_guidelines.pdf. You shall not use the Oracle Academy logo in a manner that misrepresents Your relationship with Oracle or is otherwise misleading, or that reflects negatively on Oracle. If Oracle, in its sole discretion, determines that Your use of the Oracle Academy logo is not in compliance with this Agreement, You shall promptly modify or discontinue Your use of the Oracle Academy logo as directed by Oracle. Oracle may change the Oracle Academy logo and Oracle Academy Logo Guidelines, and, upon reasonable notice from Oracle, You shall promptly modify Your use of the logo to conform to any such changed Oracle Academy logo or Oracle Academy Logo Guidelines. You acknowledge that You are granted no rights with respect to Oracle trademarks except as expressly set forth herein, and agree that any use of the Oracle Academy logo by You shall inure to the sole benefit of Oracle. You agree to provide reasonable assistance to Oracle in connection with the protection and prosecution of Oracle trademarks. You agree not to use Oracle trademarks or potentially confusing variations of Oracle trademarks (including “Ora”) as a part of any of Your trademarks, product names, service names, company name, or Internet addresses.

EXPORT

Export laws and regulations of the United States and any other relevant local export laws and regulations apply to the Benefits. You agree that such export control laws govern Your use of the Benefits and any deliverables provided under this Agreement, 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 or information resulting from Benefits (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.

PARTICIPATION AND PRIVACY

You agree that Oracle may publicize Your participation in the Oracle Academy. This includes, but is not limited to, details about Your participation. Further, Oracle may collect certain information from You in connection with Your registration for, and Oracle’s provision of, certain products and services. With respect to such collected information, Oracle will abide by the Oracle Privacy Policy, a current version of which is set forth at <http://www.oracle.com/privacy>.

ENTIRE AGREEMENT

You agree that this Agreement and the information which is incorporated into this Agreement by written reference (including reference to information contained in a URL or referenced policy) are the complete agreement for the Benefits, and that this Agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such Benefits. If any term of this Agreement is found to be invalid or unenforceable, the remaining

provisions will remain effective and such term shall be replaced with a term consistent with the purpose and intent of this Agreement. 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 by authorized representatives of You and of Oracle. Any notice required under this Agreement shall be provided to the other party in writing, except that Oracle may provide notice of changes to its Oracle Academy program offering, including changes to Benefits, by posting such information to Oracle Academy members at the Academy Website.

OTHER

Oracle is an independent contractor and the parties agree that no partnership, joint venture, or agency relationship exists between the parties. Neither party will represent that it has any authority to assume or create any obligation, express or implied, on behalf of the other party, nor to represent the other party as agent, employee, franchisee, or in any other capacity. The relationship between the parties is not exclusive.

This Agreement is governed by the substantive and procedural laws of the State of California and You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts in San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement.

If You have a dispute with Oracle or if You become subject to insolvency or other similar legal proceedings, You will promptly send written notice to: Oracle America, Inc., 500 Oracle Parkway Redwood Shores, CA 94065, Attention: General Counsel, Legal Department.

You may not assign this Agreement or give or transfer Benefits or an interest in them to another individual or entity.

Except for actions for nonpayment or breach of Oracle's proprietary rights, no action, regardless of form, arising out of or relating to this Agreement may be brought by either party more than two (2) years after the cause of action has accrued.

The Uniform Computer Information Transactions Act does not apply to this Agreement. You understand that Oracle's business partners are independent of Oracle and are not Oracle's agents. Oracle is not liable for nor bound by any acts of any such business partner, unless the business partner is providing services as an Oracle subcontractor under this Agreement.

Last updated 15 July 2015