

ORACLE ACADEMY INSTITUTION MEMBERSHIP AGREEMENT

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

DEFINITIONS

- “Academy Website” refers to the Oracle web site located at <https://academy.oracle.com>.
- “Benefits” refers to the Programs, Services, Training, and Materials provided under this Agreement pursuant to the then-current Oracle Academy institution program description set forth at <https://academy.oracle.com/en/membership-benefits.html>. Oracle may post updates to the Benefits and program description from time to time at its sole discretion.
- “Class” refers to an educational class that (i) You provide to Students in accordance with this Agreement; (ii) includes use of the Benefits; (iii) an Instructor teaches for the sole purpose of teaching Students as part of Your regular curriculum following Your standard class formats; and (iv) You provide for non-commercial, accredited classroom, educational, and not-for-profit class or degree-related research purposes only as part of either a primary, secondary school, diploma or degree-granting program.
- “Instructor” refers to an individual that You authorize to teach a Class and who meets the requirements in the section below entitled *Your Responsibilities*. Each Instructor shall create a faculty account via the Academy Website to identify themselves as authorized by You to instruct a Class and to obtain access to the applicable Benefits.
- “Instructor Materials” refers to the teaching materials provided by Oracle under this Agreement for Instructors to teach Classes.
- “Materials” refers to Student Materials and Instructor Materials, collectively.
- “Programs” refers to (a) Oracle software owned and made available to You for download by Oracle, (b) any product updates acquired through technical support, and (c) web-based applications that Oracle may host remotely for You to access and use in furtherance of this Agreement, including Oracle iLearning and Oracle Application Express or other web-based applications provided by Oracle at its sole discretion. The then-current Programs are identified in the Benefits.
- “Services” refers to services provided by Oracle to You as part of the Benefits, which may include Materials (as further defined above), Training, remote hosting services, technical support, or other Oracle services.
- “Student” refers to a student enrolled in a Class.
- “Student Materials” refers to the materials provided by Oracle under this Agreement for use by Students in conjunction with the applicable Class.
- “Training” refers to a remote or in-person training event delivered by Oracle or an authorized Oracle Academy partner to Your Instructors covering the use of the Programs, Benefits, and Materials.

ORACLE’S RESPONSIBILITIES

Oracle will provide the Benefits for use by Your Instructors and Students subject to the terms and conditions of this Agreement.

YOUR RESPONSIBILITIES

You must meet any member responsibilities and minimum system requirements for using any Benefits (including Programs) that may be detailed at the Program’s information page or 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. You agree you will be responsible for each Instructor’s and each Student’s compliance with this Agreement except as set forth in the section below entitled *Student License Agreement*.

RIGHTS GRANTED

Subject to the terms of this Agreement, You are granted a non-exclusive and non-transferable right and license to:

1. Access and use the Benefits, including receiving technical support services for the Programs, solely for the purpose of teaching a non-commercial and not-for-profit class at an accredited primary, secondary, diploma or degree-granting school; or for the purpose of performing degree-related research at an accredited primary, secondary, diploma or degree-granting school (such uses specifically excludes Your use for internal data processing or for production or commercial purposes);

2. Allow each Instructor to access and use the Benefits solely for the purposes set forth in subsection 1 above; and
3. Allow each Student in a Class to access and use the Benefits solely for the purpose or participating in a Class. Such authorized use is limited to the number of Students specified in the Instructor's registration confirmation.

Oracle may cancel or reschedule Training and discontinue or revise the Benefits or change the fee structure, if any, of the Benefits at any time at its sole discretion. In the event that Oracle makes certain cloud-based Benefits available to You, You agree to be bound by the terms and conditions applicable to such Benefits set forth at <https://academy.oracle.com/en/membership-benefits.html>. Your use of certain Benefits may require that You execute additional terms with Oracle.

DISTRIBUTION RESTRICTIONS

Subject to the terms of this Agreement, You may distribute electronic copies of Materials to:

1. Each Student in the Class for the sole purpose of taking that Class, and
2. The Instructor teaching the relevant Class for the sole purpose of conducting that Class.

Electronic distribution of Materials by You for the authorized purposes noted above is permitted unless otherwise noted within the Materials. You may download Materials directly from Oracle only. Oracle may cease providing support for Materials at its discretion.

You may copy the Programs for Your licensed use in order to teach the relevant Class. You may also make a single copy of the Programs for each Student to use in the Class.

You have the right to host the Programs for the sole purpose of teaching Classes, provided that You make the Programs accessible in a secure manner only to Students enrolled in the offering. You have the right to contract with a third party for hosting services provided that (a) such contract is consistent with this Agreement in its protection and use of the Programs, (b) all such Programs hosting is only for Your benefit and use, and (c) You shall remain fully responsible for the performance of the third party hosting service provider. Oracle will not have any liability to You or any third party for claims related to Your hosting services.

STUDENT LICENSE AGREEMENT

Students will be responsible for their use of Programs on their personal computers provided they first accept and agree to the Oracle Student License Agreement available at <https://academy.oracle.com/en/oa-legal-notice-student-use-agreements.html>. You may not permit or enable Students to install copies of the Programs on their personal computers or computers that do not remain on Your premises (excluding computers that remain on Your premises such as in a computer lab) unless each such Student first accepts and agrees to the Oracle Student License Agreement prior to obtaining and installing any such Programs. For the purpose of this Agreement, Your premises do not include dormitories or other living or dining accommodations.

OWNERSHIP AND RESTRICTIONS

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

Third party technology that may be appropriate or necessary for use with some Oracle Programs is specified in the Benefits or applicable Program documentation. If such third party technology is delivered by Oracle it is licensed to You under the terms of the specified third party technology license agreement and not under the terms of this Agreement. If such third party technology is delivered by a third party then You and such third party will separately agree on the applicable license terms and Oracle shall have no liability with respect to the use of such third party technology.

You may not:

- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights;

- make the Programs, Materials, or deliverables resulting from the Services available in any manner to any third party for use in the third party's business operations;
- cause or permit reverse engineering (unless required by law for interoperability), disassembly or de-compilation of the Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Programs); or
- disclose results of any Programs or Services benchmark tests without Oracle's prior written consent.

SUPPORT

During the term of this Agreement You may receive the following support:

1. Membership and web-based application support: email support accessed through the Academy Website.
2. Technical support for Programs pursuant to Oracle's then current technical support policies (subject to change), available through the following website: <https://support.oracle.com/>.

RECORDS AND AUDITS

You will maintain books and records relating to the provision of Classes under this Agreement in accordance with the school recordkeeping standards in Your jurisdiction. Upon at least forty-five (45) days written notice, Oracle may audit Your Classes and Your use of the Programs, Services and Materials, 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. You agree to pay within thirty (30) days of written notification any fees applicable to Your use of the Programs, Services and Materials in excess of Your license rights. If You do not pay, Oracle can end Your support, licenses and this Agreement immediately. You agree that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit.

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. In the event that this Agreement is renewing Your existing membership that was undertaken pursuant to a separate agreement, such term shall remain in effect for three (3) years following the expiration of such separate agreement. All rights and/or licenses to the Programs, Materials, and Services under this Agreement shall automatically terminate upon termination or expiration of this Agreement unless the term is renewed by agreement of the parties. Oracle may require that any renewal term is addressed under a mutually executed separate Oracle Academy Institution Membership Agreement.

Either party may terminate this Agreement for convenience at any time upon ninety (90) days written notice. Further, in the event an Instructor behaves in a manner that Oracle, at its sole discretion, deems unprofessional or not in keeping with the intent of this Agreement while teaching a Class or attending training, Oracle reserves the right to terminate this Agreement and/or terminate such Instructor's participation upon written notice to You, effective on the date of the 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 Programs and Materials provided to You, Your Instructors, and Your Students under this Agreement.

WARRANTIES AND DISCLAIMERS

ORACLE PROVIDES THE PROGRAMS, MATERIALS AND SERVICES "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 (USD1,000).

NONDISCLOSURE

By virtue of this Agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). We each agree to disclose only information that is required for the performance of obligations under this Agreement. Confidential Information shall be limited to the terms of this Agreement and information required for the performance of obligations under this Agreement that is clearly identified as confidential at the time of disclosure.

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.

We each agree not to disclose each other's Confidential Information to any third party other than those set forth in the following sentence for a period of three (3) years from the date of disclosure. We may disclose Confidential Information only to those employees or agents or subcontractors who are required to protect it against unauthorized disclosure in a manner no less protective than under this Agreement. Nothing shall prevent either party from disclosing the terms under this Agreement in any legal proceeding arising from or in connection with this Agreement or disclosing the Confidential Information to a governmental entity as required by law.

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 on Your marketing materials solely to promote Classes in conjunction with Your other course offerings. Your use of the Oracle Academy logo 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. All products and services in connection with which You use the Oracle Academy logo shall conform to Oracle's quality standards and meet or exceed industry standards. You shall cooperate with Oracle to allow for review of Your use of the Oracle Academy logo and compliance with Oracle's quality standards. 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 Programs, Materials and Benefits. You agree that such export control laws govern Your use of the Programs (including technical data) and any Services 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, information, Program 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.

PARTICIPATION AND PRIVACY

You agree that Oracle may publicize Your participation in Oracle Academy. This includes, but is not limited to, details about Your participation. Further, Oracle may collect certain information from You, Your Instructors and Your Students 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>.

Oracle is a company focused on serving the needs of businesses and does not generally promote or market its services to minors. As an educational outreach program, however, Oracle Academy Benefits may be used by Oracle Academy members in the course of delivering educational services to minors. You shall not provide any personal information pertaining to minors to Oracle in connection with this Agreement, including any data subject to the Family Educational Rights and Privacy Act (FERPA). If You believe that Oracle has mistakenly or unintentionally collected personal information of a minor without appropriate consent, please notify Oracle via the Data Privacy Inquiry Form available at <http://www.oracle.com/privacy> so that Oracle may promptly delete the information and make other necessary corrections. .

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. Except as otherwise expressly permitted herein, 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.

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.

If the Ministry of Education (MOE) or equivalent organization in Your country controlling You has executed a master agreement with Oracle ("Master Agreement"), and if You are listed in Appendix 1 of the Master Agreement, such Master Agreement shall supersede and prevail over this Agreement with respect to any conflicting terms during the applicable term of such Master Agreement. You hereby agree that You have reviewed the terms of such Master Agreement and agree that any conflicting terms shall serve to modify this Agreement such that the conflicting terms in the Master Agreement shall apply to this Agreement with full force and effect.

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 the Programs, Services and/or any Benefits or an interest in them to another individual or entity.

Except for actions for nonpayment, an Instructor's unprofessional conduct, breach of confidentiality obligations, 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, including any third party firms retained by You to provide hosting services, 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.

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