

SAMPLE DOCUMENT FOR REFERENCE ONLY / 僅供參考的樣本文件

ORACLE ACADEMY INSTITUTION MEMBERSHIP AGREEMENT ORACLE ACADEMY 機構會員協議

This Institution Membership Agreement with the Oracle Academy ("Agreement") is concluded between Lorem Ipsum ("Oracle") and the entity that has executed or otherwise accepted under this Agreement ("You") for the provision and use of Benefits. 本與 Oracle Academy (以下稱「本協議」) 的機構會員資格協議，是由 Lorem Ipsum (以下稱「Oracle」) 與依據本「合約」所簽署或以其他方式接受，用來提供及使用福利的實體訂定。

1. DEFINITIONS 定義

- “Academy Website” refers to the Oracle website located at <https://academy.oracle.com>.
「Academy 網站」指位於 <https://academy.oracle.com> 的 Oracle 網站。
- “Accredited” means an educational program or institution that meets specific educational standards established by the relevant governing body.
「認證」指符合相關管理機構制定的特定教育標準的教育計劃或機構。
- “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.
「福利」是指根據本協議，依據 <https://academy.oracle.com/en/membership-benefits.html> 上規定的屆時最新的 Oracle Academy 機構計劃描述所提供的程式、服務、培訓和材料。Oracle 可自行決定不定期發佈福利與計劃描述的更新。
- “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 Educator teaches for the sole purpose of teaching Students as part of Your regular curriculum following Your standard class formats; and (iv) You provide as part of an Accredited educational program.
「課程」是指(i)貴方根據本協議提供給學員的教育課程；(ii)包括福利的使用的教育課程；(iii)教員僅以教授學員為目的，按照貴方標準課堂形式作為貴方常規課程的一部分講授的教育課程；以及(iv)貴方作為認證教育計劃的一部分提供的教育課程。
- “Educator” refers to an individual that You authorize to teach a Class and who meets the requirements in the section below entitled *Your Responsibilities*. Each Educator 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.
「教員」是指貴方授權其授課，並且符合下面名為 *貴方責任* 一節中要求的個人。每個教員應透過 Academy 網站建立一個教員帳戶，從而表明自己已獲貴方授權來授課並獲得存取適用福利的權利。
- “Educator Materials” refers to the teaching materials provided by Oracle under this Agreement for Educators to teach Classes.
「教員材料」指 Oracle 根據本協議提供以供教員授課使用的教學材料。
- “Materials” refers to Student Materials and Educator Materials, collectively.
「材料」統指學員材料與教員材料。
- “Programs” refers to (a) Oracle software owned or distributed by Oracle and made available to You for download, (b) Program Documentation; (c) any Program updates acquired through technical support, and (d) web-based applications that Oracle may host remotely for You to access and use in furtherance of this Agreement provided by Oracle at its sole discretion. The then-current Programs are identified in the Benefits.
「程式」指(a)Oracle 擁有或分發並供貴方下載的 Oracle 軟體，(b)程式說明書，(c)透過技術支援獲取的任何程式更新，及(d)Oracle 為了促成本協議而自行決定在遠端託管、供貴方存取和使用的基於網路的應用程式。福利中確定當時的程式。
- “Program Documentation” refers to the Program user manual and Program installation manuals. Program Documentation may be delivered with the Programs. You may access the documentation online at <http://oracle.com/documentation>.

「程式說明書」指程式使用者手冊和程式安裝手冊。程式說明書可能和程式一起交付。貴方可以線上存取說明書，網址是 <http://oracle.com/documentation>。

- “Separate Terms” refers to separate license terms that are specified in the Program Documentation, readmes or notice files and that apply to Separately Licensed Third Party Technology.
「獨立條款」指程式說明書、讀我檔案或通知文件規定的、適用於獨立授權的第三方技術的獨立許可條款。
- “Separately Licensed Third Party Technology” refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
「獨立授權的第三方技術」指根據獨立條款而非本協議條款獲得授權的第三方技術。
- “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.
「服務」是指作為福利的一部分由 Oracle 向貴方提供的服務，可能包括材料（如上文進一步定義）、培訓、遠端託管服務、技術支援或其他 Oracle 服務。
- “Student” refers to a student enrolled in a Class.
「學員」指報名參加課堂的學員。
- “Student Materials” refers to the materials provided by Oracle under this Agreement for use by Students in conjunction with the applicable Class.
「學員材料」指 Oracle 根據本協議提供以供學員與可適用的課堂一起使用的材料。
- “Training” refers to a remote or in-person training event delivered by Oracle or an authorized Oracle Academy partner to Your Educators covering the use of the Programs, Benefits, and Materials.
「培訓」指 Oracle 或一個授權的 Oracle Academy 夥伴提供給貴方教員的遠端或面對面培訓活動，其內容涵蓋程式、福利與材料的使用。

2. ORACLE’S RESPONSIBILITIES

ORACLE 的責任

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

Oracle 將提供福利供貴方教員和學員依據本協議的條款和條件使用。

3. YOUR RESPONSIBILITIES 貴方責任

You must meet any member responsibilities for using any Benefits that may be detailed at the Academy Website or at <https://academy.oracle.com/en/membership-benefits.html>. Oracle may modify such responsibilities and requirements at its sole discretion with at least thirty (30) days’ notice to You. Oracle may require additional validation of Your, Your Educators’, or Your Students’ eligibility to use any Benefits and reserves the right to reject requests from You to use such Benefits at Oracle’s sole discretion. You agree that you will be responsible for each Educator’s and each Student’s compliance with this Agreement except as set forth in the section below entitled *Student License Agreement*.

貴方必須履行 Academy 網站或 <https://academy.oracle.com/en/membership-benefits.html> 上詳細說明的關於會員使用任何福利的責任。Oracle 可自行修改該責任和要求，但會至少提前三十(30)日通知貴方。Oracle 可能要求對貴方、貴方教員或貴方學員使用任何福利的資格進行額外驗證，並保留由 Oracle 自行決定拒絕貴方使用該等福利請求的權利。貴方同意負責確保每一名教員和每一名學員遵守本協議，除非下文「學員授權協議」一節另有規定。

4. RIGHTS GRANTED 授與的權利

Subject to the terms of this Agreement, You are granted a non-exclusive and non-transferable right and license to: 依據本協議之條款，貴方被授予非專屬的和不可轉讓的權利和授權：

1. Access and use the Benefits, solely for the purpose of teaching Classes at an Accredited educational institution (such use specifically excludes Your use for data processing, business, production or commercial purposes or any other purpose);
僅處在於認證教育機構授課目的存取和使用福利（該等使用明確排除貴方用於資料處理、業務、生產、商業目的或任何其他目的）；
2. Allow each Educator to access and use the Benefits solely for the purpose of teaching a Class; and 允許每位教員僅為了授課之目的而存取及使用福利；及

3. Allow each Student in a Class to access and use the Benefits solely for the purpose of participating in a Class. 允許課堂的每位學員僅為了參與課堂之目的而存取及使用福利。

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> and any additional terms which may be presented at the time that You access such Benefits. At all times during the services period for any cloud-based Benefits, You must maintain a current, valid membership in the Oracle Academy. In the event this Agreement expires or is terminated, the service period and your right to use any cloud-based Benefits will immediately terminate. Oracle cloud services are described and governed by the applicable service specifications. Cloud services are provided based on Oracle's policy for the applicable cloud services at the time they are ordered and those policies are subject to change.

如果 Oracle 向貴方提供某些基於雲端之福利，貴方同意受 <https://academy.oracle.com/en/membership-benefits.html> 上規定之該等福利適用條款和條件，以及貴方存取該等福利時可能提出的任何其他條款的約束。在任何基於雲端之福利的服務期間，貴方必須始終保持當前有效的 Oracle Academy 會員資格。如果本協議到期或終止，服務期限和貴方使用任何基於雲端之福利的權利將立即終止。Oracle 雲端服務根據適用服務規範描述和管理。雲端服務是依據訂購服務時可適用的雲端服務的 Oracle 政策而提供，這些政策可能隨時被更改。

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. Your use of certain Benefits may require that You agree to additional terms with Oracle.

Oracle 可隨時自行決定取消或重新安排培訓，或終止或修改福利或改變福利的費用結構（如果有）。貴方可能需要同意 Oracle 的另外條款才能使用某些福利。

5. DISTRIBUTION RESTRICTIONS 分發限制

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

根據本協議條款，貴方可將材料分發給：

1. Each Student in the Class for the sole purpose of taking that Class, and 僅為了學員參與課堂之目的分發給該課堂的學員，及
2. The Educator teaching the relevant Class for the sole purpose of conducting that Class. 僅為了授課之目的分發給講授相關課程的教員。

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.

貴方只能直接從 Oracle 下載材料。Oracle 可自行停止為材料提供支援。貴方可複製程式用於貴方獲授權的使用來講授相關課堂。

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.

貴方有權僅出於教學目的而託管程式，但貴方應確保只有報名參加課堂的學員能夠安全地存取程式。貴方有權與第三方訂立合約來託管服務，但(a)該合約在對程式的保護和使用方面應與本協議保持一致，(b)所有對該程式的託管僅為了貴方福利及使用，及(c)貴方應對第三方託管服務提供方的行為表現負完全責任。Oracle 不因與貴方託管服務有關的索賠向貴方或任何第三方承擔責任。

6. STUDENT LICENSE AGREEMENT 學員授權協議

Students will be responsible for their use of Programs on their personal computers and/or other devices provided they first accept and agree to the Oracle Student License Agreement made available by Oracle. You may not permit or enable Students to install copies of the Programs on their personal computers and/or other devices 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 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.

學員將對他們在自己的個人電腦和/或其他設備上使用程式的行為負責，前提是他們首先接受並同意 Oracle 提供的《Oracle 學員授權協議》。貴方不得允許或使學員能夠在自己個人電腦和/或其他設備或不在貴方場所的電腦上（不包括仍在貴方場所內的電腦，如電腦實驗室中的電腦）安裝程式的副本，除非每名學員首先接受並同意《Oracle 學員授權協議》，然後獲得並安裝該程式。在本協議中，貴方場所不包括宿舍或其他生活或用餐場所。

7. OWNERSHIP AND RESTRICTIONS 所有權與限制

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.

Oracle 或其授權人保留對程式與材料的全部所有權與智慧財產權。對於 Oracle 由於服務而開發並依據本協議交付給貴方的任何產品，Oracle 保留其全部的所有權與智慧財產權。

The Programs may contain or require the use of third party technology that is provided with the Programs. Oracle may provide certain notices to You in Program Documentation, readmes or notice files in connection with such third party technology. Third party technology will be licensed to You either under the terms of this Agreement or, if specified in the Program Documentation, readmes or notice files, under Separate Terms. Your rights to use Separately Licensed Third Party Technology under Separate Terms are not restricted in any way by this Agreement. However, for clarity, notwithstanding the existence of a notice, third party technology that is not Separately Licensed Third Party Technology shall be deemed part of the Programs and is licensed to You under the terms of this Agreement.

程式可能含有或需要使用與程式一起提供的第三方技術。對於這些第三方技術，Oracle 會在程式說明書、讀我檔案或通知文件中通知貴方。第三方技術根據本協議條款授權給貴方，或如果程式說明書、讀我檔案或通知文件中有規定，則根據獨立條款授權。貴方對根據獨立條款獨立獲授權的第三方技術的使用權不會受到本協議任何形式的限制。但是，為明晰起見，儘管存有通知，不屬於獨立授權的第三方技術的第三方技術應被視為程式的組成部分，並根據本協議條款授權給貴方。

You may not:

貴方不得：

- remove or modify any Program markings or any notice of Oracle's or its licensors' proprietary rights; 移除或修改任何程式標誌或Oracle或其授權人專屬權利的的任何聲明；
- 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; 以任何方式向任何第三方提供程式、材料或服務產生的交付項目，供該第三方在業務營運中使用；
- 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 導致或允許對程式進行逆向工程（除法律規定了互操作性的要求）、分解或反向編譯（上述禁止性規定包括但不限於審核資料結構或程式生成的類似資料）；或
- disclose results of any Programs or Services benchmark tests without Oracle's prior written consent. 未經Oracle事先書面同意，揭露任何程式或服務的基準測試結果。

8. SUPPORT 支援

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

在本協議期限內，貴方可獲得如下支援：

1. Membership and web-based application support. 會員及基於網路的應用程式支援。
2. Technical support for Programs pursuant to Oracle's then current technical support policies, which are available at <http://oracle.com/contracts>. The technical support policies are incorporated in this Agreement and are subject to change at Oracle's discretion; however, Oracle policy changes will not result in a material reduction in the level of technical support services provided for supported Programs during the term of this Agreement.

根據 Oracle 屆時最新的技術支援政策，為程式提供的技術支援，該政策可詳見 <http://oracle.com/contracts>。技術支援政策已納入本協議，且其內容可由 Oracle 自行決定更改；但是，Oracle 政策更改不會導致本協議期限內為受支援程式提供的技術支援服務水平大幅降低。

9. RECORDS AND AUDITS 記錄與稽查

You will maintain books and records relating to the provision of Classes under this Agreement in accordance with the record keeping standards in Your jurisdiction, if any. 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 that Oracle shall not be responsible for any of Your costs incurred in cooperating with the audit. If the audit identifies non-compliance with this Agreement, You agree to remedy (which may include, without limitation, the payment of any fees for additional licenses for Programs) such non-compliance within 30 days of written notification of that non-compliance. If You do not remedy the non-compliance, Oracle can end (a) the Services (including technical support), (b) the Program licenses and/or (c) this Agreement.

貴方將根據貴方所屬司法管轄區的記錄保持標準（如有），保留與根據本協議提供課堂有關的帳簿和記錄。在至少提前四十五(45)日書面通知貴方後，Oracle 可稽查貴方的課堂及貴方對程式、服務與材料及貴方依據本協議獲取的其他材料的使用。貴方同意配合該稽查工作並且為 Oracle 提供合理的協助及資訊的存取權限。貴方同意，Oracle 對於貴方因配合稽查工作而發生的任何費用不承擔任何責任。如果稽查發現本協議相關的不合規問題，貴方同意在不合規書面通知發出後 30 天內糾正該等不合規問題（可能包括但不限於支付額外程式授權的任何費用）。如果貴方不糾正不合規問題，Oracle 可終止(a)服務（包括技術支援），(b)程式授權和/或(c)本協議。

10. TERM AND TERMINATION 期限和終止

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 this Agreement shall remain in effect for two (2) years. Upon the expiration of such two (2) year period, this Agreement will automatically renew for an additional two (2) year period unless either party elects to terminate this Agreement by providing written notice to the other party no less than six (6) days prior to the applicable expiration date or in the event that Oracle is no longer offering the Oracle Academy program for renewal.

本協議應在經貴方簽字或以其他方式接受並同意本協議的條款並由 Oracle 接受後生效，且本協議有效期應為兩(2)年。在該兩(2)年期限屆滿後，本協議將自動續期兩(2)年期限，除非任何一方選擇在適用的到期日之前不少於六(6)天以書面形式通知另一方終止本協議，或者 Oracle 不再提供 Oracle Academy 計劃供續訂。

In the event that this Agreement expires or is terminated for any reason, all Benefits, and all rights and/or licenses to the Programs, Materials, and Services under this Agreement shall automatically terminate.

如果本協議到期或因任何原因被終止，所有福利以及本協議項下之程式、材料和服務的所有權利和/或授權應自動終止。

Either party may terminate this Agreement for convenience at any time upon ninety (90) days written notice. Additionally, an Educator may terminate his or her account associated with Your institution and issued under this Agreement at his or her discretion. If an Educator terminates his or her account and that Educator is the sole registrant of Your institution under this Agreement, this Agreement will automatically terminate. Further, in the event an Educator 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 Educator's participation upon written notice to You, effective on the date of the notice. Additionally, Oracle may immediately terminate this Agreement in the event that it determines, in its reasonable discretion, that Your membership account has been inactive for a prolonged period of time. 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.

各方可透過提前九十(90)天發出書面通知隨時任意終止本協議。此外，教師可自行終止根據本協議簽發的與貴方機構相關的教員帳戶。如果教員終止其帳戶，且該教員是貴方機構在本協議項下之唯一註冊人，則本協議將自動終止。此外，如果某位教員在授課或參加培訓時被 Oracle 單方面認定為其行為不專業或沒有與本協議的目的保持一致，Oracle 保留向貴方提供書面通知終止本協議及/或終止讓該教員參加的權利，且終止於通

知日期當日生效。此外，如果 Oracle 經單方合理判斷確認貴方會員帳戶長時間處於非活動狀態，則可以立即終止本協議。否則，如果任一方違反本協議的重要條款，並且在收到違規行為書面說明後的三十(30)天內沒有糾正該違規行為，則違規方違約，非違規方可終止本協議。

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 Educators, and Your Students under this Agreement. 本協議終止後繼續有效的規定包括保證與免責聲明、責任限制及其他因其性質應繼續有效的條款。本協議終止或到期後，貴方將歸還或銷毀根據本協議提供給貴方、貴方教員和貴方學員的所有程式和材料。

11. WARRANTIES AND DISCLAIMERS 保證與免責聲明

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

程式、材料和服務按「原樣」提供，不具有任何形式的保證。ORACLE 不承擔任何明示或默示的保證和條件，包括但不限於對非侵權、適銷性和針對某一特定用途的適用性的默示保證和條件。貴方不得代表 ORACLE 做出任何保證。

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.

貴方保證並聲明，貴方接受免費的 Oracle Academy 計畫會員資格和/或福利(i)不會影響公共採購或任何公共決策；並且(ii)是貴方適用的當地法律、法規和內部政策允許的。

12. LIMITATION OF LIABILITY 責任限制

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA, OR DATA USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, EVEN IF ORACLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. 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 (TWD 31,201).

任何一方都不對貴方或任何第三方產生的任何間接的、連帶的、特殊的、懲罰性的或衍生的損害或是利潤、收入、資料或資料使用的損害或損失承擔責任，無論是契約責任還是侵權責任，即使 ORACLE 已被告知此類損害的可能性。ORACLE 對本協議或貴方訂單引起或相關的任何損害所承擔的最大責任，不管是涉及契約，還是涉及侵權或其他方面，僅限於貴方根據本協議支付給 ORACLE 的費用或一千美元(31,201 新臺幣)中以兩者較高的金額為準。

13. NONDISCLOSURE 保密

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.

由於簽署本協議，雙方均可能存取本應相互保密的資訊（「保密資訊」）。雙方同意僅揭露為履行本協議項下的義務所必需的資訊。保密資訊應僅限於本協議的條款定義內以及履行本協議義務所需的資訊，並且這些資訊在披露時有被明確標明為應保密。

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.

一方的保密資訊不應包括以下資訊：(a)是公開資訊或非因對方的行為或疏漏而成為公開資訊的資訊；(b)揭露之前即已由對方以合法方式擁有的、且對方並非直接或間接從揭露方獲得的資訊；(c)由無揭露限制的第三方以合法方式揭露給對方的資訊；或(d)由對方獨立開發的資訊。

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.

雙方同意自揭露日期起三(3)年內，除以下所列情形外，不得將對方的保密資訊揭露給任何第三方。雙方只能將保密資訊揭露給被要求以不弱於本協議規定的保護等級的方式保護保密資訊，使之不受到未授權揭露的員工、代理商或分包商。任何事情都不應阻止任何一方在任何因本協議產生的或與本協議有關的法律程序中揭露本協議條款，或者根據法律要求向政府機構揭露保密資訊。

14. ORACLE LOGO AND TRADEMARKS

ORACLE 標誌與商標

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.

Oracle 授與貴方非專屬的、不可轉讓的權利和授權，允許貴方在本協議期限內，僅為了與貴方的其他課程產品一起促銷課堂，在貴方的行銷材料上使用 Oracle Academy 標誌。貴方對 Oracle Academy 標誌的使用應嚴格遵守 Oracle Academy 標誌指導政策，該政策詳見 https://academy.oracle.com/pages/academy_guidelines.pdf。貴方不得以謊稱貴方與 Oracle 之間關係的方式、誤導性的方式或是對 Oracle 造成負面影響的方式使用 Oracle Academy 標誌。所有貴方用來與 Oracle Academy 標誌聯結的產品與服務時，應遵循 Oracle 的品質標準並達到或超過其行業標準。貴方應與 Oracle 合作，允許 Oracle 審查貴方對 Oracle Academy 標誌的使用與對 Oracle 品質標準的遵守情況。如果 Oracle 單方面確定貴方對 Oracle Academy 標誌的使用不符合本協議要求，貴方應立即按照 Oracle 的指示更改或中止對 Oracle Academy 標誌的使用。Oracle 會更改 Oracle Academy 標誌與 Oracle Academy 標誌指導政策，在 Oracle 合理通知的情況下，貴方應立即更改貴方對標誌的使用，使之符合更改後的 Oracle Academy 標誌與 Oracle Academy 標誌指導政策。貴方承認，除本協議另有明確規定外，貴方未被授予與 Oracle 商標有關的任何權利，並且貴方同意貴方對 Oracle Academy 標誌的使用須有利於 Oracle 單獨受益。貴方同意在 Oracle 商標保護與訴訟方面向 Oracle 提供合理協助。貴方同意，不會將 Oracle 商標或可能具有迷惑性的 Oracle 商標變體（包括「Ora」）用作貴方商標、產品名稱、服務名稱、公司名稱或國際網路網址的組成部分。

15. EXPORT 出口

Export control and economic sanctions laws and regulations ("Export Laws") 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, which restricts access to Oracle's controlled technology by citizens of prohibited countries or territories, wherever located). 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.

美國的出口管制和經濟制裁法律和法規（「出口法律」）及任何其他相關的當地出口法律和法規適用於程式、材料和福利。貴方同意，貴方使用根據本協議提供的程式（包括技術資料）和任何服務交付項目，應遵守該等出口管制法律，並且貴方同意遵守所有該等出口法律和法規（包括「視同出口」和「視同再出口」法規，該等法規限制違禁國家或地區的公民存取 Oracle 控制的技術，無論其身處何處）。貴方同意不違反這些法律，以直接或間接的方式出口由服務（或其直接產品）產生的任何資料、資訊、程式及/或材料，也不得將它們用於法律所禁止的任何用途，包括但不僅限於核子武器、化學武器或生物武器的擴散或導彈技術的開發。

16. PARTICIPATION AND PRIVACY 參加與隱私

Oracle may collect certain information from and share certain information about You, Your Educators 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 可能會從貴方、貴方教員和貴方學員收集有關貴方註冊申請的並由 Oracle 提供的某些產品和服務的特定期訊，並共享該等資訊。對於這些收集到的資訊，Oracle 會遵守《Oracle 隱私政策》，該政策的最新版本詳見 <http://www.oracle.com/privacy>。

You agree that Oracle may publicize Your participation in the Oracle Academy Member Directory. Oracle may permit You and Your Educators registered under Your membership to view information pertaining to Students and other Educators registered under Your membership in order to facilitate Your institution's membership and Oracle's provision of certain products and services. In accordance with the following paragraph, You shall not provide any personal information pertaining to any minor Students. You also represent that you have provided any required notices and obtained any required consents and authorizations from Your Educators and Students related to the foregoing.

貴方同意 Oracle 可以在 Oracle Academy 會員目錄中公佈貴方的參與情況。Oracle 可能允許貴方及貴方教員根據貴方會員資格註冊，進而檢視根據貴方會員資格註冊的學員和其他教員的相關資訊，以便於貴方機構利用會員資格和 Oracle 提供某些產品和服務。根據以下段落，貴方不得提供任何未成年學員的個人資訊。貴方承諾，貴方已就前述事項提供必要的通知，並獲得貴方教員和學員的任何必要的同意和授權。

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.

Oracle 是一家專注於滿足企業需求的公司，並且通常不會向未成年人推廣或推銷其服務。但是，作為一個教育推廣計劃，Oracle Academy 會員可能會在向未成年人提供教育服務的過程中使用 Oracle Academy 福利。貴方不得向 Oracle 提供任何與本協議有關的未成年人個人資訊，包括受《家庭教育權利和隱私法案》(FERPA) 約束的任何資料。如果貴方認為 Oracle 在未經適當同意的情況下，錯誤地或無意地收集了未成年人的個人資訊，請使用《資料隱私查詢表》(<http://www.oracle.com/privacy>)通知 Oracle，使 Oracle 能夠迅速刪除該資訊和進行其他必要的更正。

17. ENTIRE AGREEMENT 完整協議

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.

貴方同意本協議及以書面引用（包括對包含在 URL 或引用的政策的資訊的引用）納入本協議的資訊是福利的完整協議，並且本協議取代該福利以前或同期的書面或口頭協議或說明。如果本協議中的任何條款被認為無效或無法執行，其餘的條款仍應繼續有效，並且應以符合本協議宗旨和意圖的條款取代該條款。雙方明確同意，本協議以及任何 Oracle 訂購文件的條款應該取代任何採購訂單或其他非 Oracle 訂購文件中的條款，並且此類採購訂單或其他非 Oracle 訂購文件中的條款都不應該適用於訂購的程式及/或服務。除本協議中另有明確的許可外，未經貴方和 Oracle 授權代表書面簽字或線上接受不得對本協議進行修改，也不得更改或放棄權利和限制條件。本協議所要求的任何通知應以書面形式提供給另一方。

18. OTHER 其他

Oracle is an independent contractor, and the parties agree that no collaboration, 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.

Oracle 為獨立合約方，雙方一致同意雙方之間不存在任何合作關係、合資經營或代理關係。任何一方均不得以明示或默示的方式聲稱其有權力代表另一方承擔或建立義務，亦不得聲稱另一方是代理、雇員、特許經營者或其他身分。雙方之間的關係不具備專屬性。

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

如果貴方國家監管貴方的教育部(MOE)或同等機構已與 Oracle Academy 簽署一份合作協議（簡稱「Oracle Academy 合作協議」），並且如果貴方被列入合作協議，則在該合作協議的適用期限內，就任何衝突條款，該合作協議應取代並優先於本協議。貴方在此同意，貴方已審核該合作協議的條款，並同意任何衝突條款應視為修改本協議，以使合作協議中的衝突條款完全適用於本協議，且保持完整效力。

This Agreement is governed by Lorem ipsum.

本合約受 Lorem ipsum 規範。

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: Lorem ipsum.

如果您與 Oracle 有爭議，或您受到無力或其他類似法律程序的約束，則應立即傳送書面通知至：Lorem ipsum。

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.

貴方不得將本協議轉讓給其他個人或實體，不得將程式、服務及/或任何福利或其中的權益給予或轉讓給其他個人或實體。

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.

貴方瞭解，Oracle 的商業夥伴，包括任何貴方僱用來提供託管服務的第三方公司，都獨立於 Oracle，並非 Oracle 的代理。除非該業務合作夥伴依照本協議作為 Oracle 的分包商提供服務，否則 Oracle 對該業務合作夥伴的任何行為均不承擔任何責任或受其約束。

For software (i) that is part of Programs and (ii) that You receive from Oracle in binary form and (iii) that is licensed under an open source license that gives You the right to receive the source code for that binary, You may obtain a copy of the applicable source code from <https://oss.oracle.com/sources/> or <http://www.oracle.com/goto/opensourcecode>. If the source code for such software was not provided to You with the binary, You may also receive a copy of the source code on physical media by submitting a written request pursuant to the instructions in the "Written Offer for Source Code" section of the latter website.

對於軟體，其(i)作為程式的組成部分，和(ii)貴方從 Oracle 處以二進位格式收到，和(iii)在開放原始程式碼授權下獲得授權，該授權提供貴方接受二進位原始程式碼之權利，貴方可從 <https://oss.oracle.com/sources/>或 <http://www.oracle.com/goto/opensourcecode> 上獲取適用原始程式碼的副本。如果上述軟體的原始程式碼沒有以二進制格式提供給貴方，貴方也可以依據後一網站「原始程式碼書面要約」節的說明，提交一份書面申請，獲取原始程式碼的實體儲存媒體副本。

***** Any conflicts between the English version and Chinese translation, the English version shall prevail***

*****本中文翻譯版本僅供貴方參考，若中文翻譯與英文原文有衝突之處，概以英文原文規定為準*****

Last updated August 22, 2022

上次更新日期 2022 年 8 月 22 日