

SAMPLE DOCUMENT FOR REFERENCE ONLY

ORACLE ACADEMY INSTITUTION MEMBERSHIP AGREEMENT

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.

1. DEFINITIONS

- "Academy Website" refers to the Oracle website located at <https://academy.oracle.com>.
- "Accredited" means an educational program or institution that meets specific educational standards established by the relevant governing body.
- "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 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.
- "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.
- "Educator Materials" refers to the teaching materials provided by Oracle under this Agreement for Educators to teach Classes.
- "Materials" refers to Student Materials and Educator Materials, collectively.
- "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.
- "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>.
- "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.
- "Separately Licensed Third Party Technology" refers to third party technology that is licensed under Separate Terms and not under the terms of this Agreement.
- "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 Educators covering the use of the Programs, Benefits, and Materials.

2. ORACLE'S RESPONSIBILITIES

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

3. YOUR RESPONSIBILITIES

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*.

4. 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, 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);
2. Allow each Educator to access and use the Benefits solely for the purpose of teaching a Class; and
3. Allow each Student in a Class to access and use the Benefits solely for the purpose of participating in a Class.

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.

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.

5. DISTRIBUTION RESTRICTIONS

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

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

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 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.

6. STUDENT LICENSE AGREEMENT

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.

7. 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.

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.

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 decompilation 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.

8. SUPPORT

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

1. Membership and web-based application support.
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.

9. RECORDS AND AUDITS

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.

10. 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 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.

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.

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.

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.

11. WARRANTIES AND DISCLAIMERS

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.

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.

12. LIMITATION OF LIABILITY

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 (USD 1,000).

13. 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.

14. 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.

15. EXPORT

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.

16. PARTICIPATION AND PRIVACY

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>.

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.

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.

17. 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.

18. OTHER

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.

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.

This Agreement is governed by Lorem ipsum.

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.

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 Educator'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.

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.

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