



ORACLE PARTNERNETWORK ISV MASTER DISTRIBUTION AGREEMENT

This ISV Master Agreement ("agreement") includes the terms and definitions set out below and any orders you submit. This agreement is not effective until accepted by Oracle. If accepted, Oracle will notify you and the terms of this agreement will govern.

A. Agreement Definitions

"You" and "your" refer to the entity that has entered into this agreement with Oracle Nederland B.V. ("Oracle") to distribute Oracle's programs, hardware and/or services with the value added package including your wholly- and majority-owned subsidiaries that you bind to this agreement ("subsidiary"). You warrant that you have the authority to bind your subsidiaries to the terms of this agreement and any applicable order with Oracle and further warrant that you shall be responsible for a breach of such terms by your subsidiaries.

The term "distribution addendum" refers to an addendum to this agreement specifying additional distribution terms for the various Oracle products and services that you may distribute.

The term "distribution rights" refers to the right to distribute the programs, hardware, learning credits, and/or services to an end user with the value added package under the terms of this agreement and the applicable distribution addendum.

The term "end user" refers to a third party that is authorized to use the programs and/or hardware for its own internal business operations subject to the terms of an end user license agreement, end user hardware agreement, and/or any distribution addendum, as applicable. End user shall not include any public sector entity.

The term "end user agreement" refers to either an end user hardware agreement or an end user license agreement as defined in the applicable distribution addendum.

The term "hardware" refers to the hardware equipment (including components, options and spare parts), operating system, integrated software and related software media listed in Oracle's price list. Hardware includes hardware documentation. Operating system and integrated software include any software updates acquired through technical support. Hardware or parts of it may be new or like new.

The term "hardware documentation" refers to the hardware specifications, user manuals, and installation manuals. Hardware documentation is delivered with the hardware and/or provided online.

The term "integrated software" refers to software embedded in the hardware which is essential to hardware functionality (e.g. firmware).

The term "learning credit" is defined in the license definitions and rules, which are incorporated in this agreement and which are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

The term "Oracle Finance Division Contract" refers to a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due to Oracle under this agreement.

The terms "Oracle PartnerNetwork" and "OPN" refer to Oracle's partner program which provides access to specified Oracle services, tools and resources. You can access the Oracle PartnerNetwork at <http://partner.oracle.com>.

The term "Partner Ordering Policy" refers to Oracle's Partner Ordering Policy in effect at the time an order is submitted to Oracle which is incorporated into this agreement and is subject to change at Oracle's discretion. You may access the current version of the Partner Ordering Policy at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

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The term "programs" refers to the software products owned or distributed by Oracle including program documentation, and any program updates acquired through technical support, as further defined in a distribution addendum.

The term "program documentation" refers to the program user manual and program installation manuals. Program documentation is delivered with the programs, or documentation may be accessed online at <http://oracle.com/contracts>.

The term "public sector entity" is any government, legislature or decision making body, judiciary, instrumentality, department, or agency at any level (national, local, municipal or otherwise); entities managed, controlled or majority owned by government interests; public organizations or foundations of any kind (including political parties, political organizations, or political candidates); and any public international organization, such as, but not limited to, the International Red Cross, United Nations, or the World Bank.

The term "services" refers to technical support, Oracle On Demand services (excluding CRM On Demand and any software as a service offering), or other services which you have ordered from Oracle.

The term "technical support" consists of annual technical support services you have ordered for the programs and/or hardware consisting of any of the technical support levels defined in Oracle's technical support policies in effect at the time such technical support is ordered.

B. Distribution Rights

In order to distribute programs, hardware, learning credits, and/or services, you and your subsidiaries must be members of the Oracle PartnerNetwork. Subject to the terms of this agreement, Oracle grants distribution rights to you as detailed in the applicable distribution addendum.

Oracle shall inform you of any notices and other instructions that are related to third party components (including open source software) that are included in a program and/or hardware and that Oracle is required to distribute with such programs and/or hardware. These notices and other instructions shall be provided to you in at least one of the following ways, at Oracle's sole discretion: (a) automatically installed with the programs or in the installation details; (b) in the program documentation; (c) in the readme files or notice files; or (d) via a supplemental list. You shall comply with all instructions related to third party software components (including open source software). If you reproduce the programs, operating system and/or integrated software, you shall reproduce all third party notices in an appropriate location in the reproduction and/or in its related documentation and include any associated source code (to the extent such source code is provided by Oracle), as required by the applicable notices or as otherwise directed by Oracle.

Oracle may request that you acquire any third party, royalty-free license offered generally to the public that Oracle, in its reasonable discretion, determines may be necessary to avoid a claim of infringement for distribution of any hardware, program or other Oracle software either by Oracle or by you under the terms of this agreement. In the event you fail to acquire such license, Oracle may terminate this agreement with respect to the relevant hardware, program(s) and/or other software on thirty (30) days written notice, and whether or not this agreement is terminated, Oracle shall have no obligation to indemnify you under Section F (Indemnification) for any claim of infringement that would have been avoided by the acquisition of such license.

C. Ownership and Restrictions

Oracle or its licensors retain all ownership and intellectual property rights to: (i) the programs, the operating system, the integrated software and learning credits; and (ii) anything developed by Oracle and/or delivered to you under this agreement. In addition, Oracle or its licensors retain all ownership in the intellectual property rights related to the hardware. Each end user may make a sufficient number of copies of each program for the licensed use and one copy of each program media. Each end user may only make copies of the operating system and integrated software for archival purposes, to replace a defective copy or for program verification. All other rights are reserved, and this agreement does not grant any rights, whether by implication, estoppel, or otherwise, other than those rights specifically described in this agreement.

The programs, the operating system and the integrated software may contain 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, the hardware documentation, readme files, notice files, or the installation details, or otherwise as set forth in section B

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(Distribution Rights), under separate license terms ("separate terms") and not under the terms of this agreement ("separately licensed third party technology"). Oracle is required in certain cases to provide notices to you and will do so in accordance with section B (Distribution Rights); however, such a notice will not change the terms under which third party technology is licensed to you.

Your rights to use (including without limitation the right to distribute) separately licensed third party technology under the separate terms are not restricted in any way by this agreement. However, solely with respect to separately licensed third party technology that is part of the program, the operating system or the integrated software and is used: (i) in unmodified form; (ii) as part of the program, the operating system, or the integrated software; (iii) in accordance with the license grant for the relevant program, operating system or integrated software and all other terms and conditions of this agreement, and (iv) in compliance with the separate terms, Oracle will provide indemnification for separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the program, the operating system and/or the integrated software under the terms of this agreement. Oracle will provide indemnification for third party technology that is part of the program, the operating system and/or the integrated software and not separately licensed third party technology to the same extent as Oracle is required to provide indemnification for the program, the operating system and/or the integrated software under the terms of this agreement.

For GPLv2, LGPLv2.1, GPLv3 and LGPLv3 licensed code you receive in binary form on physical media, you may order a copy of the source code ("source code") via postal service, by submitting your written request at <http://oss.oracle.com/systems-opensourcecode>. Alternatively, you can mail your written request to Attn: VP of Legal, Development and Engineering, MS-50P10, Oracle Corporation, 500 Oracle Parkway, Redwood Shores, CA 94065. Your request should include the name and version number of the product, your name, your company name (if applicable), your return mailing address, and your email address. Certain source distributions require a fee for physical media. Should this be the case, you will be sent details on the cost and payment procedure via email. Your request must be sent within three (3) years of the date of our last delivery of the applicable product. This offer only applies if you received your operating system and/or integrated software on physical media.

You may not:

- distribute the programs, hardware or learning credits in any manner except as provided under this agreement and any distribution addenda to this agreement;
- use the programs or hardware except as expressly provided in this agreement;
- use the learning credits for your own business operations;
- remove or modify any program or hardware markings or any notice of Oracle's or its licensors' proprietary rights;
- rent, lease, or timeshare the programs or the learning credits or provide subscription services for the programs or the learning credits, or permit your end users to do so (unless Oracle expressly permits such access for the specific program license the end user has acquired);
- distribute the hardware for use in the planning, construction, operation or maintenance of any nuclear facility and you acknowledge that the hardware is not designed, manufactured or intended for such use;
- 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);
- disclose results of any program and/or hardware benchmark tests without Oracle's prior written consent;
- engage in any conduct that may be detrimental to Oracle or to the programs, hardware, the learning credits, or the services;
- enter into any agreement which requires you to take any actions that are in conflict with the terms of this agreement;
- refurbish the hardware returned by an end user to you and distribute such remanufactured hardware; and
- distribute Oracle hardware that you acquire from unauthorized resellers.

D. Order Terms

You will place orders and reports in accordance with the applicable distribution addendum to this ISV Master Agreement. Each order placed must be complete and shall be subject to the terms of this agreement and the terms in the Partner Ordering Policy. You should review the Partner Ordering Policy prior to entering into the order for programs, hardware, learning credits and/or services. With each order for programs, hardware, learning credits and/or services you shall provide the information set out in the Partner Ordering Policy or the information in the required fields of any online ordering system and any other information required by Oracle for processing the order. Your order must be complete

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when submitted to Oracle and may not (a) require any concessions (including requiring Oracle to perform any obligations or to incur any liability not set forth in your order to Oracle) or (b) be changed after it is submitted to Oracle. Oracle reserves the right to accept or reject any order submitted by you in its sole discretion.

Upon request, you will provide Oracle with a copy of the end user agreement and any amendments and documents that together with the end user agreement form the complete end user agreement, and any ordering documents or purchase agreements between you and the end user related to the order. You shall be responsible for removing from the end user agreement any pricing information and any other information you reasonably deem to be confidential. For programs, hardware and/or services, at a minimum you must provide information related to the programs, hardware and/or services, including but not limited to, the end user's name, the programs, hardware and/or services distributed, the number of users, the license levels, the license grant to the end user, any definitions related to licensing metrics, the date of the order, and any other information reasonably requested by Oracle. For learning credits, at a minimum, you must provide information related to the learning credits, including but not limited to, the end user's name, the learning credits distributed, the date of the order, and other information reasonably requested by Oracle.

You agree to comply with Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment Obligation" dated February 15, 2011 whenever: (i) the acquisition of programs, hardware, and/or technical support is financed or leased, (ii) the end user agreement or order refers to any payments other than net 30 day payment terms, or (iii) a funder is placing the end user order with you or is responsible for payment under the end user order with you. You will ensure that the end user and any funder have received the Third Party Financing Notice, and where applicable, have acknowledged that they will comply with those terms. The term "funder" refers to a financial entity that provides financing or leasing to the end user for the programs, hardware and/or services subject to a funding contract between the funder and the end user. Oracle's "Third Party Financing Notice – Financing for End-user Customer's Payment Obligation" dated February 15, 2011 is subject to change at Oracle's discretion and can be accessed at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

E. Fees and Taxes

You may place an order for programs, hardware, learning credits, and/or services with Oracle Corporation or any local majority owned subsidiary of Oracle Corporation (both of which are referred to in this agreement as an "Oracle group company") or an Oracle VAD. If you are placing an order for hardware on an Oracle group company then Oracle will instruct you with which Oracle group company to place your order. You agree to pay the applicable Oracle group company or the appropriate Oracle VAD a fee for programs, hardware, learning credits, and/or services ordered and/or distributed as specified in the applicable distribution addendum and order. Fees for programs, hardware, learning credits, and/or services will be paid directly to the entity to which you submit the order. You will not be relieved of your obligation to pay any fees owed to the Oracle group company by the nonpayment of such fees by your end user. Oracle VADs and partners are free to determine the fees charged to partners and end users, respectively for program licenses, hardware, learning credits, and services.

All fees payable to the applicable Oracle group company are due within 30 days from the invoice date. You agree to pay any freight charges for hardware in accordance with the Order and Delivery Policies which are available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You also agree to pay any sales, value-added, customs, levies or other similar taxes imposed by applicable law that the applicable Oracle group company must pay based on the programs, hardware, learning credits, and/or services you ordered, except for taxes based on Oracle's income. You agree and you will obtain your end users' written agreement that you and your end users have not relied on the future availability of any programs, hardware, learning credits, or services in entering into the payment obligations in the applicable order, however, (a) if you order technical support for programs and/or hardware for distribution to end users, the preceding sentence does not relieve Oracle of its obligation to provide updates to such end users, if-and-when available, in accordance with Oracle's then current technical support policies and (b) the preceding sentence does not change the rights granted to your end users for any program licensed by Oracle under the applicable order per the terms of the applicable order, the applicable distribution addendum and this agreement. Oracle reserves the right to check your credit rating periodically during the term of this agreement and to modify these payment terms in the event that there is a material change in your credit rating. Fees listed in this agreement or the applicable distribution addendum are exclusive of value added tax and/or similar sales taxes. Such taxes shall be charged at the appropriate rate by the applicable Oracle group company and shall be shown separately on the relevant invoice. Payments shall be in U.S. dollars or in the local currency designated by the applicable Oracle group company. Upon your submission of an order to the applicable Oracle group company, this payment obligation is non-cancelable, and the sum paid is nonrefundable, is not subject to

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set-off for any reason, and is not subject to the completion or occurrence of any event after the date your order is submitted to Oracle, other than the shipment of programs and/or hardware by Oracle if required and Oracle's obligation to provide annual technical support services to end users if ordered.

F. Indemnification

If a third party makes a claim against you or an end user that any (i) hardware (excluding the operating system or integrated software); or (ii) programs ((i) and (ii) collectively referred to as the "indemnified material"); infringes their intellectual property rights based on your distribution of the indemnified material (as applicable) in accordance with the terms of this agreement, Oracle, at its sole cost and expense, will defend you and the end user against the claim and indemnify you and the end user from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if you do the following:

- notify the General Counsel, Oracle Legal Department, promptly in writing, not later than 30 days after you receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and reasonable assistance Oracle needs to defend against or settle the claim.

Provided you and the end user (as applicable) are a current subscriber to Oracle technical support services for the operating system, then for the period of time for which you and the end user (as applicable) are/were a subscriber to the applicable Oracle technical support services, (i) the phrase "indemnified material" in this section of the agreement shall include the operating system and the integrated software. Notwithstanding the foregoing, with respect solely to the Oracle Linux operating system, Oracle will not indemnify you for materials that are not part of the Oracle Linux covered files as defined at [http:// www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf](http://www.oracle.com/us/support/library/enterprise-linux-indemnification-069347.pdf).

If Oracle believes or it is determined that any of the indemnified material may have violated a third party's intellectual property rights, Oracle may choose to either modify the indemnified material to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may end the license for the applicable indemnified material and refund any fees you may have paid to Oracle for it and any unused, prepaid technical support fees you have paid to Oracle for the applicable product. If Oracle believes or it is determined that the hardware (or portion thereof) may have violated a third party's intellectual property rights, Oracle may choose to either replace or modify the hardware (or portion thereof) to be non-infringing (while substantially preserving its utility or functionality) or obtain a right to allow for continued use, or if these alternatives are not commercially reasonable, Oracle may remove the applicable hardware (or portion thereof) and refund the net book value. Oracle will not indemnify you or an end user if you or an end user alter indemnified material or of you distribute or the end user uses indemnified material for purposes outside the scope of use identified in the user documentation or if you distribute or the end user uses a version of the indemnified material which has been superseded, if the infringement claim could have been avoided by distributing or using an unaltered current version of the indemnified material which was provided to you. Oracle will not indemnify you or an end user to the extent an infringement claim is based upon any indemnified material not provided by Oracle. Oracle will not indemnify you or an end user to the extent that an infringement claim is based upon the combination of any indemnified material with any products or services not provided by Oracle. Oracle will not indemnify you or an end user for infringement caused by you or your end user's actions against any third party if the Oracle indemnified material as delivered to you and distributed by you or used by an end user in accordance with the terms of this agreement and any distribution addendum would not otherwise infringe any third party intellectual property rights. Oracle will not indemnify you or an end user for any infringement claim that is based on: (1) a patent that you and/or the end user were made aware of prior to the effective date of this agreement (pursuant to a claim, demand, or notice); or (2) your actions or the end user's actions prior to the effective date of this agreement. If a third party makes a claim against Oracle that any indemnified material, when used in combination with any product or services provided by you, infringes their intellectual property rights, and such claim would have been avoided by the exclusive use of the indemnified material, you will indemnify Oracle. This section provides your exclusive remedy for any infringement claims or damages.

G. Term and End of Agreement

This agreement shall begin on the effective date specified herein unless you accept the terms of this agreement online, in which case the effective date shall be as set forth in an email from Oracle confirming Oracle's acceptance of this agreement. The term of this agreement shall continue for 2 years. If your membership in the Oracle PartnerNetwork expires or is terminated, you will not be permitted to distribute programs, hardware, learning credits, and/or services until

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your membership is made current. When this agreement or any applicable distribution addendum expires or terminates, in order to keep distributing the programs, hardware, learning credits and/or services, you must execute the then current version of Oracle's distribution agreement or distribution addendum, as applicable, and the agreement and such distribution addendum will be subject to acceptance by Oracle, and Oracle may require you to complete certain training and assessment requirements to Oracle's satisfaction. If either of us breaches a material term of this agreement or a distribution addendum and fails to correct the breach within 30 days of written specification of the breach, then the breaching party is in default and the non-breaching party may terminate this agreement and the applicable distribution addendum. If Oracle ends this agreement and a distribution addendum as specified in the preceding sentence, you must pay within 30 days from notification of the termination all amounts which have accrued prior to such end, as well as sums remaining unpaid for programs, hardware, learning credits, and/or services received under this agreement and the applicable distribution agreement plus related taxes and expenses. If Oracle ends the license for a program under the Indemnification section, you must pay within 30 days from notification of the termination all amounts remaining unpaid for services related to such license which have accrued prior to such end plus related taxes and expenses. In addition, if Oracle terminates this agreement and/or any distribution addendum as provided under this section, Oracle also may terminate your Oracle PartnerNetwork agreement and your membership in the Oracle PartnerNetwork. Except for nonpayment of fees, the non-breaching party may agree, in its sole discretion, to extend the 30 day period for so long as the breaching party continues reasonable efforts to cure the breach. You agree that if you are in default under this agreement or any distribution addendum, you may not place orders for and/or distribute the programs, hardware, learning credits, and/or services and Oracle has the right to cancel any orders that you have placed but that have not yet been shipped. You agree that if you have used an Oracle Finance Division Contract to pay for fees due under this agreement or a distribution addendum and you are in default under that contract, you may not distribute the programs, hardware and/or services that are subject to such contract. The end users' rights to use the programs and or learning credits, properly distributed by you under this agreement and the applicable distribution addendum shall survive termination of this agreement, unless such rights are otherwise terminated in accordance with the applicable end user agreement. Provisions that survive termination or expiration are those relating to limitation of liability, infringement indemnity, payment, ethical business practices, and others which by their nature are intended to survive.

H. 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 and pricing under this agreement, and all information 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 to hold each other's confidential information in confidence for a period of three years from the date of disclosure. Also we each agree to disclose confidential information only to those employees or agents who are required to protect it against unauthorized disclosure. In addition, you agree that you may not disclose to investors or potential investors information regarding Oracle's financial performance or your company's financial performance specifically related to Oracle programs and/or services without prior written consent from Oracle's Investor Relations group. Nothing shall prevent (1) either party from disclosing the terms or pricing under this agreement or orders submitted under this agreement in any legal proceeding arising from or in connection with the terms of this agreement, (2) Oracle from disclosing to an Oracle VAD information about the status of your membership in the Oracle PartnerNetwork or the programs, hardware, learning credits and/or services you are permitted to distribute under this agreement, or (3) either party from disclosing the confidential information to a governmental entity as required by law.

I. Trademarks and Copyrights

You are authorized to use Oracle's trademarks and service marks (the "Oracle trademarks") to refer to the associated Oracle products and services. Your use of the Oracle trademarks shall comply with Oracle's Third Party Usage Guidelines for Oracle Trademarks, and all goodwill based upon use of the Oracle trademarks shall inure to Oracle's benefit. Oracle's Third Party Usage Guidelines for Oracle Trademarks are subject to change. You may access Oracle's Third Party Usage Guidelines for Oracle Trademarks at <http://www.oracle.com/html/3party.html>. In marketing, promoting or licensing the programs, hardware and/or services, you agree to make it clear that Oracle is the source of the programs, hardware

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and/or services. You shall retain all notices, including copyright and trademark notices, on the programs, operating system and integrated software and any copies of the programs, operating system and integrated software. When you are distributing Oracle programs and/or hardware under a Full Use Distribution Addendum, you shall not modify the programs and/or hardware and shall deliver the programs and/or hardware exactly as you receive them or have Oracle deliver the programs in the original media. When you are distributing Oracle programs under an Application Specific Full Use Program Distribution Addendum or an Embedded Software License Distribution Addendum, you shall include on all documentation, the sign-on screen for any software incorporating the program(s), and any media containing the program(s); (a) a reproduction of Oracle's copyright notice for the program(s); or (b) a copyright notice for your software that is being distributed with the program(s).

J. Relationships between Parties

In all matters relating to this agreement, you will act as an independent contractor. This agreement does not create a partnership, joint venture, agency, employee/employer, lobbyist/lobbyist employer relationship, or franchisee/franchisor relationship between the parties. Except with regard to your distribution of first year Oracle technical support to the end users under a distribution addendum and Oracle's obligation to ship programs in connection with orders that comply with the terms of this agreement if requested to do so, 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. Nothing in this agreement or any distribution addendum shall be construed to limit either party's right to independently develop or distribute software or hardware that is functionally similar to the other party's product, so long as proprietary information of the other party is not included in such software or hardware or used to create such software or hardware.

K. Privacy

If you provide Oracle with personal information concerning your customers, prospects or employees, Oracle will only use the information in manners consistent with those specified in this agreement to accomplish their purposes, or as otherwise indicated at the time Oracle collects such information. This information may be maintained by Oracle in data centers in the United States and may be accessed by Oracle's global personnel as required for business purposes. You agree to provide all relevant notices and obtain any consents required to share the information with Oracle.

If Oracle provides you with personal information concerning Oracle's partners, customers, prospects or employees, you agree that you will permit access to and use of such information solely in connection with the sale of Oracle products or services and for the limited purpose(s) for which it was provided by Oracle under this agreement and any distribution addendum. You also agree to comply with all laws that apply to your use of this information for such purposes. The requirements of this section do not apply to either party's relationships with its customers.

From time to time, the parties may exchange information regarding marketing and sales opportunities through Oracle's partner management application. Both parties agree to use any such information in compliance with the terms of this agreement and Oracle's Partner Management Opportunity Routing Policy, the current version of which is located at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies).

L. URLs

It is your responsibility to regularly monitor all applicable URLs referenced in this agreement and any distribution addendum. You confirm that you have access to the Internet and confirm that prior to entering into this agreement you have read the policies on the websites referenced above and agree to the terms and conditions set out in those policies. You undertake that you will visit the websites referenced above on a regular basis so that you are aware of any amendments Oracle may make to those policies from time to time.

M. Ethical Business Practices

You acknowledge and agree that you and your owners, directors, officers, employees or agents have not, and will not, make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or employee of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage. You agree to accurately document all transactions related to this agreement and any distribution addendum, in your financial books, records, statements, and in reports or other documents provided to Oracle. You agree to comply with the terms of the Oracle Partner Code of Conduct and Business Ethics, which is available at <http://partner.oracle.com> (log in, select Membership / Agreements & Policies). You agree that the handling and disbursement of funds related to an Oracle

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transaction must be pursuant to a duly authorized Oracle written contract with clearly defined procedures. No undisclosed or unrecorded fund or asset related to any Oracle transaction may be established or maintained for any purpose. You agree that any violation of this section constitutes just cause for the immediate termination by Oracle of this agreement without any liability incurred by Oracle to you. You will also indemnify and hold Oracle, Oracle Corporation, and subsidiaries, parents and affiliates harmless from any claims, losses and liabilities resulting from any breach of any of your obligations under this section. The obligations under this section shall survive the termination or expiration of this agreement and any distribution addendum.

N. Entire Agreement

You agree that this agreement and applicable distribution addenda and the information which is expressly incorporated into this agreement and applicable distribution addenda by written reference (including reference to information contained in an URL or referenced policy), together with the applicable order, are the complete agreement for each order that you place with Oracle for programs, hardware, learning credits, and/or services, and that this agreement supersedes all prior or contemporaneous agreements or representations, written or oral, regarding such programs, hardware, learning credits, and/or services. Moreover, you agree that any rights you may have to distribute learning credits under any Oracle PartnerNetwork Education Distribution Agreement shall be replaced and superceded by the rights to distribute learning credits under this agreement and the applicable distribution addendum. 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, any distribution addendum, and any order with Oracle 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, hardware, learning credits, and/or services ordered. This agreement, any distribution addendum, and any order with Oracle may not be modified and the rights and restrictions may not be altered or waived except in a writing signed or accepted online through an Oracle online ordering system by authorized representatives of you and of Oracle. Any notice required under this agreement or any distribution addendum shall be provided to the other party in writing.

O. Limitation of Liability

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E-signed 2014-11-14 12:15PM GMT+1

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A&C Director Benelux

