End User Terms for Oracle Software

These end user terms are entered into between Customer and Verizon and relates to Customer's use of Oracle Software.

BY USING THE ORACLE SOFTWARE PROVIDED BY VERIZON, CUSTOMER ACCEPTS THESE TERMS. IF CUSTOMER DOES NOT ACCEPT THEM, CUSTOMER MUST NOT USE THE ORACLE SOFTWARE.

1. Customer may use the Oracle Software only in connection with and on the services provided by Verizon. Customer may not directly or indirectly assign, give, transfer, provide an interest in, or distribute Oracle Software to any third party, individual or entity and Customer may not permit any third party, individual or entity to have access to and/or use Oracle Software, provided that, Customer may allow Customer's agents or contractors (including, without limitation, outsourcers) to use Oracle Software on Customer's behalf for the purposes set forth herein, provided further, that Customer accepts responsibility for such agent's, contractor's and outsourcer's compliance with these terms.

2. Customer may only use Oracle Software for the internal business operations of Customer.

3. Oracle or its licensors retains all ownership and intellectual property rights to Oracle Software.

4. Customer is prohibited from (a) using Oracle Software for purposes of rental, timesharing, subscription service, hosting, or outsourcing; (b) removing or modifying any Oracle Software markings or any notice of Oracle's or its licensors' proprietary rights; and (c) making Oracle Software available in any manner to any third party for use in the third party's business operations.

5. In its use of Oracle Software, Customer may not reverse engineer (unless required by law for interoperability), disassemble or decompile Oracle Software (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by Oracle Software) and Customer is prohibited from duplicating Oracle Software.

6. To the extent permitted by applicable law, Customer acknowledges and agrees that Oracle disclaims liability for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, and (b) any loss of profits, revenue, data or data use, arising from or relating to the use of Oracle Software.

7. Upon termination of the Agreement and/or the services, Customer shall discontinue use of Oracle Software and destroy or return to Verizon all copies of any Oracle Software or documentation provided by Verizon.

8. Customer may not publish any results of benchmark tests run on Oracle Software.

9. Customer shall comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither Oracle Software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

10. Customer acknowledges and agrees Verizon has informed Customer that Oracle Software is subject to a restricted license provided by Oracle to Verizon and such software can only be used in conjunction with Verizon's internet- based IT-infrastructure services.

11. Oracle is a third party beneficiary of this end user license agreement.

12. Oracle Software is excluded from the application of the Uniform Computer Information Transactions Act.

13. Customer acknowledges and agrees that where third party technology may be appropriate or necessary for use with some Oracle Software, such information is specified in the documentation provided by Verizon or as otherwise provided by Verizon and such third party technology is licensed to Customer only for use with Verizon's internet-based IT-infrastructure services under the terms of the third party license agreement specified in the documentation or as otherwise notified by Verizon and not under the terms of this end user agreement.