

Oracle Terms

These terms are supplemental to the terms with IFS. It is noted that ASFU licensing (Premium EE or Classic EE) is based on number of IFS Users, whereas FU licensing (SE 2 or EE) is based on number of users in combination with hardware configuration and processor licenses.

1. Definitions

The following terms shall have the following meanings as used in these terms:

1.1. "Oracle Application Specific Full Use Programs" (or "ASFU License") shall mean the Oracle software programs used in conjunction with and for the purpose of the Software for which a restricted use license is granted on the terms set out below. This is a third-party software product.

1.2. "Oracle Programs" shall mean any Oracle software programs to which Customer has been granted a license by IFS.

1.3. "End User License" shall mean a nonexclusive, non-transferable right for Customer to use an object code copy of the ASFU License on these terms, for internal use only and not for purposes of any further distribution.

1.4. "Oracle User" means all users (physical persons and devices) accessing the Oracle database. All Oracle Users must be licensed, regardless whether the individual is actively using the database at any given time.

2. Licenses

2.1 The standard Oracle Corporations global terms and conditions do not apply to the IFS ASFU license, the terms of which are specific to IFS. Any request directly to the Customer from a local Oracle affiliate to audit the use of Oracle ASFU, or contrary advice about Oracle licensing conditions, must be referred immediately to IFS and IFS will communicate directly with Oracle Corporation.

2.2 If the Customer is not licensing Oracle Programs from IFS, then the Customer agrees in accordance with IFS' instructions, to deliver a written statement confirming the existence of a valid license agreement approved by Oracle for use in conjunction with the Software hereunder.

2.3 Subject to as specified in the applicable Order Form and the due and timely payment of the applicable fees, Customer is granted a license to use the ASFU License for the applicable license term subject to the license terms with IFS as supplemented by the following terms:

2.3.1 In the event of a conflict between the license terms with IFS and these terms, with respect to use of the ASFU License, these terms and conditions will prevail.

2.3.2 Use of the ASFU License shall be permitted solely, expressly excluding all other purposes of any kind, for the internal business purposes of the Customer and its majority-owned subsidiaries (to the extent such entities remain majority-owned subsidiaries) and they agree to be bound by the terms, conditions and restrictions hereof, and provided that the Customer will remain responsible and liable for the due fulfilment, as well as any violation, of such terms, conditions and restrictions by each such majority-owned subsidiaries.

2.3.3 Customer may permit agents or contractors (including outsourcers) to use the ASFU License on the Customer's behalf for the Customer's internal business operations. Subject to as expressly agreed by IFS in writing, for Software modules that are specifically designed to facilitate interactions between the Customer and its customers and suppliers, the Customer may permit its customers and suppliers to use the ASFU License in furtherance of such interactions subject to complying with the applicable license as well as these terms. Customer shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the ASFU License and compliance with these terms.

2.3.4 Customer shall have the right to use an object code version of the ASFU License solely in conjunction with and within the scope of the Software.

2.3.5 Customer may not (nor enable or permit others to): (a) use or permit use of the Oracle Programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) and make the Oracle Programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license).

2.3.6 Customer may copy the Oracle Programs for archival or backup purposes, and make a sufficient number of copies for the specified use. All titles, trademarks, and copyright and restricted rights notices shall be reproduced in such copies.

2.3.7 Customer shall not cause or permit the reverse engineering (unless required by law for interoperability), disassembly, decompilation, translation, modification or adaptation of the Oracle Programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs). Customer shall not disclose results of any benchmark tests of the Oracle Programs to any third party without Oracle's prior written approval. Customer may not assign or otherwise transfer this license or the Oracle Programs.

2.3.8 Upon the expiry or termination of Customer's license to use the IFS Application Software and/or the ASFU License for whatever reason, Customer shall discontinue use of the ASFU License (including all copies thereof) and either destroy them or return them.

2.3.9 The Oracle Programs are the proprietary products of Oracle and are protected by copyright and other intellectual property laws. Customer acquires only the right to use Oracle Programs and does not acquire any rights, express or implied, in the Oracle Programs or media containing Oracle Programs other than those specified herein. Oracle, or its licensor, shall at all times retain all rights, ownership, title, interest, including patent rights and other intellectual property rights, in the Oracle Programs and media.

2.3.10 Customer will permit IFS to audit the Customer's use of the ASFU License, provide reasonable assistance in access to information in the course of such audit and permit IFS to report the audit results to Oracle Corporation.

2.3.11 The ASFU License may include some Oracle source code that is provided as part of the standard shipment, such source code shall be governed by the license terms with IFS and these terms. Third party technology that may be appropriate or necessary for use with the ASFU License is specified in the package documentation terms associated with the ASFU License and such third-party technology is licensed to the Customer for use only with the ASFU License and under the terms of the third-party license agreement specified in the ASFU License package documentation.

2.3.12 Customer accepts that Oracle disclaims, to the extent permitted by applicable law, Oracle's 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 the use of the Oracle Programs. Moreover, Oracle disclaims any liability to perform any obligations or incur any liability not specifically agreed to by Oracle.

2.3.13 The application of the Uniform Computer Transactions Act is excluded.

2.3.14 Oracle Corporation shall be designated as a third-party beneficiary for the purposes of the license terms with IFS and these terms.

3. Support and Maintenance

3.1. Subject to as specified in the applicable Order Form and payment of the applicable fees, IFS will provide support and maintenance services to Customer for the ASFU License, including, where applicable, making available new versions of the ASFU License to the Customer on suitable data media or via suitable electronic means of transmission, in accordance with the applicable support and maintenance terms and these terms. In the event of a conflict between the aforesaid terms and conditions with respect to support and maintenance of the ASFU License, these terms will prevail.