

**End User Agreement for Oracle Products**

(1) The use of the programs and/or hardware that are subject to the end user agreement are limited to the legal entity that executed the end user agreement.

(2) The use of the programs is restricted to the internal business operations of the end user.

(3) The use of the operating system delivered with the hardware is restricted to the terms of the license delivered with the hardware and only as incorporated in, and as part, of the hardware.

(4) The use of the integrated software and the integrated software options are to be in accordance with the terms of this end user agreement and the hardware documentation and only as incorporated in, and as part, of the hardware.

(5) Ancillary programs are defined as those third party materials specified in the program documentation, which may only be used for the purposes of installing or operating the programs with which the ancillary programs are delivered.

(6) Oracle or its licensor(s) retains all ownership and intellectual property rights to the programs, operating system, the integrated software, and integrated software options.

(7) Third party technology that may be appropriate or necessary for use with some Oracle programs and/or hardware is specified in the program documentation, readme files, notice files, installation details and/or hardware documentation and that such third party technology is licensed to the end user under the terms of the third party technology license agreement specified in the program documentation, readme files, notice files or installation details, and/or hardware documentation and not under the terms of the end user agreement.

(8) The hardware is not specifically designed, manufactured, or intended for use as parts, components, or assemblies for the planning, construction, maintenance, or operation of a nuclear facility and prohibit use of the hardware for these purposes.

(9) The end user is prohibited from assigning, giving, or transferring the programs, operating system, integrated software, integrated software options, and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs, operating system, integrated software, integrated software options, and/or any services, the secured party has no right to use or transfer the programs, operating system, integrated software, integrated software options, and/or any services). If the end user decides to finance its acquisition of the programs, operating system, integrated software, integrated software options, and/or any services, the end user must follow Oracle’s policies regarding financing which are available at http://oracle.com/contracts.

(10) The following are prohibited: (a) use of the programs for rental, leasing, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program or hardware markings or any notice of Oracle’s or its licensors’ proprietary rights; (c) making the 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); and (d) title to the programs, operating system, integrated software, and/or integrated software options from passing to the end user or any other party.

(11) The following is prohibited: the 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 material produced by programs), operating system, integrated software, and/or integrated software options and prohibit duplication of the programs, operating system, integrated software, and/or integrated software options except for a sufficient number of copies for the end user’s licensed use and one copy of each program media.

(12) The hardware, if purchased, includes Oracle’s hardware warranty in effect at the time the hardware is purchased and that Oracle’s hardware warranty can be accessed at http://www.oracle.com/support/policies.html.

(13) 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 programs are hereby disclaimed, to the extent not limited by applicable law.

(14) At the termination of the end user agreement, the end user is to discontinue use and destroy or return to all copies of the programs and program documentation to Eastwind.

(15) Oracle prohibits publication of any results of benchmark tests run on the programs and/or hardware.

(16) The end user must comply fully with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, the hardware nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.

(17) Oracle is not required to perform any obligations or incur any liability not previously agreed to.

(18) Eastwind may audit the end user’s use of the programs and require the end user to provide reasonable assistance and access to information in the course of such audit. This information may be reported to Oracle, and neither Eastwind nor Oracle shall be responsible for the end user’s costs incurred in cooperating with the audit.

(19) The end user agrees that the they have not relied on the future availability of any hardware,

programs or updates in entering into the end user agreement.

(20) Oracle is a third party beneficiary of the end user agreement.

(21) The application of the Uniform Computer Information Transactions Act is excluded

Signed and dated