



Purchase Order US110544706

Supplier Details:

Company OpenFabrics Inc
Contact
Address 548, Market Street
PMB57274
San Francisco
CA
94104
San Francisco
US

Submit your response to:

Company Oracle America, Inc.
Address 500 Oracle Parkway
Redwood Shores
California
94065
San Mateo
US
E-mail p2p-helpdesk_ww@oracle.com

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Order	US110544706
Order Date	01-NOV-2022
Change Order	0
Change Order Date	01-NOV-2022
Revision	0
Ordered	3,125.00 USD

Sold To
Oracle America, Inc.
500 Oracle Parkway
Redwood Shores
California
94065
San Mateo
US
94-2805249

Supplier **OpenFabrics Inc**
548, Market Street
PMB57274
San Francisco
CA
94104
San Francisco
US

Bill To
1001 Sunset Boulevard
Rocklin
CA
95765
Placer
US

Ship To **400 Oracle Parkway**
Redwood City
CA
94065
San Mateo
US

Notes USD = US Dollar

Customer Account Number	Payment Terms	Freight Terms	FOB	Shipping Method
	Net 45	Free on Board	DESTINATION	
				Deliver To Contact

Toni Martinez
E-mail: toni.martinez@oracle.com
Phone:

Line	Item	Price	Quantity	UOM	Ordered
1	Annual supporter membership, one year. Jan 1 2023 to Dec 31 2023	3,125.00			
	Ship To 400 Oracle Parkway Redwood City CA 94065 San Mateo	Promised 11/8/22 Requested 11/8/22			3,125.00

Line	Item	Price	Quantity	UOM	Ordered
	US				
	Requested and Promised Dates correspond to the date of arrival at the Ship-to Location.				
				Line Total	3,125.00
				Total	3,125.00

Definitions

For the purpose of these Terms and Conditions: Oracle shall mean Oracle America, Inc., located at the address listed in the Sold To address above and for itself (or as applicable, the Oracle America, Inc. subsidiary and/or affiliate operating in the country in which these Terms and Conditions are in force as a result of a Purchase Order being placed) and/or, as applicable, as agent for Oracle EMEA Ltd. and/or Oracle CAPAC Services Unlimited Company. The Supplier shall mean the person, firm, enterprise, or corporation to whom the Purchase Order is addressed. The Purchase Order shall mean the instructions given in the document referred to as "the Purchase Order", for the supply of goods or services, all appendices and attachments referenced and these Terms and Conditions. The Authorized Purchasing Department Signatory shall mean the designated representative of Oracle duly authorized to make such a commitment. Items shall mean the goods, licenses, equipment or Services (as specified on the front page hereof) to be provided under this Purchase Order.

1. Validity of Purchase Order

Only Purchase Orders, signed or authorized electronically by the Authorized Purchasing Department Signatory, on official Oracle Purchase Order forms or purchases via an authorized iProcurement method will be recognized.

2. Purchase Order.

Oracle hereby issues a Purchase Order for the Items to the Supplier specified on the front page hereof. Supplier shall not invoice this Purchase Order at higher prices than specified herein without Oracle's prior written consent. If price is omitted, the Items shall be billed at the price last quoted to Oracle or paid to Supplier by Oracle, or at the prevailing market price, whichever is lowest. Supplier shall not provide services under this Purchase Order using any individual who has been previously employed by Oracle as a regular full or part-time employee in the twenty-four (24) months immediately preceding the date Supplier begins to perform the services, without Oracle's prior written consent.

3. Amendments.

Prior to completion of the Purchase Order, Oracle, by a written notice at any time, may make changes in the specifications, designs or drawings, samples or other description to which the Items are to conform by providing Supplier with a written notification of the required amendments. If any such amendments cause an increase or decrease in the cost of, or the time required for, the performance of any part of the work under this Purchase Order, an equitable adjustment may be made in the price or delivery schedule, or both, and this Purchase Order will be modified in writing accordingly. Any claim by Supplier for an adjustment must be made in writing within thirty (30) days of the receipt of written notice of the changes from Oracle. Nothing in this clause shall excuse the Supplier from proceeding without delay to perform this Purchase Order as amended.

4. Packaging and packing.

Supplier shall properly package and pack the Items in containers to permit safe and secure transportation, to withstand rough handling during transportation and to reach their destination undamaged. Supplier shall also adhere to packaging requirements as specified by Oracle. All Items must be protected from dust, moisture, salt, climatic or any other factors from the time they leave the place of manufacture, until such time when they are received by Oracle at the designated site. A packing slip for each Purchase Order, itemized by container, shall accompany each delivery.

5. Delivery and provision of services.

Time is of the essence. Supplier shall deliver the Items, DDP, at the time and to the place specified in this Purchase Order. DDP means delivered duty paid as that expression is defined in the International Chamber of Commerce INCOTERMS 2000 Edition. Supplier shall deliver the Items at the time specified by Oracle in support of Oracle's 'Just in Time' processes. If no delivery date is specified, the Purchase Order shall be completed promptly and delivery will be made by the most expeditious form of transportation at no additional expense to Oracle. No concession with respect to delay in delivery, dispatch or completion will be construed as a waiver of Oracle's rights and remedies unless specifically agreed in writing. Oracle shall be entitled to cancel this Purchase Order should Supplier fail to deliver all of the Items required by the times specified and to claim damages for breach of contract. In the event the Items are delivered incorrectly or to the incorrect

destination, Supplier shall at its own expense collect and re-deliver the correct Items to the correct location and Supplier will be liable for any actual and reasonable costs and damages Oracle incurs owing to the incorrect delivery. Receipt of Items shall not be deemed as acceptance by Oracle of the same, but only that the Items have been provided.

6. Risk and title.

Supplier warrants that it holds title to the Items. Title and risk in the Items shall remain with the Supplier until they are delivered and accepted by Oracle, except where Oracle, for whatever reason, pays for the Items either in full or in part, in advance of the receipt, in which case title is deemed to have passed to Oracle, and the Supplier shall adequately insure Oracle's property in its possessions. Until installation, if applicable, and acceptance by Oracle, risk in the Items shall remain with the Supplier following full or partial payment of the Items.

7. Acceptance

All Items shall be subject to inspection and test by Oracle. If any of the Items ordered are found to be defective or not in conformity with the specifications of this Purchase Order, Oracle may at its option a) reject and return such goods at Supplier's expense or b) require Supplier to replace non-conforming goods with goods that conform to this Purchase Order. Oracle will have no payment obligation for any of the Items not accepted by Oracle.

8. Price

Prices specified in this Purchase Order shall remain firm and fixed.

9. Invoices

Supplier shall submit invoices only upon delivery of all Items or completion of all services as specified in the Purchase Order. Invoices shall contain the following information as applicable: Purchase Order number, line item number, part number and/or description of materials or service, quantity, unit of issue, unit price, and extended totals. Any applicable taxes shall be shown separately on the invoice. In addition, unless otherwise specified in this Purchase Order or any written agreement, Oracle shall not be obligated to pay Supplier for Items if Supplier presents the invoice for such Items to Oracle more than one-hundred eighty (180) days after the date the applicable fees are due. Invoices shall be sent to the invoice address indicated on this Purchase Order. Copies of invoices will not be accepted unless certified. As permitted by applicable laws and regulations, Supplier shall invoice Oracle electronically. Oracle will reject any invoice that does not include a valid Purchase Order number. Appropriate Withholding tax shall be deducted from each invoice payment.

10. Payment.

Payment and discount period shall be computed from the date of receipt of invoice. Oracle shall pay forty-five (45) days after its receipt of a valid and correctly submitted invoice, but no earlier than when such invoice is due. Payment shall be deemed to have been made on the date Oracle sends payment. Payment shall not constitute acceptance and will not waive or otherwise affect Oracle's right to inspect the Items or to reject such non-conforming Items. Adjustments shall be made by Oracle for rejected Items or for any over-payment due or, at Oracle's option, any such over-payment shall be promptly refunded by Supplier upon request.

11. Oracle Property Rights

All products, inventions, documents, writings, software (including modifications and documentation), and other materials prepared or produced by Supplier under this Purchase Order (collectively, the "Developments") shall be the sole and exclusive property of Oracle. Supplier agrees that the Developments shall be works made for hire to the extent permitted by applicable law, and that Oracle shall retain all copyright, patent, trade secret, trademark and any other intellectual property rights ("Intellectual Property Rights") in the Developments. In the event that any of the Developments do not qualify as works made for hire, Supplier hereby assigns to Oracle at no additional consideration all right, title and interest and all Intellectual Property Rights in such Developments and all extensions and renewals thereof. Supplier agrees to execute a written assignment of such rights in the Developments to Oracle and any other documents necessary for Oracle to establish, preserve, perfect or enforce its Intellectual Property Rights in the Developments if so requested by Oracle. Supplier hereby agrees not to assert at any time, and otherwise waives, any "moral rights" that Supplier may have in the Developments, and Supplier hereby assigns to Oracle all moral rights therein.

License Grant, Supplier Items: **(A)** Supplier grants to Oracle and its affiliates an irrevocable, non-exclusive, perpetual, world-wide, royalty-free, fully paid up, transferable license under Supplier's intellectual property rights to use, reproduce, compile, perform, display, demonstrate, market, sell import, export, modify, create derivative works, manufacture cause to

be manufactured, distribute, deliver, test and support software or firmware embodied in or provided for use with Supplier's Items and Services, and associated specifications, upgrades, updates, error corrections and test suites. **(B)** Solely with respect to commercially available Items purchased for resale to Oracle customers, paragraph 11 (A) is deleted in its entirety and is replaced by the following:

1. Supplier acknowledges and agrees that (i) Oracle may procure or install Items as a limited agent for customers of Oracle who may be the principal end users of Items or resell Items to their end user customers or other customers (collectively "Customers"); (ii) the Customers, not Oracle, are the "end users" of the Items purchased hereunder; (iii) unless Oracle otherwise agrees in writing, Supplier shall deliver and ship the Items directly to Customer at the address provided by Oracle; and (iv) Oracle shall have no express or implied obligation to provide any support services to any Customer for those Items purchased hereunder and to the extent that Supplier will provide support services, then Supplier is responsible for the execution and enforcement of Supplier support service terms with the Customer.

2. Supplier hereby agrees to (i) pass through to Oracle and Customers all applicable terms and conditions of the "Oracle Terms and Conditions of Purchase," including, but not limited to, all warranties offered by Supplier, defenses and indemnification, licenses and license terms (in the case of Items that consist of software applications) and remedies for breach with respect to Items that Oracle procures or installs on behalf of Customers; and (ii) cooperate with Oracle and Customers and work directly with Customers to resolve any issues that arise under warranty, defense and indemnification, licensing, and available remedies. Oracle, in its sole discretion, may, but is not obligated to, participate and help facilitate a timely resolution. Supplier further agrees to defend and indemnify Oracle against any and all liability or loss from any Customers or other third party claims related to any alleged defects in the Items, whether latent or patent, or from the failure of Items to comply with specifications. Supplier's delivery of the Items to Oracle or Customers constitutes acceptance of the Oracle Terms and Conditions of Purchase.

3. Oracle hereby agrees to pass through to Customers those license terms, warranty terms and remedies that Oracle receives from Supplier under the agreement regarding those Items that Oracle procures or installs on behalf of Customers hereunder (collectively, the "Pass Through Terms"). However, Supplier is responsible for execution and enforcement of Supplier's license terms with the Customer.

12. Warranty

Supplier represents that there exists no actual or potential conflict of interest concerning its obligations under this Purchase Order. Supplier represents that Supplier's performance under this Purchase Order does not require the breach of any agreement or obligation to keep in confidence the proprietary information of another party. Supplier will not bring to Oracle or use in the performance of Supplier's duties under this Purchase Order any materials or documents of another party considered confidential or proprietary unless Supplier has obtained written authorization from such party, and the informed consent of Oracle, for the possession and use of such materials.

Services Warranty. In addition, Supplier represents and warrants that services will be performed in a proper, workmanlike and professional manner with the degree of skill and care that is required by current, good and sound professional procedures. Further, Supplier represents and warrants that the Services shall be performed and completed in accordance with applicable specifications and shall be correct and appropriate for the purposes contemplated in this Purchase Order.**Software Warranty.** For each version of the software, Supplier represents and warrants that (a) Supplier is the sole and exclusive owner of the Supplier software and/or (b) Supplier has full and sufficient right, title, and authority to assign or grant the rights and/or licenses granted to Oracle under the Agreement; (c) the Supplier software has not been published under circumstances which have caused a loss of Intellectual Property Rights therein; and (d)(i) the Supplier software does not infringe any Intellectual Property Rights, privacy, publicity or similar rights of any third party, nor has any claim (whether or not embodied in an action, past or present) of such infringement been threatened or asserted, and no such claim is pending against Supplier; and (ii) to the best of Supplier's knowledge no claim of such infringement has been threatened, asserted and/or is pending against any entity from which Supplier has obtained such rights.

Item Warranty. In addition, Supplier represents and warrants that the Item(s) a) are merchantable and conform to applicable specifications, drawings, samples or other descriptions referenced on the face of this Purchase Order or on 'Just in Time' supply documentation; b) shall be free from defects in design, materials and workmanship; c) are free from all liens, claims, or encumbrances; d) do not infringe any patent, trademark, copyright or any other intellectual property right; e) are suitable for the purposes for which they are intended; f) will be new and will not be used, reconditioned, or refurbished; and g) if they contain electromagnetic equipment, such electromagnetic equipment will comply fully with all

necessary compatibility regulations. Supplier hereby agrees that it will make spare parts available for a period of five years from date of shipment at Suppliers' then current prices less applicable discounts.

In the event Oracle identifies a warranty problem with the Items during the warranty period, Oracle will promptly notify Supplier and Supplier shall within five (5) days of such notification, at Oracle's option either a) re-perform the services to Oracle's satisfaction, b) repair or replace the non-conforming or unsuitable Items, or c) refund Oracle the purchase price paid for such Item. All expenses associated with the return to Supplier of such Items and the delivery to Oracle of repaired or replacement Items shall be borne by Supplier. Unless otherwise agreed in writing, all Items shall be warranted as specified herein for a minimum period of twelve (12) months from acceptance by Oracle. Re-performed services and repaired or replaced Items shall be warranted an additional twelve (12) months, from the replacement date. The above warranties shall survive any delivery, acceptance, payment, termination or expiration of this Purchase Order and shall run to Oracle, its successors, assigns, customers and users of its products. These representations and warranties shall be in addition to any other conditions or warranties, written or oral, whether expressed or implied by statute or otherwise.

13. Quality Standards

Unless otherwise specified in this Purchase Order, the Items supplied must conform to ISO standards where such exist or other recognized standards applicable to print or software duplication or replication.

14. Indemnity

Supplier shall defend, indemnify and hold harmless Oracle, its officers, directors, employees and clients from any losses, liabilities, damages, demands, suits, causes of action, judgments, costs or expenses (including court costs and reasonable attorneys' fees) incurred by Oracle in connection with (i) any claim that the Items infringe or misappropriate a copyright, patent, trademark, trade secret, or any other intellectual property or proprietary right of any third party, (ii) Supplier's breach of warranty, negligence, willful misconduct, fraud, misrepresentation, or violation of law and (iii) any property damage, personal injury or death which results from the Items provided hereunder. Supplier agrees that Oracle shall have the right to control and participate in the defense of any such demand, suit or cause of action concerning matters that relate to Oracle, and that such suit will not be settled without Oracle's consent, which consent shall not be unreasonably withheld. If a final injunction against Oracle's use of the Items results from such a claim, suit or proceeding (or if Oracle reasonably believes such a claim is likely) Supplier shall, at its expense, and at the Oracle's sole option, a) obtain for Oracle the right to continue using the Items; or b) modify the Items so they become non infringing but functionally equivalent.

15. Insurance

Supplier shall be solely responsible for obtaining and maintaining appropriate insurance with the following minimum coverage:

General Liability:

Products Completed Operations: \$2,000,000

Personal & Advertising Injury: \$2,000,000

Each Occurrence: \$1,000,000

Aggregate: \$2,000,000

Premises Damage: \$1,000,000

Medical Expense: \$10,000

Automobile Liability:

Combined Single Limit: \$1,000,000

Excess Liability:

Each occurrence: \$5,000,000

Aggregate: \$5,000,000

Workers' Compensation: Statutory Limits

Employer's Liability: \$1,000,000

Professional Liability / Errors & Omissions: \$5,000,000

A Certificate of Insurance indicating such coverage shall be delivered to Oracle upon request. The Certificate should indicate that the policies will not be changed or terminated without at least 30 (thirty) day prior written notice to Oracle. Supplier shall insure all Items sent by Oracle to the Supplier for any purpose connected with this Purchase Order against loss or damage while in the Supplier's custody or control to the full extent of their value, and shall hold any insurance moneys payable in respect thereof in trust for Oracle.

16. Termination.

Oracle may terminate all or any part of this Purchase Order in the event of any default by Supplier. In addition, Oracle may terminate this Purchase Order at its discretion for any reason. Upon termination, Supplier shall deliver to Oracle such work in progress or completed Items as the authorized purchasing department representative may request. Oracle shall have no liability to Supplier beyond payment for Items accepted by Oracle's representative prior to Supplier's receipt of notice of termination and for such additional Items specifically requested in writing and accepted by Oracle.

17. Limitation of liability.

In no event whatsoever or howsoever arising, shall Oracle be liable to Supplier or any third party for any incidental, indirect, special, punitive or consequential loss or damages, or damages for any loss of profits, loss of revenue, loss of business or goodwill, data or data use arising out of or in connection with this Purchase Order, whether in an action in contract or tort (including negligence) or other legal theory, whether or not Oracle has been advised of the possibility of such losses and/or damages.

18. Confidentiality.

Supplier agrees to treat all Confidential Information as confidential information of Oracle, both during and after the term of this Agreement. "Confidential Information" means all information and material to which Supplier has access in connection with this Purchase Order including, but not limited to, (a) all Developments, (b) all software, documentation, financial, marketing and customer data and other business information, and (c) any other material or information that is either marked as confidential or is disclosed under circumstances that one would reasonably expect it to be confidential. Supplier agrees to use the Confidential Information received under this Purchase Order solely for the purposes of performing its obligations under this Purchase Order. Supplier will not duplicate any Confidential Information unless and only to the extent that such duplication is necessary to perform its obligations under this Purchase Order. Supplier will not disclose or make Confidential Information available to any third party, except as specifically authorized by Oracle in writing. All Confidential Information furnished to Supplier shall remain solely the property of Oracle. Supplier further agrees that all Confidential Information and any other information received from Oracle, including all copies in any form, shall be returned to Oracle upon completion or termination of this Purchase Order. Furthermore, Supplier will ensure that each of its employees, agents and subcontractors who perform under this Purchase Order are aware of the confidentiality obligations under this Purchase Order prior to performing hereunder and Supplier shall remain fully responsible for such employees, agents, and subcontractors' adherence to the provisions contained herein. Supplier agrees to comply at all times with the Oracle Supplier Information and Physical Security Standards (OSSS) which are subject to change at Oracle's discretion. The current version is available at <http://www.oracle.com/corporate/supplier/index.html>.

If Supplier will be processing or accessing the Personal Information of Oracle employees or Oracle customers, Supplier agrees to sign the most recent version of Oracle's Supplier Data Processing Agreement.

19. Assignment.

Supplier may not assign this Purchase Order without the prior written consent of Oracle. Any purported assignment without such written consent shall be null and void.

20. Compliance with laws.

Supplier agrees to comply fully with all applicable federal, state, or local laws, rules, or regulations, including but not limited to the laws and regulations concerning non-discrimination in employment and equal opportunity.

21. Environment, health and safety.

The Supplier agrees to comply at all times with the Oracle Contractor Safety Program, which is subject to change at Oracle's discretion. The current versions are available at <http://www.oracle.com/us/corporate/supplier/ehs-contractor-safety-program-2183644.pdf>.

22. Governing law

This Purchase Order shall be interpreted in accordance with the substantive and procedural laws of the State of California, without application of conflict of law principles. Any legal action or proceeding relating to this Purchase Order shall be instituted in any state or federal court in San Francisco or Santa Clara County, California. Supplier and Oracle agree to submit to the jurisdiction of, and agree that venue is proper in, the aforesaid courts in any such legal action or proceeding.

23. Publicity.

Supplier shall not make any statements to any third party regarding Oracle or otherwise publicize Oracle's use or licensing of the Items, unless such statements are approved in a writing signed by Oracle's Senior Vice President of Marketing.

24. Relationship of the parties.

No agency or partnership relationship is created between Supplier and Oracle as a result of the transaction which is the subject matter of this Purchase Order. The parties agree that Supplier is an independent contractor and, as such, Supplier is not a partner, agent, employee or principal of Oracle. Supplier will not act for or in the place of Oracle in Oracle's relations with third parties. Oracle is not responsible for withholding or deducting from the compensation of Supplier's employees, agents and subcontractors, any sums for federal or state income taxes, social security, unemployment compensation, medical, dental, workers' compensation or disability insurance coverage, pension or retirement plans or the like. Supplier specifically agrees to pay any and all federal and state taxes and other payments lawfully due in connection with the compensation received under this Purchase Order. The required evidences will be communicated and revised to the Supplier by Oracle separately.

25. Ethics.

Supplier shall not pay any commission, fees or grant any rebates to any employee, officer or agent of Oracle nor favor employees, officers or agents of Oracle with gifts or entertainment of significant cost or value, nor enter into any personal business arrangement with employees, officers or agents of Oracle other than as a representative of Oracle, without Oracle's prior written approval. Supplier agrees to comply at all times with the Oracle Supplier Information and Physical Security Standards (OSSS) and the Oracle Supplier Code of Ethics (OSCoE). In order to address evolving business risk, security standards and regulatory compliance requirements, Oracle may update the OSSS or OSCoE at its discretion. The current versions are available at <http://www.oracle.com/corporate/supplier/index.html>. Breach of this section shall entitle Oracle to terminate all Purchase Orders between the Supplier and Oracle forthwith.

26. Severability.

Any provision of this Purchase Order held to be invalid or unenforceable shall be deemed amended to conform to applicable laws or regulations, or if it cannot be so amended without materially altering the intention of the parties, it shall be stricken and the remainder of this Purchase Order shall remain in full force and effect.

27. Waiver

A waiver by either party of any default hereunder or of any term or condition of this Purchase Order shall not be deemed to be a continuing waiver or a waiver of any other default or any other term or condition.

28. Set-off and verification.

Oracle shall have the right at any time to set-off any amount owing from the Supplier to Oracle or affiliates against any amount payable by Oracle pursuant to the Purchase Order. Supplier shall keep and maintain appropriate records reflecting hours worked and costs and expenses incurred in connection with its performance of Services under this Agreement. At Oracle's written request, Supplier, within fifteen (15) days of Oracle's written request will make available to Oracle, sufficient access to its books and records in support of any invoice(s) issued by Supplier pertaining to Services provided under this Agreement, provided that: (i) Supplier shall have an obligation under this Section to provide Oracle only those records which are related to the specific Services for which Supplier issued the invoices in question, and (ii) such examination and audit must take place during the Supplier's regular business hours and will not reasonably interfere with the Supplier's business operations.

29. Notices

All notices under this Purchase Order shall be sent to a party at the respective address indicated in the front page hereof, or to such other address as such party shall have notified the other. All such notices so addressed shall be deemed duly given (a) upon delivery, if delivered by courier or by hand (against receipt); or (b) three (3) days after posting, if sent by certified or registered mail, return receipt requested. Any notice to Oracle must also include copies to: Oracle America, Inc., Corporate Procurement, 1001 Sunset Blvd, Rocklin, California 95765 and Oracle America, Inc., Legal Department, Attn: General Counsel, 500 Oracle Parkway, Redwood Shores, California 94065.

30. Entire agreement.

This Purchase Order and the written agreement, if any, between Supplier and Oracle governing this transaction shall constitute the entire agreement between the parties. No modifications may be made unless in writing and signed by both parties. The terms of this Purchase Order shall supersede any terms contained in any quote, acknowledgement, packing slip or other document sent by Supplier. If there is a conflict between a clause of this Purchase Order and a clause in a written agreement between Supplier and Oracle, the clause in the written agreement will supersede this Purchase Order.

31. Survival.

The obligations set forth in clauses 11, 12, 14, 15, and 17 through 31 shall survive any expiration or termination of this Purchase Order.

32. Supplier travel.

If applicable, any travel related expenses, must adhere to Oracle's then current Supplier Travel Guidelines. Any such expenses must first be approved in writing by an Authorized Purchasing Department Signatory.

33. Oracle Trademarks

a. Oracle Trademarks In Connection With Marketing and Event Services. If the goods and/or services provided by Supplier include event services, provision of exhibit space, advertising, marketing or comparable services, and Oracle is acting as an advertiser, sponsor, participant, or event producer, subject to the terms and conditions in this section, Supplier shall have the limited, non-transferable, non-sublicensable right to use Oracle's trademarks as provided and approved by Oracle solely to promote Oracle, Oracle's products and services, and/or Oracle's participation in and/or sponsorship of an event, and to fulfill Supplier's obligations under this Agreement. Unless otherwise directed by Oracle, Supplier shall submit all promotional materials on which Oracle trademarks are used to Oracle for its review and approval and Supplier shall not distribute or use these promotional materials in any manner without the prior written consent of Oracle's Vice President of Event Marketing or another Vice President of Oracle identified as Oracle's authorized representative.

b. No Customer Reference. Except as expressly set forth in Section 33 A which applies, for example, when Oracle is a sponsor or participant in Supplier's event, Supplier shall have no right to use Oracle's name or logo to reference Oracle as a customer, or to use or furnish any Oracle trademarks as a reference or in any advertising, announcement, press release, publicity or other promotional materials, unless Supplier submits a customer reference request which is approved in writing by the authorized Senior Vice President of Oracle in accordance with the internal Oracle Vendor Endorsement Policy. In the event that Supplier's customer reference request is duly approved, Supplier shall submit all proposed materials on which Oracle trademarks are used to Oracle for review and approval in Oracle's discretion, and Supplier shall not distribute

or use these materials in any manner without the prior written consent of Oracle's Senior Vice President.

c. General Trademark Provisions. Nothing in this Section # shall be deemed to give Supplier the authority to bind Oracle to any agreement or any obligation, or to attribute to Oracle any action or endorsement (including, without limitation, with respect to any Supplier products or services), without the prior written approval as set forth in Sections 33 A and 33 B.

Supplier acknowledges and agrees that any use of Oracle trademarks must be in compliance with Oracle's applicable trademark and corporate identity guidelines, and all goodwill shall inure to the benefit of Oracle. Supplier may access Oracle's trademark usage guidelines at: <http://www.oracle.com/us/legal/third-party-trademarks/index.html> and will be provided Oracle's applicable trademark and corporate identity guidelines upon request. Except for the usage rights set forth in this section 33, Supplier is not granted any other rights to Oracle trademarks, and acknowledges that it shall not gain any proprietary interest in Oracle trademark.

Supplier shall defend, indemnify, and hold harmless Oracle and its affiliates in connection with any third party claims or actions arising out of Supplier's unauthorized use of the Oracle trademarks. Oracle may terminate Supplier's right to use Oracle trademarks under this section (either in part or whole) immediately on notice, with or without cause. Such termination shall not terminate or otherwise affect this Agreement. Moreover, this permission shall terminate immediately upon termination or expiration of this Agreement or if Oracle stops using Supplier's products or services. Upon termination or expiration of this Agreement, Supplier shall immediately stop referencing Oracle as a customer and stop using the Oracle trademarks.

34. Oracle agency; items destined for Hillsboro and/or Sparc-related items; direct title passage.

For Items included in this Purchase Order that are destined for Oracle America, Inc.'s facilities in Hillsboro, Oregon and/or that are SPARC-related, Oracle America, Inc. is purchasing such Items for its own account and/or for the account of Oracle EMEA, Ltd. and/or for the account of Oracle CAPAC Services UC with the following current percentage allocation effective as of April 1, 2019: (1) 63% of items that Oracle America Inc. is purchasing for its own account; (2) 12% of items that Oracle America Inc. is purchasing for the account of Oracle EMEA Limited; and (3) 25% of items that Oracle America Inc. is purchasing for the account of Oracle CAPAC Services UC. Title shall pass directly to the entity for whose account the products are purchased.