

There are different Oracle database license Models for end users: (i) Application Specific Full Use License (ASFU) and (ii) Embedded Software Licenses (ESL) and (iii) Full Use Licenses (FU).

Programs: The term “programs” refers to (a) the software owned or distributed by Oracle (Oracle Database), (b) program documentation, and (c) any program updates acquired through technical support.

Application Package: The term “application package” refers to the WAMAS application, in which the programs are coupled with the application specific programs (ASFU) or are embedded (ESL) and distributed to an end user.

A.) For the Application Specific Full Use Licenses (ASFU) and the Embedded Software Licenses (ESL) the following conditions apply:

- (1) ASFU / ESL: The use of the programs is limited to the legal entity that executed the end user license agreement.
- (2) ASFU / ESL: The use of the programs is restricted to the scope of the application package and to the internal business operations of the end user. End users are allowed to permit agents or contractors (including, without limitation, outsourcers) to use the application package on the **applicable end user’s behalf for the end user’s internal business operations as described** above, subject to the terms of the end user license agreement. For an application package that includes programs that are specifically designed to facilitate interactions between the end **user and the end user’s customers and suppliers, the end user is allowed to permit its** customers and suppliers to use the application package in furtherance of such interactions subject to the end user license agreement. The end **user is responsible for its agent’s, contractor’s, outsourcer’s, customer’s and supplier’s** use of the application package and compliance with the end user license agreement.
- (3) ASFU / ESL: Oracle or its licensor retains all ownership and intellectual property rights to the programs.
- (4) ASFU / ESL: It is prohibited that the end user assigns, gives, or transfers the programs 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 and/or any services, the secured party has no right to use or transfer the programs and/or any services).
ESL only: The transfer of the programs is prohibited except for temporary transfer in the event of computer malfunction if the application package embeds the programs in a physical device.
- (5) ASFU / ESL: Further prohibited are (a) use of the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) the removal or modification of any program markings or any notice **of Oracle’s or its licensors’ proprietary rights; (c) the end user from 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 from passing to the end user or any other party.
- (6) ASFU / ESL: Further prohibited are 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 materials produced by programs) as well as the duplication of the programs except for a sufficient number of copies of each **program for the end user’s licensed use and one copy of each program media.**
- (7) ASFU / ESL: **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 programs is explicitly excluded.
- (8) ASFU / ESL: The end user shall, at the termination of the agreement, discontinue to use and destroy or return all copies of the programs and documentation.
- (9) ASFU / ESL: The publication of any results of benchmark tests run on the programs is prohibited.
- (10) ASFU / ESL: The end user 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 the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
- (11) ASFU / ESL: The end user is aware that the programs are subject to a restricted license and can only be used in conjunction with a WAMAS application package.

- (12) ASFU / ESL: Oracle is not obliged to perform any obligations or incur any liability not previously agreed to between SSI and Oracle.
- (13) ASFU / ESL: SSI is permitted to audit the end user's use of the programs, the end user is obligated to provide reasonable assistance and access to information in the course of such audit and SSI is allowed to report the audit results to Oracle and to assign the right to audit the end user's use of the programs to Oracle. If SSI assigns the right to audit to Oracle then Oracle shall not be responsible for any of SSI's or the end user's costs incurred in cooperating with the audit.
- (14) ASFU / ESL: Oracle is a third party beneficiary of this end user license agreement.
- (15) ASFU / ESL: The end user is aware that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.
- (16) ASFU / ESL: All third party technology that may be appropriate or necessary for use with some Oracle programs is specified in the application package documentation or as otherwise notified by SSI and such third party technology is licensed to the end user only for use with the application package under the terms of the third party license agreement specified in the application package documentation or as otherwise notified by SSI and not under the terms of the end user license agreement.
- (17) ASFU only: Programs cannot be modified for use with any third party application excluding interfaces that are provided from a WAMAS application.
ESL only: The end user is not allowed to access the oracle database directly. The end user must not modify the programs in any way. To transfer data the end user must use a predefined API of a WAMAS application only.

ASFU / ESL: The end user agrees that SSI shall have no responsibility for claims by Oracle arising out of, or relating to, an end user's infringement of contractual terms set forth above and/or set forth in WAMAS EULA. The end user shall indemnify and hold harmless SSI from and against any such claims of Oracle.

- B.) In case of Full Use License (FU), end user must conclude a separate license agreement directly with Oracle. ■