Oracle Supplier Network

Hosting Access Policies

Welcome to the Oracle Supplier Network (Oracle SN). Oracle SN service is an internet based electronic message transformation and routing platform for Oracle 11i Applications customers and their trading partners. Oracle provides this service to you subject to Oracle SN Terms of Temporary Use you have previously agreed to, and the following conditions, which may be updated by us from time to time without notice to you. You are responsible for ensuring your users' knowledge of, and compliance with, the terms and conditions set forth in each of these documents.

Subscription Term
Oracle SN pricing reflects a 12-month subscription term. (the "Subscription Term").

Oracle SN Fees
There are no fees currently associated with use of Oracle SN for the initial Subscription Term. Oracle reserves the right to charge for current and future capabilities of Oracle SN in the future.

Passwords and Security
You are responsible for maintaining the confidentiality of the password you are given to access the site, and you are fully responsible for all activities that occur under your password. You agree to notify us immediately of any unauthorized use of your password.

Privacy
Please review our privacy policy at http://www.oracle.com, which also governs your use of the site.

Personal Data
You are responsible for maintaining the confidentiality of any personal data stored on the Oracle SN site, and for complying with all applicable laws governing collection, storage, processing and transfer of such information. You authorize us to process data according to the Oracle SN Terms of Temporary Use and these Hosting Access Policies, and to accomplish any and all of the functions of this agreement. In operation of Oracle SN, we collect information that you send to Oracle SN including contact information, transaction delivery preferences and transaction data.

The contact information will be provided by you and will be used to contact your company with notices and other Oracle SN administrative services. In addition, your Company's name will be made available in the Oracle SN trading partner directory. If you choose to request a relationship with another company on Oracle SN, we will provide your company administrator's name and email address to the other company. Do not submit private home contact information.

We will only process personal data in accordance with the instructions received from you, and we will not process such data in a manner different than that necessary to carry out our obligations under this agreement. As the owner of the data, you are warranting that you have provided your users with all appropriate notices and have obtained all appropriate consents to transfer the data to us and allow its processing according to the terms of this agreement. Except as specified herein and in the Terms of Temporary Use, Oracle will not communicate or disclose such data to any third party, even for storage or conservation purposes.

Content
The site contains information, data, text, software and other materials that are protected by copyrights, trademarks, and other intellectual property rights ("Content"). Except as expressly

authorized, you agree not to copy, modify, delete, publish, transmit, participate in the transfer or sale of, create derivative works from, or in any way exploit any of the Content on the site. Oracle does not guarantee the accuracy, quality or usefulness of any Content on the site.

Third Party Web Sites, Content, Products and Services

The site provides links to Web sites and access to content, products and services from third parties, including users, advertisers, affiliates and sponsors. You agree that Oracle is not responsible for the availability of third party Web sites. You agree that Oracle is not responsible for third party content accessible through the site, including opinions, advice, statements and advertisements, and you understand that you bear all costs, risks and expenses associated with the use of such content. You should refer to the policies posted by other Web sites regarding privacy and other topics before you use them. If you choose to purchase any products or services from a third party, your relationship is directly with the third party. You agree that Oracle is not responsible for: (a) the quality of third party products or services; and (b) fulfilling any of the terms of your agreement with the seller, including delivery of products or services and warranty obligations related to purchased products or services. You agree that Oracle is not responsible for any loss or damage of any kind you may incur from dealing with any third party.

On-Line Conduct

You agree to use the site only for lawful purposes. You agree not to create any content or otherwise transmit any information or material that: (a) is false or misleading; (b) is harassing or invades another's privacy, harms minors in any way, or promotes bigotry, racism, hatred or harm against any group; (c) is obscene; (d) infringes another's rights, including, but not limited to, intellectual property rights; or,

(e) constitutes spam. You understand that all Content, whether publicly posted or privately transmitted, is the sole responsibility of the person from whom such Content originated. This means that you, not Oracle, are responsible for all Content that you upload, post, email or otherwise transmit.

Standard Hosting Offerings

Oracle will provide data center hosting facilities to support your remote access to the Oracle SN application. Oracle will define the hosting services network and systems architecture, and the specification of hardware and software requirements.

Standard Hardware

The Oracle standard server configuration is designed to deliver optimal performance. As part of the standard Oracle SN hosting offering, Oracle will configure additional middle-tiers and content servers, as necessary, to ensure scalability as additional customer users use Oracle SN.

Standard Network

The Oracle SN hosting network utilizes redundant firewalls configured to allow network traffic using the protocols, ports, and IP addresses originating from the customer router. The Oracle SN hosting network is configured to prevent data theft and unauthorized network access and includes measures to protect all data against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access. You are responsible for the acquisition, configuration, monitoring, maintenance and management of all hardware and software at your location, including LAN, computers, software, telecommunications, devices, and your network connection to Oracle. You must pay any fees associated with access to the network. Oracle is not responsible for the network connection or for issues, problems or conditions arising from or related to the network connection, including

but not limited to bandwidth issues, network outages, and/or any other conditions that are caused by the ISP and/or the network connection.

Standard Service
As part of the standard Oracle SN hosting offering, Oracle establishes the database and application code structure needed to facilitate hosting. A single 'account' is established for each registered user within the single instance of Oracle SN, which can be used for testing, development and production. Oracle will review and apply operating system patches Oracle identifies as critical to support the Oracle SN hosting infrastructure. Application patches are reviewed and applied on an as-required basis to the production environment in order to facilitate a consistent and reliable application environment. Oracle SN data is processed in Austin, Texas, U.S.A.

Support
Licensed Oracle Applications users that are registered users of Oracle SN and are current on Oracle Technical Support, may obtain technical support for Oracle SN through MetaLink, Oracle's web-based customer support system. To review Technical Support Policies, please refer to http://www.oracle.com/support/index.html?policies.html. Registered trading partners may submit issues and questions through the on-line web form ("Contact Us") on the Oracle SN site. You will receive a notification, via email, within one (1) business day from an Oracle representative regarding your submission.

Backup Policy
Standard backups to Oracle SN include full OS database, application, and all configuration pieces required to restore the Oracle SN installation. Production backups are done weekly, followed by two incremental OS backups to tape. Oracle SN will continue to be available and fully functional during the backup process. The

recovery of data, should it be necessary, may take approximately 8-20 hours.

Hosting Availability
Oracle SN hosting services are designed to be available 24 hours a day, 7 days a week, 365 days a year, except during weekly system maintenance. A weekly system maintenance period is scheduled to occur every Friday from 9:00 p.m. to 3:00 a.m. Pacific Standard Time. While this time slot is reserved, you will generally receive notification if the time is going to be used. In the event that emergency maintenance is required, Oracle will use commercially reasonable efforts to provide advance notification of the maintenance.

Confidentiality
By virtue of this agreement, the parties may have access to information that is confidential to one another ("Confidential Information"). Confidential Information shall be limited to data which is entered into the site, the terms and pricing under this agreement, and all information clearly identified as confidential. A party's Confidential Information shall not include information that (a) is or becomes a part of the public domain through no act or omission of the other party; (b) was in the other party's lawful possession prior to the disclosure and had not been obtained by the other party either directly or indirectly from the disclosing party; (c) is lawfully disclosed to the other party without restriction on disclosure; or (d) is independently developed by the other party. The parties agree to hold each other's Confidential Information in confidence during the term of this agreement and for a period of two years thereafter. The parties agree, unless required by law, not to make each other's Confidential Information available in any form to any third party for any purpose other than the implementation of this agreement. You retain all title, copyright, and other proprietary rights in and to your data which is entered into the

site. We will not be responsible for any loss, alteration, or inability to access or use such data, so long as we take commercially reasonable actions to prevent the same. We may compile statistical or performance information related to the operation of the site and service based on data from our customers, which information we may use for any purpose, provided that your Confidential Information will not be identified or disclosed.

Segmentation

You acknowledge that the Oracle SN hosting services acquired hereunder were bid by Oracle separately from any other products offered by Oracle. You understand that you have the right to acquire other Oracle products and services without acquiring the Oracle SN service , and that you have the right to acquire the Oracle SN service and other Oracle products and services separately.

Warranty Disclaimers and Exclusive Remedies

Except where expressly provided otherwise, the site, and all content, materials, information, software, documentation, products and services provided on or through Oracle SN are provided on an "AS IS" and "AS AVAILABLE" basis. Oracle expressly disclaims all warranties of any kind, whether express or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, non-infringement and any warranties arising from trade usage, course of dealing or course of performance. Oracle makes no warranty that: (a) the service or site will meet your requirements; (b) the service or site will be available on an uninterrupted, timely, secure, or error-free basis; (c) the results that may be obtained from the use of the site or any services offered through the site will be accurate or reliable, or (d) the quality of any products, services, information, or other material

purchased or obtained by you through the site will meet your expectations.

Any content, materials, information, software or documentation downloaded or otherwise obtained through the use of the site or service is done at your own discretion and risk. Oracle shall have no responsibility for any damage to your computer system or loss of data that results from the download of any content, materials, information, software or documentation.

Oracle may in its sole discretion add, delete, or change some or all of the service and site or functionality at any time without notice**.**

This provision will take precedence over similar provisions in the Oracle License Agreement to the extent such provisions cannot be reconciled.

Incident Recovery and Data Restoration

Oracle is prepared to expedite data recovery from backup media in the unlikely event of a system failure. Data restoration times will vary depending on the severity of the problem and backup tape location.

Termination

Either party may terminate Oracle SN Terms of Temporary Use agreement at any time, for any reason, without prior notice. If Oracle SN does not meet your satisfaction in any way, your sole recourse is to discontinue use of Oracle SN.

Contact Information

If you have any questions regarding these Hosting Access Policies, please contact Oracle SN via email at oexhelp_us@oracle.com.

These Hosting Access Policies are subject to change.

Oracle Corporation
World Headquarters