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1. OPEN-SOURCE COMPONENTS

The Licensed Programs may include open-source components. Whenever notices (such as acknowledgment, copies of licenses or attribution notice) are required by the original licensor, such notices are included in the Documentation or Program Directory (PDir) of the Licensed Programs.

Moreover, some open-source components may not be distributed and licensed under the terms of the Agreement but under the terms of their original licenses as set forth in the Documentation or Program Directory (PDir) of the Licensed Programs themselves.

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2. ADDITIONAL THIRD-PARTY TERMS

The following terms apply in addition to the Agreement:

Oracle

The following terms also apply if Customer is granted licenses of Oracle software:

1. The Oracle software licenses shall be used only in conjunction with the Licensed Programs.
2. Customer shall not publish the results of any benchmark tests run on the Oracle software.
3. Oracle or its licensor retains all ownership and intellectual property rights to Oracle software.
4. Oracle is a third-party beneficiary of the Agreement.
5. The parties agree to exclude the Agreement from the applicability of the Uniform Computer Information Transactions Act.
6. Some Oracle software may include source code that Oracle may provide as part of its standard shipment of Oracle software and such source code shall be governed by the Agreement.
7. Customer shall not assign, give or transfer the licenses of the Oracle software or the Oracle agreement insofar as it relates to the Oracle software or use the Oracle software for rental, timesharing, subscription service, hosting or outsourcing; make the Oracle software available in any manner to any third party for use in the third party's business operations.
8. Customer shall not remove or modify any program marking or any notice of Oracle's or its licensor's proprietary rights.
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10. Third-party technology may be appropriate or necessary for use with some Oracle software if specified in the Documentation. In such case, the third-party technology is licensed to Customer for use with the given Licensed Programs under the separate third-party terms.
11. Customer shall comply fully with all applicable export and import laws to assure that neither the Oracle software, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
12. Customer may not contact Oracle for support for Oracle software licensed through 3DS. Customer may not contact 3DS for support for Oracle software not licensed through 3DS.

3. EXCLUSIONS

The warranty and indemnification provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

NONE

The Support Services provided by 3DS under the Agreement are not applicable to third-party components listed hereunder:

NONE

