

ORACLE CORPORATION CANADA INC. SALES ORDER TERMS & CONDITIONS

1. Scope.

Unless otherwise agreed in writing, these Sales Order Terms & Conditions (the "Terms & Conditions") apply to sales of licenses to software products (the "Product") entered into by and between Oracle Corporation Canada Inc. ("Oracle") and you, the buyer of licenses to Oracle's Product (the "Buyer"). These Terms & Conditions and Oracle's applicable End User License Agreement (the "EULA"), which is included with each copy of the Product, along with the specific commercial terms of the order (specific software products purchased, quantity and price) set forth on the order form or Buyer's purchase order, constitute the complete and entire agreement between the parties relating to the subject matter hereof (the "Agreement"), and supersede any and all other terms, provisions or conditions, whether oral or written, including negotiations, prior quotations, and purchase orders (other than the list of specific software products purchased, quantity and price) between the parties. This Agreement may be modified only by a writing signed by an authorized representative of Oracle and of Buyer. In no event shall any terms (other than the list of specific software products purchased, quantity and price) set forth in any communication from Buyer (including in any purchase order) become part of this Agreement or become binding on Oracle even if Oracle signs an acknowledgement copy.

2. Orders.

A contract between Oracle and Buyer for Buyer's purchase of Product licenses shall be formed, as applicable, only upon (a) Buyer's consent to the terms and conditions of the EULA when Buyer elects to continue with the installation of the Product or (b) signature by Oracle and Buyer of this Agreement, as provided below, and Oracle's written acceptance of Buyer's order. Buyer may not cancel any order it has placed with Oracle.

3. Title and Delivery.

a) Oracle has made the Product licensed under this Agreement available to Buyer for electronic download at the electronic delivery web site located at the following Internet URL: <http://edelivery.oracle.com>. Through the Internet URL, Buyer can access and electronically download to Buyer's location the current production release, as of the Agreement effective date, of the Product licensed under this Agreement and the related User's Manual(s). Provided that Buyer has continuously maintained annual Maintenance for the Products licensed under this Agreement, Buyer may continue to download the Product licensed under this Agreement and the related User's Manual(s). Buyer is advised that not all Products are available on all hardware/operating system combinations. For current Product availability, Buyer must check the electronic delivery web site specified above. Oracle is under no further delivery obligation under this Agreement, electronic download or otherwise. Buyer shall be responsible for installation of the Products.

On the "Media Pack Search" screen of the electronic delivery web site specified above, Buyer will need to select "Oracle AutoVue" at the Product Pack menu, and then select the applicable AutoVue media pack.

c) Should delivery of all or any part of the Product (or any other obligation of Oracle) be delayed by events beyond Oracle's control, Oracle's time for performance shall be extended by the period of delay. Oracle may, at its option, cancel any order without liability. Buyer remains liable for deliveries already made.

4. Pricing/Taxes.

The price of the Product shall be as set forth in Oracle's then current price list in effect when Oracle prepares the price quotation for Buyer. Prices do not include freight, insurance, or other similar charges. Any such charges will be added to the price or separately invoiced to Buyer. Buyer may obtain maintenance and support services for the Product by contacting Oracle for the appropriate maintenance agreement, subject to the terms thereof and payment of maintenance and support fees. All prices quoted for Product are exclusive of applicable foreign, federal, state and local excise, sales, use, and similar taxes and duties. Such taxes, when applicable, will appear as separate additional items on the invoice unless Oracle receives a proper tax exemption certified from Buyer prior to shipment.

5. Payment.

Except as otherwise specifically designated on the invoice, payment shall be due and payable thirty (30) days from the date of the invoice. Oracle reserves the right at any time and in its sole discretion to change the amount of or to withdraw any credit extended under any terms to Buyer. Oracle may require full or partial payment in advance of any shipment of Product. Regardless of any statement appearing on a check in payment of such delinquency, Oracle's acceptance of such

check shall not constitute a waiver of Oracle's right to pursue the collection of any remaining balance. Oracle reserves the right to charge interest on late payments at the lesser of one and one half percent (1.5%) or the maximum rate allowable by law, together with Oracle's costs of collections, including attorneys' fees.

In entering into payment obligations under any ordering document, Buyer agrees and acknowledges that Buyer has not relied on the future availability of any program or updates.

6. Oracle's Limited Warranty and Disclaimer.

Oracle's limited warranty for Product and Buyer's sole remedies for any breach of warranty, together with additional conditions and disclaimers, are set forth in the EULA.

7. Advice/Training.

Buyer acknowledges that no installation, training, or education is contracted for or purchased hereunder unless specifically agreed to in writing. If Oracle offers or gives technical advice or performs any training in connection with the use of any Products, such advice or training will be provided only as an accommodation to Buyer, and Oracle shall have no responsibilities or liabilities whatsoever for the content or use of such advice or for any damages that may result from the use, support, maintenance, servicing, or alteration of the Products by an Oracle representative.

8. Use of the Products.

The EULA included with each copy of the Product shall govern Buyer's use of the Product and sets out other terms and conditions upon which the Product is being provided to Buyer by Oracle. The EULA is hereby incorporated by reference into these Terms & Conditions.

9. Notice.

All notices, authorizations, and requests shall be deemed given five (5) days after being deposited in the mail, postage prepaid, certified or registered, return receipt requested or one (1) day after being sent by overnight courier, charges prepaid, and addressed as set forth below or to such other address as the party to receive the notice or request so designates by written notice to the other.

INTENDING TO BE BOUND HEREBY, EACH PARTY HAS DULY EXECUTED THIS AGREEMENT, WHICH SHALL BE EFFECTIVE AS OF THE DATE SIGNED BY ORACLE BELOW.

Oracle Corporation Canada Inc.

400, Avenue Sainte-Croix, Bureau 200 Est
Montreal, Quebec H4N 3L4
CANADA

BUYER:

Address: _____
Address (cont'd.): _____
Country: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____