

# Oracle® Fusion Cloud EPM

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# 1

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Using Microsoft Software and Microsoft Content outside the Service. Microsoft may provide you with Microsoft Software or Microsoft Content through or as a part of the Services. Termination or suspension of this Agreement or of your use or access to the Services terminates your right to possess or use any such Microsoft Software or Microsoft Content unless separately licensed to you. The suspension or termination of a User Plan terminates that user's right to possess or use any such Microsoft Software or Microsoft Content associated with, or contingent upon that User Plan. You must delete all copies of such Microsoft Software or Microsoft Content licensed under this Agreement and destroy any associated media upon the termination of the associated possession or usage rights. This subsection does not apply to Microsoft Software addressed in subsection (b) below.

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Classroom Use. Accredited educational institutions, such as K-12 schools, universities, and private or public colleges may download and reproduce Microsoft Content for distribution in the classroom for educational purposes.

## 3. Security and privacy

Security. We maintain technical and organizational measures, internal controls, and data security routines intended to protect User Data against accidental loss or change, unauthorized disclosure or access, or unlawful destruction.

### Compliance with applicable laws; deletion of Personal Data

You must comply with all laws and regulations applicable to your use of the Services and all data and Content accessed through the Services including without limitation, laws related to privacy, biometric data, data protection, and confidentiality of communications.

Your use of the Services and Content is conditioned upon implementing and maintaining appropriate protections and measures for your service and application, and that includes your responsibility to the data obtained through the use of the Services.

You must: (a) implement and maintain privacy protections and measures in your products and services, including obtaining necessary consents prior to use of data (and obtain additional consent prior to changing use or purpose of data), and proper data retention periods, (b) comply with applicable notification requirements, (c) maintain and comply with a written privacy policy that describes your privacy practices regarding data and information you collect and use, and which is at least as protective of users as the Privacy Statement, (d) include an accessible link to your privacy policy within your application, and in any app store that so allows, and (e) obtain consent from end users that is sufficient for the purposes of your agreement with the end user prior to giving us information that you independently collected from them.

In addition to complying with your obligations under applicable law (including General Data Protection Regulation (GDPR) (EU) 2016/679) you will use current data. You may keep your data current by regularly refreshing the data, interfacing with a Microsoft API or Microsoft tool to maintain current data, or other processes that ensure changes to Microsoft data are accurately reflected.

Except as otherwise set forth herein, you will promptly delete all data and Content collected or processed through the Services, when: (a) a user abandons your application, uninstalls your application, closes their account with you, or otherwise abandons the account, or (b) you cease use of the Services. You may, however, keep aggregated data, provided that no information identifying a specific person could be inferred or created from such data and such actions otherwise comply with this Agreement and applicable law.

Unless you have a lawful basis for retaining Personal Data (as defined in the GDPR), you must delete all Personal Data accessed or processed through the Services within 30 days of receiving the data.

Compliance with law. We will comply with all laws applicable to our provision of the Services, including applicable security breach notification laws, but not including any laws applicable to you or your industry that are not generally applicable to information technology services providers. You will comply with all laws applicable to your User Data, and use of the Services, including any laws applicable to you or your industry.

Certifications and compliance. The Developer Services shall be subject to any security, privacy, and compliance practices specifically described for the Developer Services. These obligations do not apply to any other elements of the Services.

Monitoring; Audit. We may monitor your access and use of the Services (including applicable products and services, website, Content, and data) for purposes of monitoring your compliance with this Agreement. Further, your access and use of the Services and for five years after, you must, upon reasonable notice from Microsoft, permit Microsoft or its auditor, at Microsoft's cost, to conduct audits in connection with your use of the Services, to verify that your compliance with this Agreement. You must give Microsoft reasonable access to any personnel, premises, information, systems, books, and records relating to your use of the Services to enable Microsoft to conduct the audit. If requested, you must provide us with proof of your compliance with this Agreement.

#### 4. Customer accounts, customer conduct, and feedback

Account creation. If any of the Services requires you to open an account, you must complete the registration process by providing us with current, complete and accurate

information. You may not select an account user name or identifier that impersonates someone else, is or may be illegal, or may be protected by trademark or other proprietary rights, is vulgar or offensive or may cause confusion. We reserve the right to reject and/or reassign these user names and Service identifiers in our sole discretion.

Responsibility for your accounts. You are responsible for: any and all activities that occur under your account; maintaining the confidentiality of any non-public authentication credentials associated with your use of the Services; and promptly notifying our customer support team about any possible misuse of your accounts or authentication credentials, or any security incident related to the Services.

Your conduct and the availability of third-party content and links to third-party content. We have no obligation to monitor the content and communications of third parties on the Services; however, we reserve the right to review and remove any such materials posted to the Documentation Portals in our sole discretion. Third parties that participate on the Services are not authorized Microsoft spokespersons, and their views do not necessarily reflect those of Microsoft.

Submissions and feedback. We do not claim ownership of any Submission unless otherwise agreed to by the parties. However, by providing a Submission, you are irrevocably granting Microsoft and its affiliates the right to make, use, modify, distribute and otherwise commercialize the Submission in any way and for any purpose (including by granting the general public the right to use your Submissions in accordance with this Agreement, which may change over time). For Submissions provided to the Documentation Portals you further grant the right to publish specific identifying information detailed in the Privacy Statement in connection with your Submission. These rights are granted under all applicable intellectual property rights you own or control. No compensation will be paid with respect to the use of your Submissions. Microsoft is under no obligation to post or use any Submission, and Microsoft may remove any Submission at any time. By providing a Submission you warrant that you own or otherwise control all of the rights to your Submission and that your Submission is not subject to any rights of a third-party (including any personality or publicity rights of any person).

## 5. Termination and suspension

Your termination. You may terminate this Agreement at any time. If you have purchased access to Services through Microsoft Azure then you must pay any amounts due and owing.

Microsoft termination. We may terminate this Agreement, any rights granted herein, or your license to the Services, in our sole discretion at any time, for any reason.

Suspension. We may suspend or terminate your use of the Services if: (1) reasonably needed to prevent unauthorized access to User Data; (2) you fail to respond to a claim of alleged infringement within a reasonable time; or (3) you violate, or we reasonably suspect you have violated, this Agreement. We will attempt to suspend access to the minimum necessary part of the Services while the condition or need exists. We will give notice before we suspend or terminate, except where we reasonably believe we need to suspend or terminate immediately. If you do not fully address the reasons for the suspension within 60 days after we suspend, we may terminate this Agreement and delete your User Data without any retention period.

Termination for non-usage. We may suspend or terminate a Service account after a prolonged period of inactivity or for failing to respond to Microsoft communications. For Services, if you have a free account we may terminate this Agreement and/or delete any User Data automatically generated during the Services sign up process if you fail to upload or create any User Data within 90 days of your initial provisioning of the Service. We will provide you with notice prior to any account suspension or termination, or User Data deletion.

6. Warranties EXCEPT AS WARRANTED IN ACCOMPANYING TERMS, MICROSOFT AND ITS RESPECTIVE SUPPLIERS PROVIDE THE SERVICES (INCLUDING THE MICROSOFT CONTENT AND MICROSOFT SOFTWARE) <q>AS IS,</q> <q>WITH ALL FAULTS</q> AND <q>AS AVAILABLE.</q> YOU BEAR THE RISK OF USING IT. WE PROVIDE NO WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. YOU MAY HAVE ADDITIONAL RIGHTS UNDER YOUR LOCAL LAWS WHICH THIS AGREEMENT CANNOT CHANGE. THESE DISCLAIMERS WILL APPLY TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, INCLUDING APPLICATION TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

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7. Defense of claims

Defense. We will defend you against any claims made by an unaffiliated third-party that the Services or Software infringe its patent, copyright or trademark or makes unlawful use of its trade secret. You will defend us against any claims made by an unaffiliated third-party arising from (1) your misuse or your end user's misuse of the Services, Microsoft Content, or Microsoft Software; (2) your violation or your end user's violation of this Agreement; (3) any Content or data routed into or used with the Services, those acting on your behalf, or your end users.

Limitations. Our obligations in Section 7.1 will not apply to a claim or award based on: (1) User Data, Non-Microsoft Product, modifications you make to the Services, or materials you provide or make available as part of using the Services; (2) your combination of the Services with, or damages based upon the value of, a Non-Microsoft Product, data or business process; (3) your use of a Microsoft trademark without our express written consent, or your use of the Services after we notify you to stop due to a third-party claim; or (4) your redistribution of the Services to, or use for the benefit of, any unaffiliated third-party.

Remedies. If we reasonably believe that a claim under Section 7.1 may bar your use of the Services or Software, we will seek to: (1) obtain the right for you to keep using it; or (2) modify or replace it with a functional equivalent. If these options are not commercially reasonable, we may terminate your rights to use the Services or Software.

Obligations. Each party must notify the other promptly of a claim under this Section 7. The party seeking protection must (1) give the other sole control over the defense and settlement of the claim; and (2) give reasonable help in defending the claim. The party providing the protection will (1) reimburse the other for reasonable out-of-pocket expenses that it incurs in giving that help and (2) pay the amount of any resulting adverse final judgment (or settlement that the other consents to). The parties' respective rights to defense and payment of judgments or settlements under this Section 7 are in lieu of any common law or statutory indemnification rights or analogous rights, and each party waives such common law rights.

8. Limitation of liability

Limitation. The aggregate liability of each party under this Agreement is limited to direct damages up to the amount paid under this Agreement for the Developer Services giving rise to that liability during the 12 months before the liability arose, or for Services provided free of charge, Five Hundred United States dollars (\$500.00 USD).

EXCLUSION. NEITHER PARTY, NOR ITS SUPPLIERS WILL BE LIABLE FOR LOSS OF REVENUE, LOST PROFITS, OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE.

Exceptions to Limitations. The limits of liability in this Section 8 apply to the fullest extent permitted by applicable law, but do not apply to: (1) the parties' obligations under Section 7; or (2) breach of Sections 3.2 - 3.4 or violation of the other's intellectual property rights.

9. Miscellaneous

Reservation of Rights. All rights not expressly granted herein are reserved by Microsoft. You acknowledge that all intellectual property rights within the Services remain the property of Microsoft and nothing within this Agreement will act to transfer any of these intellectual property rights to you.

Notices. You must send notices by mail to: Microsoft One Microsoft Way Redmond, WA 98052 USA

You agree to receive electronic notices from us related to the Services, which will be sent by email to your specified end user or administrator contact information or presented to you in the Service experience. You must keep your contact information updated. Notices are effective on the date on the return receipt for mail, the date sent for email, and the date presented if within the Service experience.

Assignment and Delegation. You may not assign or delegate any rights or obligations under this Agreement either in whole or in part, including in connection with a change of control, except for an App ID, as set forth Section in 1.1. Any purported assignment and delegation by you shall be ineffective. We may freely assign or delegate all rights and obligations under this Agreement, fully or partially without notice to you.

Severability. If any part of this agreement is held unenforceable, the rest remains in full force and effect.

No Waiver. Failure to enforce any provision of this agreement will not constitute a waiver.

No agency. We are independent contractors. This agreement does not create an agency, partnership or joint venture.

No third-party beneficiaries. There are no third-party beneficiaries to this agreement.

Applicable law and venue. If you live in (or, if a business, your principal place of business is in) the United States, the laws of the state where you live (or, if a business, where your principal place of business is located) govern all claims, regardless of conflict of laws principles, except that the Federal Arbitration Act governs all provisions relating to arbitration. You and we irrevocably consent to the exclusive jurisdiction and venue of the state or federal courts in King County, Washington, for all disputes arising out of or relating to these Terms or the Services that are heard in court (excluding arbitration and small claims court).

Entire agreement. This agreement is the entire agreement concerning its subject matter and supersedes any prior or concurrent communications. Survival. 1.2, 2.3-2.6, 3.2, 3.5, 4.2, 4.4, 5, 6, 7, 8, 9, and 10, and all other definitions.

U.S. export jurisdiction. The Services are subject to U.S. export jurisdiction. You must comply with all applicable laws, including the U.S. Export Administration Regulations, the International Traffic in Arms Regulations, and end-user, end-use and destination restrictions issued by U.S. and other governments. For additional information, see Exporting Microsoft Products.

International availability. Availability of the Services, including specific features and language versions, varies by country. Force majeure. Neither party will be liable for any failure in performance due to causes beyond its reasonable control (such as fire, explosion, power blackout, earthquake, flood, severe storms, strike, embargo, labor



disputes, acts of civil or military authority, war, terrorism including cyber terrorism), acts of God, acts or omissions of Internet traffic carriers, actions or omissions of regulatory or governmental bodies (including the passage of laws or regulations or other acts of government that impact the delivery of Services).

**Modifications.** We may modify this agreement at any time with or without individual notice to you by posting a revised version on the legal information section of the Developer Services and Documentation Portals (or an alternate site we identify), or by notifying you in accordance with Section 9.b. Any modifications will be effective upon notice to you or posting. Your use of the Services after the changes become effective means you agree to the modifications to the Agreement. If you do not agree to the new Agreement, you must stop using the Services.

#### 10. Definitions

"Content" means documents, photographs, videos, data, and other graphical, textual, or audio-visual content. <q>Developer Services</q> means services we identify as governed by this Agreement.

"Developer Software" means Microsoft software we provide to you as part of the Developer Services for use with the Developer Services. "Documentation Portals" means the site available at <http://msdn.microsoft.com>, <http://technet.microsoft.com>, <https://docs.microsoft.com>, <https://developer.microsoft.com>, or at alternate sites we identify.

"Microsoft Content" means Content on the Services provided by Microsoft and its suppliers.

"Microsoft Software" means Microsoft software and computer code, including sample code and Developer Software.

"Non-Microsoft Product" is any software, data, service, website or other product licensed, sold or otherwise provided to you by an entity other than us, whether you obtained it via our Services or elsewhere.

"Offer Details" means the pricing and related terms applicable to paid Developer Services.

"Preview" means preview, beta, or other pre-release versions of the Developer Services or Developer Software offered by Microsoft.

"Services" means the Developer Services, Documentation Portals, and Microsoft Software we make available to you under this Agreement.

"Submissions" means Content, code, comments, feedback, suggestions, information or materials that you provide via the Documentation Portals or any Services for public access (rather than for your personal use or use by your authorized users). Submissions do not include User Data.

"User Plan" means a per-user based subscription, trial, or other Microsoft granted benefit that permits access to and account services for the Developer Services.

"we" and "us" means Microsoft. "you" and "your" means the person or entity accepting this Agreement to use the Services.

## Microsoft Fabric Assets License Agreement

This agreement is between you and/or the entity you represent ("Developer") and Microsoft Corporation ("Microsoft"), and governs your use of the Fabric Assets (defined below), (the "Agreement"). The Agreement and the license granted herein are subject to and conditional upon your compliance with these terms and the Microsoft Developer Agreement and the Microsoft Lifecycle Policy (as amended from time to time).

By downloading the Fabric Assets (defined below) from the Content Delivery Network, you represent and warrant to Microsoft that you have the authority to accept this Agreement on behalf of yourself, a company, and/or other entity, as applicable.

#### Fabric Assets License and Guidelines

1. License Grant. Microsoft grants to Developer, a non-exclusive, revocable, worldwide, non-assignable, non-transferable, royalty-free license to use the Fabric Assets (defined below) or a subset of them (e.g. the "Toolkit") exclusively for the following purposes:
  - a. In connection with the use of a Microsoft API within the development of a software application, website, or product you create or a service you offer designed to provide access or interact with a Microsoft service or application ("Application")
  - b. To illustrate that Application integrates with one or more Microsoft products and services.
2. "Fabric Assets" means
  - a. Segoe font
  - b. Microsoft Office icons
  - c. Microsoft Fabric icons
3. Microsoft Trademark & Brand Guidelines and the Fabric Visual Guidelines. Developer shall always comply with the specifications, standards and directions relating to the use of Microsoft's trademarks and brands set out in:
  - a. Microsoft Trademark & Brand Guidelines (as amended from time to time); and
  - b. Fabric Visual Guidelines (as amended from time to time) at Annex 1 (below).
4. Ownership of and Rights to the Fabric Assets. Developer acknowledges that Microsoft and its affiliates are the sole owners of the Fabric Assets, and all associated goodwill, and that
  - a. Microsoft and its affiliates retain all right, title, and interest in and to the Fabric Assets. Developer will not use the Fabric Assets in any manner that will diminish or otherwise damage Microsoft's goodwill in the Fabric Assets. Any goodwill derived from the use by Developer of the Fabric Assets shall accrue to Microsoft. Microsoft may, at any time, call for a document confirming the assignment of that goodwill and Developer shall immediately execute it. Developer agrees to rectify any specified misuses of the Fabric Assets promptly upon receiving written notice (including e-mail) from Microsoft.
5. Quality Control. Developer may use the Fabric Assets solely in connection with Application(s) that:
  - a. meets all terms of this Agreement;
  - b. complies with any technical specifications provided by Microsoft;
  - c. passes all tests that Microsoft may require relating to the quality, performance or compatibility of Application;
  - d. meets or exceeds standards of quality and performance generally accepted in the industry;
  - e. meets or exceeds the quality and performance of Applications distributed by Developer before the date of this License; and
  - f. complies with all applicable laws, rules, and regulations (collectively, the "Quality Standards").
  - g. Developer will cooperate with Microsoft to enable Microsoft to review Developer's use of the Fabric Assets and ensure that Application complies with the Quality Standards. Developer will promptly correct any improper use of the Fabric Assets and any Application that does not comply with the Quality Standards upon reasonable notice

from Microsoft. If Developer does not comply with the Quality Standards upon reasonable notice from Microsoft, Microsoft may immediately terminate the license.

6. **Reservation of Rights & Termination.** Microsoft reserves all rights not expressly granted herein. Microsoft may, in its sole discretion, terminate this Agreement at any time with immediate effect by giving written notice (including e-mail) to Developer and Microsoft shall not be liable to Developer for damages of any sort resulting from its decision to terminate this Agreement.
7. **7. Representations and Warranties.** Microsoft gives no warranty and makes no representation in or pursuant to this Agreement that the use of the Fabric Assets does not or will not infringe the rights of others.

#### Miscellaneous

1. **Jurisdiction/Choice of Law.** The Agreement will be governed by the laws of the State of Washington, and the parties agree to the exclusive jurisdiction and venue in the federal courts sitting in King County, Washington. If there is no federal subject matter jurisdiction, the parties agree to the exclusive jurisdiction and venue in the Superior Court of King County, Washington.
2. **Attorneys' fees.** If either Microsoft or Developer employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs, and other expenses, including the costs and fees incurred on appeal or in a bankruptcy or similar action.
3. **Entire agreement.** This Agreement is the entire agreement between the parties regarding its subject matter. It replaces all prior agreements, communications and representations between the parties regarding its subject matter.
4. **Variation.** Microsoft may at its discretion vary the terms of this Agreement at any time without notice.

#### Annex 1 – Fabric Visual Guidelines

Permissible uses of Fabric Assets include:

1. **Office app icons:** Many of the Office apps have new icons, and the rest will be updating over time. These new icons should replace any old ones, as soon as they become available. Since these new icons have multiple colors, we're also including monochromatic versions of them in positive and negative form (see below). Office app icons may be used as follows:
  - a. The full-color, positive version of the app icon on a background with sufficient contrast is always preferred, unless the context is using other, monochromatic, monoline, or reversed out icons, in which case you should use the monochromatic version in positive or negative form, to match the context.
  - b. The icons should be used primarily to link to or launch an app experience.
  - c. In instances where there is a lineup of products that are indicated with logos or icons, but they are not clickable, the icons may be used, with the full product name labeled in body copy below or alongside it, as in the example below.
  - d. When you want to present an Office Application as a logo, in a lineup of other logos to demonstrate your integration with various products, you should simply write the full product name in Segoe Semibold in its primary app color. For example: Microsoft SharePoint
2. In product experiences where file type icons are used to represent and/or launch Office files or Office app icons are used to launch Office apps. Full-color, positive Monochromatic, positive Monochromatic, negative

Non-permissible uses of Fabric Assets include:



1. Using Fabric Assets in any way that is contrary to the Microsoft Trademark and Brand Guidelines as amended from time to time
2. Using the Fabric Assets as branded elements in your marketing communications, i.e. in the name of your business, product, service, app, domain name, social media account, or other offering
3. Using the Fabric assets to represent your offerings and experiences - even those that are integrated with Microsoft products and services
4. Using outdated Microsoft trademarks, brands, icons, symbols or any other business indicators other than the Fabric Assets
5. Using Microsoft trademarks, brands, icons, symbols or any other business indicators licensed under this agreement more prominently than your product or service name
6. Using the Fabric Assets on or in relation to items of merchandise, whether sold or distributed at no cost (e.g. t-shirts, travel mugs, etc.)
7. Using the Fabric Assets in a way that implies affiliation with, or sponsorship, endorsement or approval by Microsoft, or in any way that would cause confusion about whether your Application is a Microsoft product or service
8. Altering, animating, or distorting the Fabric Assets or combining them with any other symbols, words, images or designs, or incorporating them into a tagline or slogan
9. As logos – defined as the icon with the name locked up horizontally with it in the same color font or the name or icon in a branded or decorative position (i.e. a corner).
10. In a sentence
11. In any way that is not covered in this document

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