

# Oracle® Public Safety

## Mobile End User License Agreement (iOS)



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Oracle Public Safety Mobile End User License Agreement (iOS),  
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# Contents

About This Content

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1 END USER LICENSE AGREEMENT

# About This Content

This document summarizes the changes to NetSuite for Government since the previous release. These release notes are subject to change.

## Audience

This guide is intended for anyone currently using Oracle NetSuite for Government.

## Documentation Accessibility

For information about Oracle's commitment to accessibility, visit the Oracle Accessibility Program website at <http://www.oracle.com/pls/topic/lookup?ctx=acc&id=docacc>.

## Access to Oracle Support

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## Conventions

The following text conventions are used in this document.

Convention	Meaning
<b>boldface</b>	Boldface type indicates graphical user interface elements associated with an action, or terms defined in text or the glossary.
<i>italic</i>	Italic type indicates book titles, emphasis, or placeholder variables for which you supply particular values.
monospace	Monospace type indicates commands within a paragraph, URLs, code in examples, text that appears on the screen, or text that you enter.

# 1

## END USER LICENSE AGREEMENT

**PLEASE SCROLL DOWN AND READ ALL OF THE FOLLOWING TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT (“Agreement”) CAREFULLY BEFORE CLICKING ON “AGREE” OR SIMILAR BUTTON OR INSTALLING or USING THE PROGRAM. THIS agreement IS A LEGALLY BINDING CONTRACT BETWEEN YOU AND ORACLE AMERICA, INC. THAT SETS FORTH THE TERMS AND CONDITIONS THAT GOVERN YOUR USE OF THE PROGRAM. BY CLICKING ON “AGREE” OR SIMILAR BUTTON OR BY INSTALLING AND/OR USING THE PROGRAM, YOU agree TO abide by ALL OF THE TERMS AND CONDITIONS STATED OR REFERENCED HEREIN. IF YOU DO NOT AGREE TO ABIDE BY THESE TERMS AND CONDITIONS, DO NOT CLICK ON “AGREE” OR SIMILAR BUTTON AND DO NOT INSTALL OR USE the Program. YOU MUST ACCEPT AND ABIDE BY THESE TERMS AND CONDITIONS AS PRESENTED TO YOU – ANY CHANGES, ADDITIONS OR DELETIONS BY YOU TO THESE TERMS AND CONDITIONS WILL NOT BE ACCEPTED BY ORACLE AND WILL NOT BE PART OF THIS AGREEMENT.**

“Oracle” refers to Oracle America, Inc., for and on behalf of itself and its subsidiaries and affiliates under common control. “You” and “Your” refer to the individual or entity that has agreed to use the program (as defined below) in accordance with this Agreement. “Apple” refers to Apple, Inc.. “Device” refers to the compatible Apple-branded product running the iOS operating system that You own or control. “Program” refers to the software application provided with this Agreement and any program documentation provided by Oracle and licensed to You subject to the terms and conditions of this Agreement. “Associated Product” refers to the separately licensed product or cloud service offering associated with the Program which You are an authorized user of pursuant to the terms of the Associated Product Agreement. “Associated Product Agreement” refers to the Oracle license or services agreement for the Associated Product.

This Agreement is governed by and construed in accordance with the substantive and procedural laws of the United States and the State of California, except that body of California law concerning conflicts of law. You and Oracle agree to submit to the exclusive jurisdiction of, and venue in, the courts of San Francisco or Santa Clara counties in California in any dispute arising out of or relating to this Agreement. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act do not apply to this Agreement.

### **Introduction**

Once installed and properly configured on Your Device, the Program will enable You to use Your Device to access the Associated Product as permitted by the Associated Product Agreement. Your use of the Program and the Associated Product is subject to the terms referenced herein, including the terms of the Associated Product Agreement.

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Subject to the terms set forth in this Agreement and the App Store Terms of Service, Oracle grants You a nonexclusive, nontransferable, nonsublicensable, revocable, limited right and license to install and run the Program on Your Device solely in connection with Your authorized use of the Associated Product.

Your use of the Associated Product is governed by the terms of the Associated Product Agreement. Your right to use the Program will cease upon the earlier of (i) the expiration, termination or suspension of the Associated Product Agreement, or (ii) the expiration, termination or suspension of Your status as an authorized user of the Associated Product. Oracle may audit Your use of the Program. You are not permitted to use the Program for any purpose other than in connection with Your authorized use of the Associated Product. You agree to comply with any applicable third party terms when using the Program.

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The Program may contain or use location-based services. If You enable, use or access such location-based services in connection with the Program, You hereby consent to the collection, transmission and use of Your location data by the Program. Information about the Program's collection and use of location data will be specified in the Program's About section; such use may include verifying or otherwise recording your location for the purposes specified in the Data Collection and Privacy section below.

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The Program may collect information about or from Your use of the Program, including information You provide directly or through automated means, such as geolocation (only if You choose to enable location-based services), Program usage, time stamp, Device and operating system identification, login credentials, device locale, or other information as outlined in Oracle's applicable [Privacy Policy](http://www.oracle.com/us/legal/privacy/index.html), available at <http://www.oracle.com/us/legal/privacy/index.html>. Images, audio, or video may be captured and uploaded in the event the Associated Product provides such functionality. To the extent the Program enables authentication services, the Program may also collect information on the security posture from Your Device such as device lock status and root status.

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To the extent that Oracle receives information in relation with its provision of the Associated Product or Program, Oracle may use this information for purposes specified in the applicable Privacy Policy, such as for providing the services specified under the Associated Product Agreement, enabling features or content based on or otherwise recording Your location, identity management, security, auditing, marketing, and product improvement.

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#### **TECHNICAL SUPPORT**

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#### **INDEMNIFICATION**

If a third party makes a claim against You that Your use of the Program as provided in this Agreement infringes its intellectual property rights, Oracle, at its sole cost and expense, will defend You against the claim and indemnify You from the damages, liabilities, costs and expenses awarded by the court to the third party claiming infringement or the settlement agreed to by Oracle, if You do the following:

- notify Oracle promptly in writing, not later than 30 days after You receive notice of the claim (or sooner if required by applicable law);
- give Oracle sole control of the defense and any settlement negotiations; and
- give Oracle the information, authority, and assistance it needs to defend against or settle the claim.

If Oracle believes or it is determined that the Program may have violated a third party's intellectual property rights, Oracle may choose to either modify the Program to be non-infringing (while substantially preserving its utility or functionality) or obtain a license to



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#### **END OF AGREEMENT**

You may terminate this Agreement by destroying all copies of the Program. Your right to use the Program shall end immediately if You fail to comply with any of the terms set forth in this Agreement, or as otherwise set forth in the "License" section above, in which case You shall destroy all copies of the Program. Except as expressly set forth in the Associated Product Agreement, the terms and conditions governing the Associated Product Agreement are not affected by the termination of Your right to use the Program under this Agreement. The provisions of this Agreement that by their nature continue shall survive any expiration or termination of this Agreement.

#### **RELATIONSHIP BETWEEN THE PARTIES**

The relationship between You and Oracle is that of licensee/licensor.

#### **ENTIRE AGREEMENT**

You agree that this Agreement is the complete agreement pertaining to the subject matter hereof (including references to information contained in a URL or referenced policy) and this Agreement supersedes all prior or contemporaneous written or oral agreements or representations existing between You and Oracle with respect to such subject matter. You acknowledge that the terms of this Agreement (including the license for the Program) are separate from the terms governing the Associated Product, and that this Agreement does not include the grant of any right to use the Associated Product. If any term of this Agreement is found to be invalid or unenforceable, the remaining provisions will remain effective. Oracle's failure to enforce any right or provisions in this Agreement will not constitute a waiver of such provision, or any other provision of this Agreement. If You are located in the province of Quebec, Canada, the following clause applies: The parties hereby confirm that they have requested that this Agreement and all related documents be drafted in English. Les parties ont exigé que le présent contrat et tous les documents connexes soient rédigés en anglais.

#### **ACKNOWLEDGMENTS**

Both parties acknowledge and agree that (i) this Agreement is solely between Oracle and You, and that Apple is not a party to this Agreement; (ii) Oracle is solely responsible for the Program and the content thereof; and (iii) Apple, and Apple's subsidiaries, are third party beneficiaries of this Agreement, and that, upon Your acceptance of the terms and conditions of this Agreement, Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against You as a third party beneficiary hereof.

#### **CONTACT INFORMATION**

For any questions, complaints or claims with respect to the Program, please contact Oracle at Global Customer Support at 1-800-633-0738, or online at <https://support.oracle.com>.

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