



Oracle PartnerNetwork
Partner Code of Conduct and
Business Ethics

I. APPLICABILITY

This Code is applicable to you as an Oracle Partner, your resellers, and to all personnel employed by or engaged to provide services to you (either “Partner” or “you”) throughout the world. Oracle Corporation and its subsidiaries (“Oracle”) require that you comply with all laws and regulations applicable to your business, wherever conducted, and with this Code. You must have a written company code of business ethics and business conduct that at a minimum incorporates the requirements of this Partner Code of Conduct and Business Ethics, and the laws applicable to your business, including laws applicable to business with governmental entities and laws applicable to dealing with government officials. You must make your Code available to your employees, conduct periodic training programs for your employees, and conduct periodic reviews to ensure your employees are complying with your code of conduct and this Partner Code of Conduct and Business Ethics.

II. COMPLIANCE WITH LAWS, REGULATIONS, AND BUSINESS CONDUCT PRACTICES

Compliance means not only observing the law, but also conducting corporate business in a way that recognizes your ethical responsibilities and fulfills them. Where local laws are less restrictive than this Code, you must comply with the Code, even if your conduct would otherwise be legal. On the other hand, if local laws are more restrictive than the Code, you must always, at a minimum, comply with those laws.

Oracle maintains open and frank business dealings with all Partners and strives to develop mutually advantageous relationships. Oracle expects you to adhere to high ethical standards and to avoid engaging in any activity that involves even the appearance of impropriety.

No Improper Payments or Economic Boycotts

You must not make or promise to make corrupt payments of money or anything of value, directly or indirectly, to any government or public international organization officials, political parties, or candidates for political office, or any company director, officer, employee, or agent of a commercial customer or supplier, for the purpose of obtaining or retaining business or securing any improper advantage.

You must not participate in any economic boycott not sanctioned by the United States Government. You must not provide information that could be construed to support any such unsanctioned boycotts.

Financial Integrity

You must accurately document all transactions related to your contract with Oracle and relevant order forms in your financial books, records, statements, and in reports and other documents provided to Oracle, and prevent side agreements, whether oral or written. The handling and disbursement of funds related to Oracle business transactions must be pursuant to a duly authorized written Oracle contract with clearly defined procedures. Documents must not be inappropriately altered or signed by

those lacking proper authority. No undisclosed or unrecorded fund or asset related to any Oracle transaction may be established or maintained for any purpose.

Your financial books, records, and statements shall properly document all assets and liabilities and accurately reflect all transactions of your company related to Oracle products and services, and your business records must be retained in accordance with record retention policies and all applicable laws and regulations.

Oracle's policy is to report its financial results and other significant developments fully, fairly, accurately, timely, and understandably. Oracle expects you to comply with this policy, and with all applicable laws and regulations.

All approval requests for non-standard discounts must be accurate and commercially justified. Margins derived from misleading and/or unjustified non-standard discounts are inappropriate, and may not be used to pay or otherwise reward an Oracle customer, employee, or other third party.

Placing an order with Oracle without the existence of a corresponding end user agreement (also known as “pre-loading” or “channel stuffing”) is not an acceptable Oracle business practice and is prohibited. Any request by an Oracle employee to do so must be immediately reported to the Oracle Legal Department. You may not allow an order to be placed with Oracle for the distribution of Oracle programs to an end user unless you have received an order from an end user for the programs or unless you otherwise have a specific authorized agreement or arrangement with Oracle.

Business Courtesies that May Be Extended

You must use discretion and care to ensure that expenditures on customers and on Oracle personnel or representatives are reasonable and in the ordinary and proper course of business and could not reasonably be construed as bribes or improper inducement or otherwise violate applicable laws and/or regulations. In no event should you offer or accept business meals or attend business functions at establishments featuring adult entertainment.

In any case, business courtesies offered cannot be construed as intended to influence the judgment of the recipient so as to secure unfair preferential treatment or gain improper advantage. A general guideline for evaluating whether a business courtesy is appropriate is whether public disclosure would be embarrassing to you, to Oracle, or to the recipient.

Business Courtesies that May Be Received

You are responsible for ensuring that acceptance of any business courtesies, gifts, or entertainment is proper and could not reasonably be construed as an attempt by the offering party to secure favorable treatment or otherwise violate applicable laws and/or regulations.

Antitrust And Competition Laws

Oracle is committed to observing rigorously the applicable antitrust or competition laws of all countries. Although these laws vary from country to country, they generally prohibit agreements or actions that reduce competition without benefiting consumers. They seek to protect the competitive process so that consumers receive the benefits of vigorous competition. Violations of antitrust or

competition laws may result in severe penalties, including large fines and jail terms. You must comply with these laws at all times.

You must not agree with any competitors to fix or control prices; structure or orchestrate bids to direct a contract to a certain competitor or reseller (bid rigging); boycott suppliers or customers; divide or allocate markets or customers; or limit the production or sale of products or product lines. Such agreements are against public policy and are against Oracle policy. You must not engage in discussions of such matters with Oracle, with other Oracle partners or representatives of other companies. In addition, you must refrain from discussions with competitors about (1) prices, (2) costs, (3) profits or profit margins, (4) production volumes, or (5) bids or quotes for a specific customer's business.

Certain sales tactics or other arrangements with customers or suppliers may also raise antitrust and competition law risks if they unfairly restrain or prevent competition (a) by your competitors or (b) among your customers. Examples of sales arrangements that have been found to violate the antitrust laws include pricing below cost, exclusive dealing contracts, bundled or tie-in sales, agreements with customers about resale prices, and charging different prices to competing customers. You should not enter into any such agreements or arrangements without having them reviewed and approved by the Oracle Legal Department.

You should be aware that, despite your location, the antitrust laws of the United States might be applicable to you because these laws apply to business operations and transactions related to imports to, or exports from, the United States.

Unfair methods of competition and deceptive practices are also prohibited. Examples of these include making false or misleading statements about your or Oracle's products or services, falsely disparaging an Oracle competitor or its products or services, making product or service claims without facts to substantiate them, or using Oracle's or another company's trademarks in a way that confuses the customer as to the source of the product or service.

Intellectual Property and Obligations of Confidentiality

Oracle respects the intellectual property rights of others and expects other companies to respect its intellectual property rights. You are responsible for protecting Oracle's intellectual property rights. An important element of such protection is maintaining the confidentiality of Oracle's trade secrets and proprietary information. You must respect the intellectual property of Oracle and not use Oracle's patented technology or reproduce copyrighted software, documentation, or other materials without written permission. In the course of working with or for Oracle, you must not use proprietary information, patented technology or copyrighted software, documentation, or other materials of third parties without authorization.

You must safeguard confidential information by not transferring, publishing, using, or disclosing it other than as necessary in the ordinary course of business or as directed or authorized by Oracle. You must observe applicable data privacy standards. Materials that contain confidential information or that are protected by privacy standards should be stored securely and shared only internally with those employees with a need to know. For example, confidential information may include, but is not limited to: source code, software, and other inventions or developments (regardless of the stage of development) developed or licensed by or for Oracle, marketing and sales plans, competitive analyses, product development plans, non-public pricing, potential contracts or acquisitions, business

and financial plans or forecasts, internal business processes and practices, and prospect, customer, and employee information.

Securities and Insider Trading Laws

You are expected to comply fully with applicable United States and local insider trading and securities laws governing transactions in the securities of Oracle. Securities include common stocks, bonds, derivatives (e.g. options, futures, and swaps), and other financial instruments.

United States federal and state securities laws and regulations prohibit you from using material, non-public information (also called “inside information”) for personal advantage and from disclosing this information to any other person before it is broadly available. You expose yourself and your company to civil and criminal liability if you or members of your immediate family trade in securities while you possess inside information or if you provide any person or entity with such information for their use in securities trading.

Material information is any information that a reasonable investor would consider important in a decision to buy, hold, or sell securities. It includes any information that could reasonably be expected to cause a change in the price of securities of Oracle or the securities of another company to which the information relates. Such information may include financial performance or significant changes in financial performance or liquidity (including forecasts); potential or ongoing major mergers, acquisitions, joint ventures, or divestiture; award or cancellation of a major contract; changes in key management; changes in auditors, knowledge of a qualification in an auditor’s opinion or report or any change in the ability to rely on prior auditor reports; actual or threatened significant litigation or investigations; and gain or loss of a substantial customer or supplier.

If you possess material, non-public information, you may not trade in Oracle securities or the securities of another company to which the information pertains. You may not engage in any other action to take advantage of or pass on to others (i.e., “tip”) material information gained through your relationship with Oracle until it has been disclosed to the general public, through a press release or otherwise; the press has disseminated it; and investors have had time to evaluate it. These restrictions also apply to spouses and family members.

Compliance With Export Laws

United States Export Control Laws govern all exports, re-export, and use of U.S.-origin commodities and technical data, wherever located. Oracle requires that you comply fully with all U.S. and applicable foreign and multilateral export laws. Failure to comply could result in the loss or restriction of your or Oracle's export privileges. Violation of these laws may also result in fines and imprisonment. You are responsible for understanding how the Export Control Laws apply and for conforming to these laws to ensure no data, information, program and/or materials resulting from services (or direct product thereof) will be exported, directly or indirectly, in violation of these laws, or will be used for any purpose prohibited by these laws.

Conflicts of Interest

The term “conflict of interest” describes any circumstance that could cast doubt on your ability to act with total objectivity with regard to the distribution of Oracle products and services. Oracle wants its Partners’ loyalty to be free from any conflicts of interest. Conflict of interest situations may arise in many ways. If you feel that you have an actual or potential conflict with Oracle or any of its employees you must report all pertinent details to Oracle.

Business And Employment Relationships

Oracle affirms the principle of equal employment and business opportunities without regard to any protected characteristic, including but not limited to: race, religion, national origin, color, gender, gender identity, age, disability, pregnancy, marital status, national origin/ancestry, military status, or sexual orientation. Oracle policy prohibits harassment in any form, and Oracle expects that you practice and promote a work environment free from harassment, as appropriate under local laws.

III. GENERAL CONTRACTING ISSUES

Oracle expects you and your employees to compete fairly and ethically for all business opportunities. Your employees who are involved in the sale or licensing of products/services, the negotiation of agreements, or the delivery of services to customers are expected to understand and honor the terms of contractual agreements. You must ensure that all statements, communications, and representations to customers are accurate and truthful as they relate to Oracle.

Dealing with Government

Oracle’s standards and the applicable laws for dealing with government employees and officials are more stringent than standards for commercial company employees

You must strictly observe the laws, rules, and regulations that govern the acquisition of goods and services by any governmental entity of any country and the performance of government contracts. Activities that may be appropriate when dealing with non-government customers may be improper and even illegal when dealing with government. If you deal with any governmental entity, including public international organizations, you are responsible for learning and complying with all rules that apply to government contracting and interactions with government officials and employees, including but not limited to the following requirements:

- You must not attempt to obtain, directly or indirectly, from any source, procurement-sensitive government information that is not publicly available or otherwise authorized for disclosure by the government, confidential internal government information, such as pre-award, source selection information, or any proprietary information of a competitor, including, for example, bid or proposal information, during the course of a procurement or in any other circumstances where there is reason to believe the release of such information is unauthorized.
- You must ensure the submission of accurate invoices to the government and comply with all laws regarding invoicing and payments.

- In dealing with government employees and officials, you shall not give or offer, either directly or indirectly, any gratuity, gift, favor, entertainment, loan, or anything of monetary value to any government official or employee except as may be permitted by applicable law. You shall establish appropriate internal controls and advance approval mechanisms over any such payments or gifts to or on behalf of government officials to ensure compliance with local country and U.S. laws.
- You shall not provide, attempt to provide, offer, or solicit a kickback, directly or indirectly, to obtain or reward favorable treatment in connection with any transaction.
- You shall not pay or enter any agreement to pay, directly or indirectly, a contingent fee to any party for the purposes of obtaining a government contract or influencing government action
- If you are selling or offering to sell commercial products to the United States Government, you should be familiar with and ensure compliance with the laws and regulations concerning the sales of commercial products and sales to government, and, if applicable to you, the Multiple Award Schedule (MAS) contracting regulations of the General Services Administration (GSA).

Lobbying of Government Officials

Lobbying is generally any activity that attempts to influence laws, regulations, policies, and rules. In certain jurisdictions, however, the legal definition of “lobbying” can also cover procurement and business development activity.

You may not lobby government on behalf of Oracle. Oracle will lobby and retain its own firms directly for government relations or lobbying on Oracle matters. Government relations consultants/lobbyists retained by you may not be used by Oracle outside of a separate contract with Oracle, nor may you use Oracle’s consultants/lobbyists for lobbying purposes outside a separate contract of your own. You may not be paid contingent fees or participate in the influence/referral fee program on any transaction involving a public sector end user (including public Higher Education, Healthcare, Tax, and Utilities).

You are responsible for understanding when your activities may legally be considered lobbying in a particular jurisdiction and complying with the applicable laws.

IV. REPORTING VIOLATIONS

Report to Oracle any conduct, including conduct of any Oracle employee, that you believe in good faith to be an actual, apparent, or potential violation of this Code. Prompt reporting of violations is in the best interest of everyone. Reports will be handled as confidentially as possible.

Oracle maintains an "open door" policy with regard to your questions, including any questions related to business conduct and ethics. To report an incident, you may contact your local Oracle legal counsel.

You may also call Oracle’s Compliance and Ethics Helpline at **800-679-7417**, toll-free, 24 hours a day, seven days a week. You may anonymously report an incident, where permitted by law, online at any time through the Oracle Incident Reporting Website, which is available at

<https://www.compliance-helpline.com/oracle.jsp>. Please note that certain restrictions might apply to Helpline reports in the European Union. A third-party, not Oracle, manages both the Helpline and Incident Reporting Website. The Helpline is staffed 24 hours a day, seven days a week, and the Incident Reporting Website is available for your use at any time.

V. ENFORCEMENT

The Partner Code of Conduct and Business Ethics places you and Oracle in the forefront with those corporations throughout the world that emphasize the importance of honest business conduct and solid business ethics. Our standards can be met only with your cooperation. Oracle trusts that you will recognize that you must adhere to the standards of this Code. Any violation of this Code will constitute the basis for the immediate termination of your distribution agreements with Oracle and the cancellation of any pending fees payable to you, pursuant to applicable laws and without any liability to Oracle.