

# **EXHIBIT 81**

## CUSTOMER CONNECTION TERMS OF USE

### Introduction

By using the Oracle Customer Connection Web-based technical support service ("Customer Connection"), Customer (hereinafter "you") agree to the following terms and conditions ("Customer Connection Terms of Use"), and to the Oracle.com Terms of Use, including without limitation Oracle's policies regarding use of Oracle's Trademarks and Logos; Use of Forums and Public Communications; and Third Party Web Sites, Content and Services. **These terms supplement the terms of your licensing or distribution agreement with Oracle and the terms of Oracle's Technical Support Policies.** In the event of a conflict between either your licensing or distribution agreement or the Oracle.com Terms of Use and the following terms, the terms below will control your use of and access to Customer Connection.

Through Customer Connection, you have access to various software/programs and other materials made available by Oracle now and in the future, including but not limited to bulletins, white papers, and other technical publications; information on product certification, product availability, and product desupport; the Oracle Bug Database; Support Cases that you have submitted; software patches; bulletin board and forum messages; and hyperlinks to Web sites not controlled by Oracle (the "Materials").

**You agree that access to Customer Connection, including access to the Support Case function, will be granted only to your designated Oracle technical support contacts and that the Materials may be used solely in support of your authorized use of the Oracle Programs for which you hold a supported license from Oracle. Unless specifically provided in your licensing or distribution agreement with Oracle, the Materials may not be used to provide services for or to third parties and may not be shared with or accessed by third parties.**

### WARRANTIES AND DISCLAIMERS

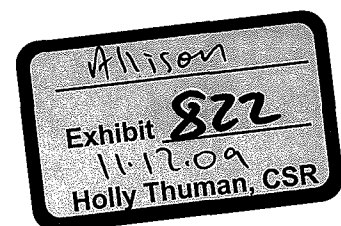
THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN CUSTOMER CONNECTION MAY BE OUT OF DATE OR INCLUDE OMISSIONS, INACCURACIES OR OTHER ERRORS. THE INFORMATION, SOFTWARE, PRODUCTS AND SERVICES CONTAINED IN CUSTOMER CONNECTION, INCLUDING THE MATERIALS, ARE PROVIDED "AS IS" AND WITHOUT WARRANTY. ORACLE DOES NOT WARRANT THAT THE INFORMATION IN THE MATERIALS IS UP TO DATE OR ERROR-FREE, NOR DOES IT PROVIDE ANY OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED IN LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE MATERIALS ARE NOT A PROGRAM OR DOCUMENTATION UNDER THE TERMS OF YOUR LICENSE AGREEMENT(S) WITH ORACLE.

IN NO EVENT SHALL ORACLE BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, REVENUE, DATA OR USE, INCURRED BY YOU OR ANY THIRD PARTY, WHETHER IN AN ACTION IN CONTRACT OR TORT, ARISING FROM YOUR ACCESS TO, OR USE OF, CUSTOMER CONNECTION OR ANY OTHER HYPERLINKED WEB SITE.

NOTWITHSTANDING THE FOREGOING, ORACLE'S RESPONSES TO SUPPORT CASES AND ANY PROGRAM UPDATES DISTRIBUTED THROUGH CUSTOMER CONNECTION ARE SUBJECT TO THE RELEVANT WARRANTIES AND EXCLUSIVE REMEDIES STATED IN THE LICENSING OR DISTRIBUTION AGREEMENT BETWEEN YOU AND ORACLE.

ORACLE RESERVES THE RIGHT TO MAKE CHANGES OR UPDATES TO CUSTOMER CONNECTION, THE MATERIALS, AND/OR THE PRODUCTS OR PROGRAMS DESCRIBED IN CUSTOMER CONNECTION AT ANY TIME WITHOUT NOTICE.

### Confidentiality



Except for information in Web sites controlled by third parties that are accessible via hyperlinks from Customer Connection, the information contained in the Materials is the confidential proprietary information of Oracle. You may not use, disclose, reproduce, transmit, or otherwise copy in any form or by any means the information contained in the Materials for any purpose, other than to support your authorized use of the Oracle Programs for which you hold a supported license from Oracle, without the prior written permission of Oracle. Oracle will take reasonable measures to keep third parties from obtaining unauthorized access to Support Cases that you submit using Customer Connection; however, Oracle does not guarantee that third parties will not have access to any information, comments, feedback, or materials that you submit to Oracle through or in association with Customer Connection.

Forums and Hyperlinks

Customer Connection may contain newsgroups, forums, bulletin boards, or other public forums ("Forums"). Oracle does not endorse (and has not necessarily reviewed) any communication made by any person (including Oracle employees) in any Forum. Customer Connection may contain hyperlinks to Web sites controlled by parties other than Oracle. Oracle is not responsible for and does not endorse the contents or use of these Web sites.

Export Compliance

You agree that you will comply with all United States export laws and that none of the information in the Materials will be exported, directly or indirectly, in violation of such laws.

Materials and Customer Connection Terms of Use Subject To Change Without Notice

The contents of the Materials are subject to frequent change without notice. As well, the Customer Connection Terms of Use may change without notice, and you agree to abide by the Customer Connection Terms of Use in effect each time that you access Customer Connection.

Right to Revoke and Monitor Access

Oracle retains the right to revoke access to the Materials at any time for any reason. Access to Customer Connection may be monitored by Oracle.

Oracle Corporation  
World Headquarters  
500 Oracle Parkway  
Redwood Shores, CA 94065  
USA  
Worldwide Inquiries:  
Phone (+1) 650.506.7000  
Fax (+1) 650.506.7200