EXHIBIT 84

Dockets.Justia.com

TERMS OF USE

Please read the following agreement. You may then accept or decline these terms by selecting one of the buttons at the bottom of the page.

LICENSING AGREEMENT

Your username and password are provided to you for your sole use in accessing this Server and are confidential information subject to your existing confidentiality agreement with Oracle | PeopleSoft. If you do not have a confidentiality agreement in effect with Oracle | PeopleSoft, you are hereby notified that your username and password are confidential information and may only be distributed to persons within your organization who have a legitimate business purpose for accessing the materials contained on this server in furtherance of your relationship with Oracle | PeopleSoft.

SOFTWARE UPDATES

Any software that is made available to download from this server ("Software") is the copyrighted work of Oracle | PeopleSoft and/or its affiliates or suppliers. All Software is confidential information of Oracle | PeopleSoft and its use and distribution is governed by the terms of the software license agreement that is in effect between you and Oracle | PeopleSoft ("License Agreement"). The Software is part of the Licensed Products under the License Agreement and may only be downloaded if a valid License Agreement is in place between you and Oracle | PeopleSoft. The Software is made available for downloading solely for use by licensed end users according to the License Agreement and any reproduction or redistribution of the Software not in accordance with the License Agreement is expressly prohibited.

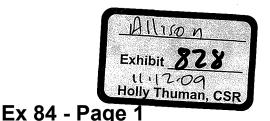
WITHOUT LIMITING THE FOREGOING, COPYING OR REPRODUCTION OF THE SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED.

YOU UNDERSTAND THAT THERE ARE THREATS KNOWN AS SOFTWARE VIRUSES AS WELL AS OTHER HARMFUL CODE. YOU FURTHER UNDERSTAND AND AGREE THAT THE NETWORK OVER WHICH YOU ARE DOWNLOADING THE SOFTWARE IS NOT SECURE, THAT THE SOFTWARE YOU ARE DOWNLOADING MAY BE CORRUPTED OR HAVE VIRUSES OR OTHER HARMFUL CODE INTRODUCED INTO IT, AND THAT PEOPLESOFT HAS NEITHER CONTROL NOR RIGHT OF CONTROL OVER THE NETWORK. THE SOFTWARE IS WARRANTED, IF AT ALL, ONLY ACCORDING TO THE TERMS OF THE LICENSE AGREEMENT.

U.S. GOVERNMENT ACQUISITION

This Section applies to all of this Server by or for the U.S. Federal Government. By your use, you accept and agree that the Software and any Documents qualifies as "Commercial Computer Software" and "Commercial Computer Software Documentation" respectively within the meaning of the applicable acquisition regulation(s). The terms and conditions of thisTerms of Use shall pertain to the Federal Government's use and disclosure of Software and Documents from this Server, and shall supersede any conflicting contractual terms or conditions. If you do not agree that the Software qualifies as Commercial Computer Software, or if these Terms of Use are inconsistent in any respect with Federal procurement law, you agree to return any downloaded Software and Documents, unused, to Oracle | PeopleSoft. The following additional

CONFIDENTIAL INFORMATION



statement applies only to procurements governed by DFARS Subpart 227.4 (1988): "Restricted Rights - Use, duplication and disclosure by the Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFARS 252.227-7013 (1988).

DOCUMENTS

Permission to use Documents (such as white papers, press releases, product or upgrade announcements, software action requests, datasheets and FAQs) from this server ("Server") is granted, provided that (1) the below copyright notice appears in all copies and that both the copyright notice and this permission notice appear, (2) use of such Documents from this Server is for informational and non-commercial or personal use only and will not be copied or posted on any network computer or broadcast in any media, and (3) no modifications of any Documents are made. Use for any other purpose is expressly prohibited.

Documents specified above do not include the design or layout of the Oracle | PeopleSoft website or any other Oracle | PeopleSoft owned, operated, licensed or controlled site. Elements of Oracle | PeopleSoft websites are protected by trade dress and other laws and may not be copied or imitated in whole or in part. No logo, graphic, sound or image from any Oracle PeopleSoft website may be copied or retransmitted unless expressly permitted by Oracle | PeopleSoft. PEOPLESOFT AND/OR ITS RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION CONTAINED IN THE DOCUMENTS PUBLISHED ON THIS SERVER FOR ANY PURPOSE, ALL SUCH DOCUMENTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. PEOPLESOFT AND/OR ITS RESPECTIVE SUPPLIERS HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION. INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. IN NO EVENT SHALL PEOPLESOFT AND/OR ITS RESPECTIVE SUPPLIERS BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF INFORMATION AVAILABLE FROM THIS SERVER. THE DOCUMENTS PUBLISHED ON THIS SERVER COULD INCLUDE TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. ALWAYS BACK UP YOUR APPLICATIONS AND DATA PRIOR TO USING ANY OF THE DOCUMENTS OR INFORMATION CONTAINED THEREIN, CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION HEREIN. PEOPLESOFT AND/OR ITS RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES IN THE PRODUCT(S) AND/OR THE PROGRAM(S) DESCRIBED HEREIN AT ANY TIME.

CONFIDENTIAL INFORMATION

ORCL00051975

Ex 84 - Page 2