EXHIBIT 85

- 1. Introduction and Acceptance of Terms of Use. PeopleSoft, Inc. ("PeopleSoft") offers you a wide range of content, communication tools, forums, and information about its products and services ("Materials") via this web site. By using this web site, you are agreeing to accept and comply with the terms and conditions of use as stated below ("Terms of Use"), which PeopleSoft may update at any time without notice. You should visit this page periodically to review the then-current Terms of Use. Please note that PeopleSoft may, at its sole discretion, terminate your access to this web site at any time without notice.
- 2. Limited Right to Use. This web site is owned and operated by PeopleSoft, Unless otherwise specified, all Materials on this web site are the property of PeopleSoft and are protected by the copyright laws of the United States and, throughout the world by the applicable copyright laws. You may, view, print and/or download one copy of the Materials from this web site on any single computer solely for your personal, informational, non-commercial use, provided you keep intact all copyright and other proprietary notices. No Materials published by PeopleSoft on this web site, in whole or in part, may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without prior written permission from PeopleSoft. The use of any such Materials on any other web site or networked computer environment or for any other purpose is strictly prohibited and such unauthorized use may violate copyright, trademark and other similar laws.
- 3. Communications. Except for any disclosure by you for technical support purposes, or as specified in our Privacy Statement, all communications from you to this web site will be considered non-confidential and non-proprietary. You agree that any and all comments, information, feedback and ideas regarding our company, products or services that you communicate to PeopleSoft ("Feedback") will be deemed, at the time of communication to PeopleSoft, the property of PeopleSoft, and PeopleSoft shall be entitled to full rights of ownership, including without limitation, unrestricted right to use or disclose such Feedback in any form, medium or technology now known or later developed, and for any purpose, commercial or otherwise, without compensation to you. You are solely responsible for the content of your communications and their legality under all laws and regulations. You agree not to use this web site to distribute, link to or solicit content that is defamatory, harassing, unlawful, libelous, harmful to minors, threatening, obscene, false, misleading, or infringing a third party intellectual or privacy rights.
- 4. Access to Password Protected or Secured Areas. Access to and use of password protected or secured areas of this web site, including without limitation, the Partner Connection, Customer Connection and Supplier Connection, is restricted to authorized users only. You will be asked to provide accurate and current information on all registration forms on this web site. You are solely responsible for maintaining the confidentiality of any username and password that you choose or is chosen by your web administrator on your behalf, to access this web site as well as any activity that occur under your username/password. You will not misuse or share your username or password, misrepresent your identity or your affiliation with an entity, impersonate any person or entity, or misstate the origin of any Materials you are exposed to through this web site. Furthermore, your access and use of the secured areas of this web site will be governed by additional Special Terms of Use and you are strongly advised to review such terms prior to accessing or using those secured areas. If you violate your obligations under this section, you may be subject to prosecution.
- 5. **Monitoring**. Although PeopleSoft is not obligated to do so, it will have the right to review your communications on this web site to determine whether you comply with our Terms of Use. PeopleSoft will not have any liability or responsibility for the content of any communications you post to this web site, or for any errors or violations of any laws or regulations by you. PeopleSoft will comply with any court order in disclosing the identity of any person posting communications on this web site. It is advisable that you review our Privacy Policy before posting any such communications. Please note that when you conduct transactions with other companies providing content via this web site, you will also be subject to their privacy policies.
- 6. Links to Other Sites. The linked sites are not under the control of PeopleSoft and PeopleSoft is not responsible for the content of any linked site or any link contained in a linked site. PeopleSoft reserves the right to terminate any link at any time. PeopleSoft may provide links from this web site to other sites as a

convenience to you and in no way should this be interpreted as an endorsement of any company, content or products to which it links. If you decide to access any of the third party sites linked to this web site, you do this entirely at your own risk. PEOPLESOFT DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, TO ANY SUCH LINKED SITES, INCLUDING BUT NOT LIMITED TO ANY TERMS AS TO THE ACCURACY, OWNERSHIP, VALIDITY OR LEGALITY OF ANY CONTENT OF A LINKED SITE.

- 7. **Trademarks**. The trademarks, service marks and logos of PeopleSoft and others used in this web site ("Trademarks") are the property of PeopleSoft and their respective owners. You have no right to use any such Trademarks, and nothing contained in this web site or the Terms of Use grants any right to use (by implication, waiver, estoppel or otherwise) any Trademarks without the prior written permission of PeopleSoft or the respective owner.
- 8. Indemnity. You agree to indemnify, defend and hold PeopleSoft harmless from and against any and all third party claims, liabilities, damages, losses or expenses (including reasonable attorney's fees and costs) arising out of, based on or in connection with your access and/or use of this web site.
- 9. Limitation of Liability. IN NO EVENT SHALL PEOPLESOFT OR ITS SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS WEB SITE OR ANY LINKED SITE, DAMAGES RESULTING FROM USE OF OR RELIANCE ON THE INFORMATION OR MATERIALS PRESENTED ON THIS WEB SITE, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR ANY OTHER LEGAL THEORY EVEN IF PEOPLESOFT OR ITS SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. **Disclaimer**. PeopleSoft assumes no responsibility for accuracy, correctness, timeliness, or content of the Materials provided on this web site. You should not assume that the Materials on this web site are continuously updated or otherwise contain current information. PeopleSoft is not responsible for supplying content or materials from the web site that have expired or have been removed. THE MATERIALS PROVIDED AT THIS WEB SITE ARE PROVIDED "AS IS" AND ANY WARRANTY (EXPRESS OR IMPLIED), CONDITION OR OTHER TERM OF ANY KIND, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTIBILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OR TITLE IS HEREBY EXCLUDED.
- 11. Export Restrictions. The United States export control laws and regulations, including the Export Administration Regulations of the U.S. Department of Commerce, and other applicable laws and regulations apply to this web site which prohibit the export or re-export of content, products, services, and technology to certain countries and persons. You agree to comply with all export laws, regulations and restrictions of the United States and any foreign agency or authority and assume sole responsibility for any such unauthorized exportation.
- 12. **Applicable Laws**. All matters relating to your access and use of this web site shall be governed by the federal laws of the United States and the laws of the State of California. Exclusive jurisdiction and venue of any actions arising out of, or relating to or in any way connected with your access and/or use of this web site shall be in Santa Clara County, California if in state court and in the Northern District of California if in Federal Court.
- 13. **General**. If you have any questions regarding the Terms of Use, please contact PeopleSoft at legaldepartment@peoplesoft.com. For other general questions, please refer to our Contact Us page. Customers, partners and suppliers, please read our Special Terms of Use.