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17.8 The following additional terms and conditions apply to Your use of the Oracle Software: (i) You may not publish any results of benchmark tests run on the Oracle Software and (ii) the terms and conditions of the Uniform Computer Information Transaction Act (UCITA) are hereby expressly disclaimed and shall not have any applicability with respect to the interpretation of this License Agreement.

17.9 The following additional terms and conditions apply to Your use of the AIM Service Client Plug-In distributed with the Licensed Software ("AIM Plug-In"): (i) The AIM Plug-In is licensed to You by Symantec as part of the Licensed Software; for further information on AIM-enabled applications, refer to the "AIM® Enabled" webpage at <http://dev.aol.com/aim/aimenabled>; (ii) AOL does not provide any warranties for the AIM Plug-In and expressly disclaims all implied or express warranties, including the implied warranties of merchantability, accuracy, fitness for a particular purpose and non-infringement, in connection with the use or operation of the AOL Plug-In alone or in combination with the Licensed Software; (iii) AOL disclaims all liability for any service interruptions or the discontinuation of the AIM Service and the inability to access the AOL Messaging Network to the maximum extent permitted by law, even if You or Symantec have been advised such damages might occur; (iv) You may not take any actions that (a) create, or purport to create, any obligation on behalf of AOL, or (b) grant, or purport to grant, any rights or immunities to any third party under AOL's intellectual property rights or its other proprietary rights; and (v) AOL's collection of data via the AOL Messaging Network, if applicable, is subject to AOL Messaging Network privacy policies available at [http://about.aol.com/aolnetwork/mem\\_policy](http://about.aol.com/aolnetwork/mem_policy) and [http://about.aol.com/aolnetwork/aol\\_pp](http://about.aol.com/aolnetwork/aol_pp).

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