



Option I: GSA VAR Contract Incorporates Cooperative Purchasing:

Whether incorporating into your GSA Schedule Pricelist or as a link on your website, you must include the following statement:

For these License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2E and any subsequent revision) to place orders off this GSA Schedule contract. In addition, the term “ordering activity” includes state and local government entities authorized through Cooperative Purchasing (GSAM Subpart 538.70) to place orders off this GSA Schedule Contract.

Option II: GSA VAR Contract Does Not Incorporate Cooperative Purchasing:

Whether incorporating into your GSA Schedule Pricelist or as a link on your website, you must include the following statement:

For these License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2E and any subsequent revision) to place orders off this GSA Schedule contract.

License Definitions and Rules (v12180901509)

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Instance (App Instance): is defined as each individual installation of an application (each an Application Instance) that you may integrate using the programs. Each program identified as a “2 Instance” program provides you the right to implement the particular program to integrate two Application Instances. Each program identified as an “Addnl Instance” program provides you the right to implement the particular program to integrate one additional Application Instance.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12-month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

\$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Customer: is defined as the customer entity specified on ~~the ordering document~~ [your order](#). The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12-month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12-month period. You may not exceed the licensed number of expense reports during any 12-month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

\$M Freight Under Management: is defined as one million US Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Guest Room: is defined as the number of guest rooms managed by the program.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12-month period. You may not exceed the licensed number of Invoice Lines during any 12-month period unless you acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

\$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

~~**Membership:** is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is accessing the hosted service at any given time.~~

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM Websphere Portal and Provisioning Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing for Web Applications, Load Testing for Web Applications Developer Edition, Load Testing Accelerator for Web Services, and Load Testing Accelerator for Siebel, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted when determining the number of Named User Plus licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (a) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Order Line: is defined as the total number of order entry line items processed by the program during a 12-month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12-month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12-month period. You may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM Websphere Portal and Provisioning Pack, only the processors on which the program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Program Documentation: is defined as the program user manual and program installation manuals.

\$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

Registered User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

Retail Register: is defined as any device designed to record any part of a sales transaction.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

~~**Rule Set:** is defined as a data rules file containing content for a given country in order to perform data quality functions optimized for that country.~~

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12-month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12-month period unless you acquire additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals

Technical Reference Manuals (“TRMs”) are Oracle’s confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit

the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

~~**Trading Partner:** is defined as an end user of a business to business (B2B) hub.~~

SB in Total Assets: is defined as one billion US dollars of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12-month period. You may not exceed the licensed number of transactions during a 12-month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK Module: is defined as the functional software component described in the product documentation

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition, Business Intelligence (Standard Edition or Standard Edition One), WebLogic (Server Standard Edition, Server Enterprise Edition, Suite, Suite Options or Application Grid), Tuxedo and Adapters, Oracle Enterprise Repository, Entitlements Server, Entitlements Server Security Module, Directory Services, Identity Federation, Oracle Essbase Plus and those programs with “BEA” in the program name includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management

Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
WebLogic Application Grid	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor

Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the times the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
<p>Database Enterprise Edition Options*- Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Data Profiling and Quality, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall</p> <p>Database Enterprise Management*- Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack for Oracle Database, Provisioning and Patch Automation Pack for Database, Data Masking Pack</p>	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options* - TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options** - BPEL Process Manager Option, Service Bus, SOA Suite for Non Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management** - Diagnostics Pack for Oracle Middleware, Configuration Management Pack for Oracle Fusion Middleware, Provisioning and Patch Automation Pack for Oracle Middleware, Management Pack Plus for SOA, Composite Application Performance Management Pack	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Business Intelligence Server Enterprise Edition Options - Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition

Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

Licensing Rules for JD Edwards Applications

- The JD Edwards EnterpriseOne programs include Adobe PDF Library. The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE
- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Java Edition; Oracle Application Server Portal; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Integration B2B; Oracle Business Intelligence Discoverer; Oracle Application Server Single Sign-On; Oracle Application Server Web Cache. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

For the purpose of using XML Publisher, Oracle will include a limited use license of XML Publisher for use with JD Edwards EnterpriseOne programs. Any use of XML Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of XML Publisher. XML Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- Oracle Policy Automation may not be licensed for or used on IBM System z mainframe computers.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.
- You may use Websphere solely in conjunction with PeopleSoft Enterprise programs you have licensed. In addition to the terms set forth in this agreement, your use of this program shall be subject to the terms and conditions set forth in the “README” and “LICENSE.TXT” files included with the WebSphere program, as those terms may change from time to time. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- You may use Crystal Reports for PeopleSoft Enterprise for Unlimited Users solely in conjunction with PeopleSoft Enterprise programs you have licensed. For the purposes of this Crystal program, “Unlimited Users” means all users who are authorized by you to use such program. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- You may use Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise, 5 Concurrent Access Licenses, solely in conjunction with PeopleSoft Enterprise programs you have licensed. For the purposes of this Crystal program, a “Concurrent Access License” is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You acknowledge that this program requires a web application server. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver these programs to you per the delivery terms in your order.
Integrated FieldService, Marketing, Mobile FieldService, Mobile Order Capture, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support, Support for Customer Self Service, Telemarketing
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
- The Community Portal program includes a license to use the PeopleSoft Enterprise Portal functionality for up to three sites (as defined in the program documentation).
- The Infosync Client and InfoSync Server programs may only be used exclusively in conjunction with English language versions of either Lotus Notes or Microsoft Outlook.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Crystal Reports and/or Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Crystal Reports and/or Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development and PeopleTools Mobile Agent – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver these programs to you per the delivery terms in your order.
- The PeopleTools Mobile Agent program shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications.
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features

and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user's use of these programs.
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.
- The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- Your initial license to the Siebel Reports Program includes a maximum of two Application Users of Siebel Report Designer and two Application Users of Siebel Report Designer Professional at no additional charge, regardless of the number of Application Users of Siebel Reports you have licensed.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for UPK Employees and/or UPK Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to UPK Employees and/or UPK Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as UPK Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement.



Option I: GSA VAR Contract Incorporates Cooperative Purchasing:

Whether incorporating into your GSA Schedule Pricelist or as a link on your website, you must include the following statement:

For these License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2E and any subsequent revision) to place orders off this GSA Schedule contract. In addition, the term “ordering activity” includes state and local government entities authorized through Cooperative Purchasing (GSAM Subpart 538.70) to place orders off this GSA Schedule Contract.

Option II: GSA VAR Contract Does Not Incorporate Cooperative Purchasing:

Whether incorporating into your GSA Schedule Pricelist or as a link on your website, you must include the following statement:

For these License Definitions and Rules, “you/your” shall have the same meaning as “ordering activity”. The term “ordering activity” refers to a third party that is eligible (as identified in Appendices A, B and C of GSA ADM 4800.2E and any subsequent revision) to place orders off this GSA Schedule contract.

License Definitions and Rules (v121809)

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Oracle Internet Application Server Enterprise Edition, which facilitates communication of information between each version of a third party software application or system and Oracle programs.

\$M Annual Transaction Volume: is defined as one million U.S. dollars in all purchase orders transacted and all auctions conducted through the Oracle Exchange Marketplace by you and others during the applicable year of the Oracle Exchange Marketplace license, regardless of whether any such auction results in a purchase order, provided that an auction resulting in a purchase order shall only be counted against the Annual Transaction Volume once.

Applications National Language Support (NLS) Supplement Media Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement Media Pack have been translated. For existing supported customers, MetaLink has information on which products have been translated for the supported languages (<http://metalink.oracle.com>). For new or unsupported customers, please contact your Oracle Account Manager for this information.

\$M in Application Annual Revenue: is defined as one million U.S. Dollars excluding taxes processed through the licensed program. For Oracle Self-Service E-Billing products, the Annual Revenue is equivalent to the total invoiced amount for all company accounts that have at least one enrolled user per billing period.

Application Instance (App Instance): is defined as each individual installation of an application (each an Application Instance) that you may integrate using the programs. Each program identified as a “2 Instance” program provides you the right to implement the particular program to integrate two Application Instances. Each program identified as an “Addnl Instance” program provides you the right to implement the particular program to integrate one additional Application Instance.

Application User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. If you license the Oracle Self Service Work Request option in conjunction with Oracle Enterprise Asset Management, you are required to maintain licenses for the equivalent number of Application Users licensed and you are granted unlimited access to initiate work requests, view work request status and view scheduled completion dates for your entire employee population. Application Users licensed for Oracle Order Management are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately. For Oracle Sourcing, Oracle iSupplier Portal, Oracle Services Procurement, PeopleSoft eSupplier Connection, PeopleSoft Strategic Sourcing and JD Edwards Supplier Self Service programs, use by your external suppliers is included with your application user licenses.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against the application program for which you have also acquired non read-only licenses, regardless of whether the individual is actively using the programs at any given time.

Brand: is defined as a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity.

Case Report Form (CRF) Page: is defined as the "electronic equivalent" of what would be the total number of physical paper pages initiated remotely by the program (measured explicitly in the program as Received Data Collection Instruments) during a 12 month period. You may not exceed the licensed number of CRF Pages during any 12-month period unless you acquire additional CRF Page licenses from Oracle.

Collaboration Program User: is defined as an individual authorized by you to use the programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. For the purposes of counting and licensing the number of Beehive Synchronous Collaboration users, a Collaboration Program User within your company is defined as a user able to initiate, or host, a web conference and also participate in a web conference; all participants in the web conference external to your company and attending a web conference are not required to be licensed.

Compensated Individual: is defined as an individual whose compensation or compensation calculations are generated by the programs. The term Compensated Individual includes, but is not limited to, your employees, contractors, retirees, and any other Person.

Computer: is defined as the computer on which the programs are installed. A Computer license allows you to use the licensed program on a single specified computer.

Concurrent User: is defined as each individual that may concurrently use or access the programs. Concurrent Users shall be only customers or prospective customers of yours, and shall not be business partners, or employees of yours.

Connector: is defined as each connector connecting the software product with an external product. A unique connector is required for each distinct product that the software product is required to interface.

\$M Cost of Goods Sold: is defined as one million U.S. dollars in the total cost of inventory that a company has sold during their fiscal year. If Cost of Goods Sold is unknown to you then Cost of Goods Sold shall be equal to 75% of total company revenue.

Customer: is defined as the customer entity specified on your order. The programs may not be used or accessed for the business operations of any third party, including but not limited to your customers, partners, or your affiliates. There is no limitation on the number of computers on which such programs may be copied, installed and used.

Customer Account: is defined as each unique Customer Account, designated by a unique account number, for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such accounts.

Customer Record: is defined as each unique Customer Record (including contact records, prospect records and records in external data sources) that you may access using the program.

Developer User / Developer/ Developer Seat: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. With respect to Developer Users only, such users may create, modify, view and interact with the programs and documentation.

Electronic Order Line: is defined as the total number of distinct order lines entered electronically into the Oracle Order Management application from any source (not manually entered by licensed Order Management Users, Professional Users 2003, or Professional Users 2003 - External) during a 12 month period. This includes order lines originating as external EDI/XML transactions and/or sourced from other Oracle and non-Oracle applications. You may not exceed the licensed number of order lines during any 12-month period.

Employee: is defined as all of your full-time, part-time, temporary employees and all of your agents, contractors and consultants. The quantity of the licenses required is determined by the number of Employees and not the actual number of users. In addition, if you elect to outsource any business function(s) to another company, all of the company's full-time, part-time, temporary employees and agents, contractors and consultants that are providing the outsourcing services for you must be counted for the purposes of determining the number of Employees.

Employee User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Expense Report: is defined as the total number of expense reports processed by Internet Expenses during a 12-month period. You may not exceed the licensed number of expense reports during any 12-month period.

Faculty User: is defined as an active teaching member of the faculty for an accredited academic institution; such user may only use the programs for academic and non-commercial use.

Field Technician: is defined as an engineer, technician, representative, or other person who is dispatched by you, including the dispatchers, to the field using the programs.

\$M Freight Under Management: is defined as one million US Dollars of the total transportation value of tendered orders for all shipments for a given calendar year during the term of the license. FUM shall include the combined total of actual freight purchased by you, plus the cost of freight for shipments managed by you (e.g., you are not purchasing transportation services on behalf of your clients but are providing transportation management services for your clients). Freight that is paid by a third party shall also be included in the FUM total (e.g., inbound shipments from suppliers to you with freight terms of prepaid).

Full Time Equivalent (FTE) Student: is defined as any full-time student enrolled in your institution and any part-time student enrolled in your institution counts as 25% of an FTE Student. The definition of "full-time" and "part-time" is based on your policies for student classification. If the number of FTE Students is a fraction, that number will be rounded to the nearest whole number for purposes of license quantity requirements.

Guest Room: is defined as the number of guest rooms managed by the program.

Hosted Named User: is defined as an individual authorized by you to access the hosted service, regardless of whether the individual is actively accessing the hosted service at any given time.

1K Invoice Line: is defined as one thousand invoice line items processed by the program during a 12-month period. You may not exceed the licensed number of Invoice Lines during any 12-month period unless you acquire additional Invoice Line licenses from Oracle.

IVR Port: is defined as a single caller that can be processed via the Interactive Voice Response (IVR) system. You must purchase licenses for the number of IVR Ports that represent the maximum number of concurrent callers that can be processed by the IVR system.

\$M in Managed Assets: is defined as one million U.S. dollars of the following total: (1) Book value of investment in capital leases, direct financing leases and other finance leases, including residuals, whether owned or managed for others, active on the program, plus (2) Book value of assets on operating leases, whether owned or managed for others, active on the program, plus (3) Book value of loans, notes, conditional sales contracts and other receivables, owned or managed for others, active on the program, plus (4) Book value of non earning assets, owned or managed for others, which were previously leased and active on the program, including assets from term terminated leases and repossessed assets, plus (5) Original cost of assets underlying leases and loans, originated and active on the program, then sold within the previous 12 months.

Member Record: is defined as each unique customer loyalty program Member Record managed by the program. 100K Member Records shall mean one hundred thousand Member Records.

Module: is defined as each production database running the programs.

Monitored User: is defined as an individual who is monitored by an Analytics program which is installed on a single server or multiple servers, regardless of whether the individual is actively being monitored at any given time. Individual users who are

licensed for an Analytics program by either Named User Plus or Application User may not be licensed by Monitored User. For the purposes of the Usage Accelerator Analytics program, every user of your licensed CRM Sales application program must be licensed. For the purposes of the Human Resources Compensation Analytics program, all of your employees must be licensed.

For the purpose of the following Oracle Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for E-Business Suite, Configuration Controls Governor, Configuration Controls for E-Business Suite, Transaction Controls Governor, Preventive Controls Governor, and Governance, Risk, and Compliance Controls Suite, the number of Monitored Users is equal to the total number of unique E-Business Suite users (individuals) being monitored by the program(s), as created/defined in the User Administration function of E-Business Suite. Users of iProcurement and/or Self-Service Human Resources are excluded.

For the purpose of the following PeopleSoft Enterprise Governance, Risk, and Compliance applications: Application Access Controls Governor, Application Access Controls for PeopleSoft Enterprise, Configuration Controls Governor, and Configuration Controls for PeopleSoft Enterprise, the number of Monitored Users is equal to the total number of unique PeopleSoft Enterprise (or any other custom applications / programs) users (individuals) that the program monitors.

Named User Plus / Named User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. All of the remaining provisions of this definition apply only with respect to Named User Plus licenses, and not to Named User licenses. A non-human operated device will be counted as a named user plus in addition to all individuals authorized to use the programs, if such devices can access the programs. If multiplexing hardware or software (e.g., a TP monitor or a web server product) is used, this number must be measured at the multiplexing front end. Automated batching of data from computer to computer is permitted. You are responsible for ensuring that the named user plus per processor minimums are maintained for the programs contained in the user minimum table in the licensing rules section; the minimums table provides for the minimum number of named users plus required and all actual users must be licensed.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non Oracle Databases, System Monitoring Plug-in for Non Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM Websphere Portal and Provisioning Pack, only the users of the program that is being managed/monitored are counted for the purpose of determining the number of Named User Plus licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft Enterprise, all users of the middleware and/or database software that support the respective application program are counted for the purpose of determining the number of Named User Plus licenses required.

With respect to the following programs: Load Testing for Web Applications, Load Testing for Web Applications Developer Edition, Load Testing Accelerator for Web Services, and Load Testing Accelerator for Siebel, each emulated human user and non human operated device shall be considered as a virtual user and shall be counted when determining the number of Named User Plus licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the users of the database from which you capture data and (a) the users of the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Network Device: is defined as the hardware and/or software whose primary purpose is to route and control communications between computers or computer networks. Examples of network devices include but are not limited to, routers, firewalls and network load balancers.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether or not the individual is actively using the programs at any given time.

Oracle Finance Division Contract: is a contract between you and Oracle (or one of Oracle's affiliates) that provides for payments over time of some or all of the sums due under your order.

Order Line: is defined as the total number of order entry line items processed by the program during a 12-month period. Multiple order entry line items may be entered as part of an individual customer order or quote and may also be automatically generated by the Oracle Configurator. You may not exceed the licensed number of Order Lines during any 12-month period unless you acquire additional Order Line licenses from Oracle.

Order Management User: is defined as an individual authorized by you to use the applicable licensed application programs which are installed on a single server or on multiple servers regardless of whether the individual is actively using the programs at any given time. Order Management Users are allowed to manually enter orders directly into the programs but any orders entered electronically from other sources must be licensed separately.

Orders: is defined as the total number of distinct orders for all programs that are a part of Electronic Orders, entered electronically (not manually entered by licensed professional users) through EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing, during a 12-month period. You may not exceed the licensed number of orders during any 12-month period.

Partner Organization: is defined as an external third party business entity that provides value-added services in developing, marketing and selling your products. Depending upon the type of industry, partner organizations play different roles and are recognized by different names such as reseller, distributor, agent, dealer or broker.

Person: is defined as your employee or contractor who is actively working on behalf of your organization or a former employee who has one or more benefit plans managed by the system or continues to be paid through the system. For Project Resource Management, a person is defined as an individual who is scheduled on a project. The total number of licenses needed is to be based on the peak number of part-time and full-time people whose records are recorded in the system.

Physical Server: is defined as each physical server on which the programs are installed.

Ported Number: is defined as the telephone number that end users retain as they change from one service provider to another. This telephone number originally resides on a telephone switch and is moved into the responsibility of another telephone switch.

Processor: shall be defined as all processors where the Oracle programs are installed and/or running. Programs licensed on a processor basis may be accessed by your internal users (including agents and contractors) and by your third party users. The number of required licenses shall be determined by multiplying the total number of cores of the processor by a core processor licensing factor specified on the Oracle Processor Core Factor Table which can be accessed at <http://oracle.com/contracts>. All cores on all multicore chips for each licensed program are to be aggregated before multiplying by the appropriate core processor licensing factor and all fractions of a number are to be rounded up to the next whole number. When licensing Oracle programs with Standard Edition One or Standard Edition in the product name, a processor is counted equivalent to an occupied socket; however, in the case of multi-chip modules, each chip in the multi-chip module is counted as one occupied socket.

For example, a multicore chip based server with an Oracle Processor Core Factor of 0.25 installed and/or running the program (other than Standard Edition One programs or Standard Edition programs) on 6 cores would require 2 processor licenses (6 multiplied by a core processor licensing factor of .25 equals 1.50, which is then rounded up to the next whole number, which is 2). As another example, a multicore server for a hardware platform not specified in the Oracle Processor Core Factor Table installed and/or running the program on 10 cores would require 10 processor licenses (10 multiplied by a core processor licensing factor of 1.0 for 'All other multicore chips' equals 10).

For the purposes of the following program: Healthcare Transaction Base, only the processors on which Internet Application Server Enterprise Edition and Healthcare Transaction Base programs are installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: iSupport, iStore and Configurator, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program (e.g., iSupport, iStore and/or Configurator) are running must be counted for the purpose of determining the number of licenses required for the licensed program; under these licenses you may also install and/or run the licensed program on the processors where a licensed Oracle Database (Standard Edition and/or Enterprise Edition) is installed and/or running.

For the purposes of the following programs: Configuration Management Pack for Applications, System Monitoring Plug-in for Hosts, System Monitoring Plug-in for Non-Oracle Databases, System Monitoring Plug-in for Non-Oracle Middleware, Diagnostics Pack for Non-Oracle Middleware, Management Pack for WebCenter Suite, Management Pack for IBM Websphere Portal and

Provisioning Pack, only the processors on which the program that is being managed/monitored are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Application Management Pack for Oracle E-Business Suite, Application Change Management Pack for Oracle E-Business Suite, Application Management Pack for Siebel, and Application Management Pack for PeopleSoft, all processors on which the middleware and/or database software that support the respective application program are running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Data Integrator Enterprise Edition, Data Integrator and Application Adapter for Data Integration, Informatica PowerCenter and PowerConnect Adapters, Application Adapters for Data Integration, and Application Adapter for Warehouse Builder for: PeopleSoft, Oracle E-Business Suite, Siebel, and SAP, only the processor(s) on which the target database is running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: Audit Vault Collection Agent, only the processors of the database sources from which audit data is collected must be counted for the purpose of determining the number of licenses required.

For the purposes of the following program: In-Memory Database Cache, only the processors on which the Times Ten In-Memory Database component of the In-Memory Database Cache program is installed and/or running must be counted for the purpose of determining the number of licenses required.

For the purposes of the following programs: Oracle GoldenGate, and Oracle GoldenGate for Mainframe, only (a) the processors running the database from which you capture data and (b) the processors running the database where you will apply the data must be counted for the purpose of determining the number of licenses required.

Program Documentation: is defined as the program user manual and program installation manuals.

\$M in Revenue: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

\$M Revenue Under Management: is defined as one million U.S. dollars in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year for the product lines for which the programs are used.

Record: The Customer Hub B2B is a bundle that includes two components, Siebel Universal Customer Master B2B and Oracle Customer Data Hub. For the purposes of the Customer Hub B2B application, record is defined as the total number of unique customer database records stored in the Customer Hub B2B application (i.e., stored in a component of Customer Hub B2B). A customer database record is a unique business entity or company record, which is stored as an account for the Siebel Universal Customer Master B2B product or as an organization for the Oracle Customer Data Hub product.

The Customer Hub B2C is a bundle that includes two components, Siebel Universal Customer Master B2C and Oracle Customer Data Hub. For the purposes of the Customer Hub B2C application, record is defined as the total number of unique customer database records stored in the Customer Hub B2C application (i.e., stored in a component of Customer Hub B2C). A customer database record is a unique consumer (i.e., physical person) record, which is stored as a contact for the Siebel Universal Customer Master product or as a person for the Oracle Customer Data Hub product.

The Product Hub is a bundle that includes two components, Siebel Universal Product Master and Oracle Product Information Management Data Hub. For the purposes of the Product Hub application, record is defined as the total number of unique product database records stored in the Product Hub application (i.e., stored in a component of Product Hub). A product database record is a unique product component or SKU stored in the MTL_SYSTEM_ITEMS table with an active or inactive status and does not include any instance items (i.e. *-star items) or organization assignments of the same item.

For the purposes of the Case Hub program a record is defined as the total number of unique case database records stored in the Case Hub program. A case database record is a unique request or issue requiring investigation or service stored in S_CASE table with an active or inactive status.

For the purposes of the Site Hub program a record is defined as the total number of unique site database records stored in the RRS_SITES_B table of the Site Hub program. A site database record is a unique site (e.g., an asset, a building, part of a building (such as a store or a franchise within a store, an ATM, etc.)) stored in the Site Hub program.

For the programs listed above, please see the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts> for the grant and restrictions of the underlying Oracle technology.

For the Hyperion Data Relationship Management program, a record is defined as the unique occurrence of any business object or master data construct that you choose to manage within the program. Records may describe any number of enterprise information assets, commonly referred to as base members, including but not limited to cost centers, ledger accounts, legal entities, organizations, products, vendors, assets, locations, regions or employees. Additionally, a record may also be a summary object, commonly referred to as a rollup member, that either summarizes base members or describes hierarchical information associated with underlying base members. Records represent unique occurrences and they do not include any duplicates or shared references that may be essential for master data management purposes.

1000 Records: is defined as 1000 cleansed records (i.e., rows) that are output from a production data flow of the Data Quality for Data Integrator program.

Registered User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. Registered Users shall be business partners and/or customers and shall not be your employees.

Retail Register: is defined as any device designed to record any part of a sales transaction.

RosettaNet Partner Interface Processes® (PIPs®): are defined as business processes between trading partners. Preconfigured system-to-system XML-based dialogs for the relevant E-Business Suite Application(s) are provided. Each preconfigured PIP includes a business document with the vocabulary and a business process with the choreography of the message dialog.

Server: is defined as the computer on which the programs are installed. A Server license allows you to use the licensed program on a single specified computer.

Service Order Line: is defined as the total number of service order entry line items processed by the program during a 12-month period. Multiple service order entry line items may be entered as part of an individual customer service order or quote. You may not exceed the licensed number of Service Order Lines during any 12-month period unless you acquire additional Service Order Line licenses from Oracle.

Subscriber: is defined as (a) a working telephone number for all wireline devices; (b) a portable handset or paging device that has been activated by you for wireless communications and paging; (c) a residential drop or a nonresidential device serviced by a cable provider; or (d) a live connected utility meter. The total number of Subscribers is equal to the aggregate of all types of Subscribers. If your business is not defined in the primary definition of Subscriber above, Subscriber is defined as each U.S. \$1,000 increment of your gross annual revenue as reported to the SEC in your annual report or the equivalent accounting or reporting document.

Suite: is defined as all the functional software components described in the product documentation.

Tape Drive: is defined as mechanical devices used to sequentially write, read and restore data from magnetic tape media. Typically used, but not limited to, data protection and archival purposes, tape drives are deployed either as a standalone unit(s) or housed within a robotic tape library. Examples of tape drive include but are not limited to, Linear Tape Open (LTO), Digital Linear Tape (DLT), Advanced Intelligent Type (AIT), Quarter-Inch Cartridge (QIC), Digital Audio Tape (DAT), and 8mm Helical Scan. For cloud based backups, Oracle counts each parallel stream or Recovery Manager (RMAN) channel as equivalent to a tape drive.

Technical Reference Manuals

Technical Reference Manuals (“TRMs”) are Oracle’s confidential information. You shall use the TRMs solely for your internal data processing operations for purposes of: (a) implementing applications programs, (b) interfacing other software and hardware systems to the applications programs and (c) building extensions to applications programs. You shall not disclose, use or permit the disclosure or use by others of the TRMs for any other purpose. You shall not use the TRMs to create software that performs the same or similar functions as any of Oracle products. You agree: (a) to exercise either at least the same degree of care to safeguard the confidentiality of the TRMs as you exercise to safeguard the confidentiality of your own most important confidential information or a reasonable degree of care, whichever is greater; (b) to maintain agreements with your employees and agents that protect the confidentiality and proprietary rights of the confidential information of third parties such as Oracle and instruct your employees and agents of these requirements for the TRMs; (c) restrict disclosure of the TRMs to those of your employees and

agents who have a "need to know" consistent with the purposes for which such TRMs were disclosed; (d) maintain the TRMs at all times on your premises; and (e) not to remove or destroy any proprietary or confidential legends or markings placed upon the TRMs. Oracle shall retain all title, copyright and other proprietary rights in the TRMs. TRMs are provided to you "as-is" without any warranty of any kind. Upon termination, you shall cease using, and shall return or destroy, all copies of the applicable TRMs.

Telephone Number: is defined as each unique telephone number for which the billing information is managed or displayed using the program, regardless of the number of individual account holders associated with such telephone numbers.

Terabyte: is defined as a terabyte of computer storage space used by a storage filer equal to one trillion bytes.

\$B in Total Assets: is defined as one billion US dollars of your latest published or internally available "Total Asset Value" defined per GAAP policies as disclosed in your annual report and/or regulatory filings.

Trainee: is defined as an employee, contractor, student or other person who is being recorded by the program.

Transaction: is defined as each set of interactions that is initiated by an application user recorded by Oracle Enterprise Manager to capture availability and performance metrics used in calculating service levels. For example, the following set of interactions would represent one transaction: login, search customer, log out.

1K Transactions: is defined as one thousand unique transactions processed through the program during a 12-month period. You may not exceed the licensed number of transactions during a 12-month period unless you acquire additional transaction licenses from Oracle. For Oracle Contact Center Anywhere, a unique transaction is defined as one of the following: inbound phone call, outbound phone call (direct dialed, preview dialed, predictive dialed, web call back), workgroup fax, workgroup email/voice mail, and chat session (inbound sessions / web collaboration with agents). For JD Edwards World Purchase Card Management, a unique transaction is defined as a single charge processed by the program.

UPK Developer: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Developers may create, modify, view and interact with simulations and documentation.

UPK Employee: is defined as an active employee of yours. (Note: The value of these applications is determined by the size of the active employee population and not the number of actual users. Therefore, all of your active employees must be included in your order when licensing these applications). UPK Employees may view and interact with simulations and documentation but may not create or modify simulations or documentation.

UPK Module: is defined as the functional software component described in the product documentation

UPK User: is defined as an individual authorized by you to use the programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the programs at any given time. UPK Users may view and interact with simulations and documentation but may not create or modify simulations or documentation.

Wireless handset: is defined as a mobile communications device such as a mobile telephone, PDA, or paging device, that has as primary functions wireless voice communications and data services provided through a service provider.

Workstation: is defined as the client computer from which the programs are being accessed, regardless of where the program is installed.

Term Designation

If your program license does not specify a term, the program license is perpetual and shall continue unless terminated as otherwise provided in the agreement.

1, 2, 3, 4, 5 Year Terms: A program license specifying a 1, 2, 3, 4 or 5 Year Term shall commence on the effective date of the order and shall continue for the specified period. At the end of the specified period the program license shall terminate.

1 Year Hosting Term: A program license specifying a 1 Year Hosting Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Hosting Term may only be used for providing internet hosting services.

1 Year Oracle Hosted Term: A program license specifying a 1 Year Oracle Hosted Term shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate. A program license specifying a 1 Year Oracle Hosted Term must be hosted by Oracle.com via Computer and Administration services.

1 Year Subscription: A program license specifying a 1 Year Subscription shall commence on the effective date of the order and shall continue for a period of 1 year. At the end of the 1-year the program license shall terminate.

Licensing Rules for Oracle Technology Programs and Oracle Business Intelligence Applications

Failover: Subject to the conditions that follow below, your license for the following programs, Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One), Oracle Database Enterprise Edition Options, Oracle Internet Application Server (Enterprise Edition, Standard Edition, Standard Edition One or Java Edition), Oracle Internet Application Server Options, Business Intelligence Suite Enterprise Edition Plus, Business Intelligence Server Enterprise Edition, Business Intelligence (Standard Edition or Standard Edition One), WebLogic (Server Standard Edition, Server Enterprise Edition, Suite, Suite Options or Application Grid), Tuxedo and Adapters, Oracle Enterprise Repository, Entitlements Server, Entitlements Server Security Module, Directory Services, Identity Federation, Oracle Essbase Plus and those programs with “BEA” in the program name includes the right to run the licensed program(s) on an unlicensed spare computer in a failover environment for up to a total of ten separate days in any given calendar year (for example, if a failover node is down for two hours on Tuesday and three hours on Friday, it counts as two days). The above right only applies when a number of machines are arranged in a cluster and share one disk array. When the primary node fails, the failover node acts as the primary node. Once the primary node is repaired, you must switch back to the primary node. Once the failover period has exceeded ten days, the failover node must be licensed. In addition, only one failover node per clustered environment is at no charge for up to ten separate days even if multiple nodes are configured as failover. Downtime for maintenance purposes counts towards the ten separate days limitation. When licensing options on a failover environment, the options must match the number of licenses of the associated database. Additionally, when licensing by Named User Plus, the user minimums are waived on one failover node only. Any use beyond the right granted in this section must be licensed separately. In a failover environment, the same license metric must be used for the production and failover nodes when licensing a given clustered configuration.

Testing: For the purpose of testing physical copies of backups, your license for the Oracle Database (Enterprise Edition, Standard Edition or Standard Edition One) includes the right to run the database on an unlicensed computer for up to four times, not exceeding 2 days per testing, in any given calendar year.

You are responsible for ensuring that the following restrictions are not violated:

- Oracle Database Standard Edition can only be licensed on servers that have a maximum capacity of 4 sockets. Oracle Database Standard Edition, when used with Oracle Real Application Clusters, may only be licensed on a single cluster of servers supporting up to a maximum capacity of 4 sockets.
- Oracle Standard Edition One, Internet Application Server Standard Edition One and Portal Standard Edition One can only be licensed on servers that have a maximum capacity of 2 sockets.
- WebLogic Server Standard Edition does not include WebLogic Server Clustering.
- Business Intelligence Standard Edition One can only be licensed on servers that have the ability to run a maximum of 2 sockets. The data sources for BI Server and BI Publisher are limited to the included Oracle Standard Edition One, one other database, and any number of flat file sources such as CSV, and XLS. You may use Oracle Warehouse Builder Core ETL to pull data from any number of data sources but you must use only the included Oracle Standard Edition One as the target database.
- Informatica PowerCenter and PowerConnect Adapters may not be used on a standalone basis or as a standalone ETL tool. The Informatica PowerCenter and PowerConnect Adapters may be used with any data source provided the target(s) are: (i) the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications), (ii) the underlying platforms on which the Oracle Business Intelligence Suite Enterprise Edition Plus program, Oracle Business Intelligence Standard Edition One or associated components of those Business Intelligence applications programs run, or (iii) a staging database for any of the foregoing. Informatica PowerCenter and PowerConnect Adapters may also be used where the Oracle Business Intelligence applications programs (excluding Hyperion Enterprise Performance Management Applications) are the source and non-Oracle Business Intelligence application programs are the target, provided, that users do not use Informatica PowerCenter and PowerConnect Adapters to transform the data.
- Hyperion Data Integration Management, Hyperion Data Integration Management Team Based Development, and the Hyperion Data Integration Management Adapters for SAP BW, SAP R3, PeopleSoft and Siebel are licensed by Computer. Each Computer license is limited to support the use of up to 8 CPUs and each Computer license must be licensed in increments of 8 CPUs. Each core is recognized as a CPU. For computers that have more than 8 CPUs, additional Computer licenses must be purchased based upon the amount of CPUs that you are using. For example, if you are using Hyperion Data Integration Management on 12 CPUs, you need to purchase 2 Computer licenses; if you are using Hyperion Data Integration Management on 17 CPUs, you need to purchase 3 Computer licenses. These programs may be used solely in connection with moving data into and out of a Hyperion Data Store(s) (data/metadata repository(ies) delivered with the Hyperion programs.) These programs may not be used to extract data from a non-Hyperion Data Store(s) to load a custom data warehouse (a data warehouse not built solely from data from a Hyperion Data Store(s)). The Hyperion Data Integration Management Computer license allows for such program to 1) connect to the following relational databases only: Oracle, Sybase, IBM DB2, MS SQL Server and 2) source from and write to an unlimited number of flat file/XML files. Hyperion Data Integration Management

Adapters for SAP BW, SAP R3, PeopleSoft and Siebel must be licensed separately to allow Hyperion Data Integration Management to connect to these additional sources.

- Application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
- The number of Hyperion program option licenses must match the number of licenses of the associated Hyperion program.
- The license for the Hyperion Planning Plus program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Planning Plus program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Planning Plus program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Profitability and Cost Management program includes a limited use license for the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs. Such limited use license means that the Hyperion Essbase Plus, Hyperion Financial Reporting, Hyperion Web Analysis and Oracle Data Integrator - Target Database programs may only be used to access data from the Hyperion Profitability and Cost Management program. Specifically, the Hyperion Essbase Plus program cannot be used to create Essbase cubes that do not contain data used by the Hyperion Profitability and Cost Management program and the Aggregate Storage option component of the Hyperion Essbase Plus program may not be used.
- The license for the Hyperion Data Relationship Management program includes a limited use license for both the WebLogic Server Standard Edition and BPEL Process Manager programs. Such limited use license means that the WebLogic Server Standard Edition and BPEL Process Manager programs may only be used to enable workflow functions in order to process requests within the Hyperion Data Relationship Management program.
- You may run only one data repository of the Oracle Real User Experience Insight per server regardless of the number of processors that are licensed for a server.

If you purchase Named User Plus licenses for the programs listed below, you must maintain the following user minimums and user maximums:

Program	Named User Plus Minimum
Oracle Database Enterprise Edition	25 Named Users Plus per Processor
Rdb Enterprise Edition	25 Named Users Plus per Processor
CODASYL DBMS	25 Named Users Plus per Processor
WebLogic Server Standard Edition	10 Named Users Plus per Processor
WebLogic Server Enterprise Edition	10 Named Users Plus per Processor
WebLogic Suite	10 Named Users Plus per Processor
WebLogic Application Grid	10 Named Users Plus per Processor
Coherence Standard Edition	10 Named Users Plus per Processor
Coherence Enterprise Edition	10 Named Users Plus per Processor
Coherence Grid Edition	10 Named Users Plus per Processor
TopLink and Application Development Framework	10 Named Users Plus per Processor
Internet Application Server Standard Edition	10 Named Users Plus per Processor*
Internet Application Server Enterprise Edition	10 Named Users Plus per Processor*
BPEL Process Manager	10 Named Users Plus per Processor
WebLogic Integration	10 Named Users Plus per Processor
Service Registry	10 Named Users Plus per Processor
Enterprise Repository	10 Named Users Plus per Processor
Forms and Reports	10 Named Users Plus per Processor
Tuxedo	10 Named Users Plus per Processor
Web Services Manager	10 Named Users Plus per Processor
SOA Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Business Process Management Suite for Non Oracle Middleware	10 Named Users Plus per Processor
Event-Driven Architecture Suite	10 Named Users Plus per Processor
Business Intelligence Standard Edition	10 Named Users Plus per Processor
WebCenter Suite	10 Named Users Plus per Processor
WebCenter Services	10 Named Users Plus per Processor

Universal Content Management Standard Edition	10 Named Users Plus per Processor
Universal Content Management	10 Named Users Plus per Processor
Imaging and Process Management	10 Named Users Plus per Processor
Content Conversion Server	10 Named Users Plus per Processor
Distributed Document Capture	10 Named Users Plus per Processor

*The Named User Plus Minimum does not apply if the program is installed on a one-processor machine that allows for a maximum of one user per program.

Program	Named User Plus Maximum
Personal Edition	1 Named User Plus per database
Business Intelligence Standard Edition One	50 Named Users Plus

If licensing by Named User Plus, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the minimum number of Named User Plus licenses are/were purchased, the number of licenses may not match due to variance in core factors between the times the respective programs were licensed. If licensing by Processor, the number of licenses for the programs listed below in column A must match the number of licenses of the associated program listed in column B. In the case where the programs are licensed at different times, the number of licenses may not match due to variance in core factors between the time the respective programs were licensed; in that case the number of cores used to determine the number of licensed processors for the programs listed below in column A must match the number of cores used to determine the number of licensed processors of the associated program listed in Column B. Associated programs are those programs being used in conjunction with the program in Column A.

Column A	Column B
<p>Database Enterprise Edition Options*- Real Application Clusters, Partitioning, OLAP, Data Mining, Spatial, Advanced Security, Label Security, Database Vault, Data Profiling and Quality, Active Data Guard, Real Application Testing, Advanced Compression, Total Recall</p> <p>Database Enterprise Management*- Diagnostics Pack, Tuning Pack, Change Management Pack, Configuration Management Pack for Oracle Database, Provisioning and Patch Automation Pack for Database, Data Masking Pack</p>	Oracle Database Enterprise Edition, Audit Vault Server
RDB Server Options* - TRACE	Rdb Enterprise Edition, CODASYL DBMS
WebLogic Suite Options** - BPEL Process Manager Option, Service Bus, SOA Suite for Oracle Middleware, Business Process Management Suite	WebLogic Suite
Application Server Enterprise Management** - Diagnostics Pack for Oracle Middleware, Configuration Management Pack for Oracle Fusion Middleware, Provisioning and Patch Automation Pack for Oracle Middleware, Management Pack Plus for SOA, Composite Application Performance Management Pack	Associated application server program being managed by the program in Column A.
Management Pack for Oracle Coherence**	Coherence Enterprise Edition, Coherence Grid Edition
Business Intelligence Server Enterprise Edition Options - Interactive Dashboard, Delivers, Answers, Office Plug-in and Reporting and Publishing	Business Intelligence Server Enterprise Edition

Business Intelligence Suite Enterprise Edition Plus Option- Business Intelligence Management Pack	Business Intelligence Suite Enterprise Edition Plus
Beehive Platform Options- Beehive Messaging, Beehive Team Collaboration, Beehive Synchronous Collaboration, Beehive Voicemail	Beehive Platform
Hyperion Financial Data Quality Management Options- Hyperion Financial Data Quality Management Adapter for Financial Management, Hyperion Financial Data Quality Management Adapter Suite, Hyperion Financial Data Quality Management Adapter for SAP	Hyperion Financial Data Quality Management
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Financial Data Quality Management for Hyperion Enterprise Option- Hyperion Financial Data Quality Management Adapter Suite	Hyperion Financial Data Quality Management for Hyperion Enterprise
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management
Hyperion Data Integration Management Options- Hyperion Data Integration Management Source Adapter, Hyperion Data Integration Management Team Based Development	Hyperion Data Integration Management

*If licensing by Named User Plus you must maintain, at a minimum, 25 Named Users Plus per Processor per associated program.

** If licensing by Named User Plus you must maintain, at a minimum, 10 Named Users Plus per Processor per associated program.

Licensing Rules for JD Edwards Applications

- The JD Edwards EnterpriseOne programs include Adobe PDF Library. The programs also include GNU libgmp library; copyright 1991 Free Software Foundation, Inc. This library is free software that can be modified and redistributed under the terms of the GNU Library General Public License contained in the programs. The programs may also contain other third party products.
- The Foundation program contains the development foundation environment/toolkit. You understand and acknowledge that any software program developed with the functionality of the development foundation environment/toolkit is subject to the terms and conditions of this agreement. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE
- The Oracle Technology Foundation for JD Edwards EnterpriseOne and the Oracle Technology Foundation for JD Edwards EnterpriseOne Upgrade programs each include a limited use license for Oracle Database Standard Edition. The database may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. The database may be installed on an unlimited number of processors. If you require features and functions beyond those included with the Oracle Database Standard Edition, or if you require use of Oracle Database beyond your JD Edwards EnterpriseOne implementation, you may purchase a non-limited use license by contracting directly with Oracle or one of its authorized distributors.

The license for each of these programs also includes a limited use license for the following components of Oracle Fusion Middleware: Oracle Application Server Java Edition; Oracle Application Server Portal; Oracle BPEL Process Manager; Oracle Business Activity Monitoring; Oracle Application Server Integration B2B; Oracle Business Intelligence Discoverer; Oracle Application Server Single Sign-On; Oracle Application Server Web Cache. These components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne, including third party programs licensed for use with JD Edwards EnterpriseOne programs. These components may be installed on an unlimited number of processors. If you require use of these components beyond your JD Edwards EnterpriseOne implementation you may purchase a non-limited use license for any of the Oracle components by contracting directly with Oracle or one of its authorized distributors.

For the purpose of using XML Publisher, Oracle will include a limited use license of XML Publisher for use with JD Edwards EnterpriseOne programs. Any use of XML Publisher outside of a JD Edwards EnterpriseOne program, such as with a your own "custom" applications as well as with other Oracle applications (including but not limited to Siebel Applications, PeopleSoft Applications, and/or Oracle Applications) will require a full use license of XML Publisher. XML Publisher may be installed on an unlimited number of processors.

The development tools included with these programs may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE JD EDWARDS ENTERPRISE ONE PROGRAM WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

- The Technology Foundation and Technology Foundation Upgrade programs each include the following "IBM Components": IBM DB2 Universal Database, IBM WebSphere Application Server and IBM WebSphere Portal (as contained in Collaborative Portal). IBM Components may be used solely in conjunction with any and all licensed JD Edwards EnterpriseOne programs, including third party programs licensed for use with JD Edwards EnterpriseOne programs. You may obtain a general license for any of the IBM Components by contracting directly with IBM or one of its authorized distributors. The development tools included in this program may be used solely with the licensed JD Edwards EnterpriseOne programs and may not be used to create new applications. You will defend and indemnify Oracle against any claims by third parties for damages (including, without limitation, reasonable legal fees) arising out of any computer programs generated by you utilizing the development tools included in the programs. ORACLE DISCLAIMS ANY WARRANTY THAT THE DEVELOPMENT TOOLS INCLUDED IN THE PROGRAMS WILL GENERATE COMPUTER PROGRAMS WITH THE CHARACTERISTICS OR SPECIFICATIONS DESIRED BY YOU OR THAT SUCH GENERATED COMPUTER PROGRAMS WILL BE ERROR FREE.

Licensing Rules for Oracle E-Business Suite Applications

- You are responsible for ensuring compliance with the application licensing prerequisites as specified in the Applications Licensing Table, which may be accessed at <http://oracle.com/contracts>.
- Oracle Policy Automation may not be licensed for or used on IBM System z mainframe computers.
- The option Activity Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Field Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Marketing Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Sales Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Service Hub B2B is only available with the Siebel Customer Universal Master component of the Customer Hub B2B program.
- The option Activity Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Field Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Marketing Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

- The option Privacy Management Policy Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Sales Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.
- The option Service Hub B2C is only available with the Siebel Customer Universal Master component of the Customer Hub B2C program.

Licensing Rules for PeopleSoft Applications

- Your license for the program(s) may include additional license rights. Please review the additional license rights listed on the PeopleSoft / JD Edwards program table located at <http://oracle.com/contracts> for additional information.
- You may use Websphere solely in conjunction with PeopleSoft Enterprise programs you have licensed. In addition to the terms set forth in this agreement, your use of this program shall be subject to the terms and conditions set forth in the “README” and “LICENSE.TXT” files included with the WebSphere program, as those terms may change from time to time. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- You may use Crystal Reports for PeopleSoft Enterprise for Unlimited Users solely in conjunction with PeopleSoft Enterprise programs you have licensed. For the purposes of this Crystal program, “Unlimited Users” means all users who are authorized by you to use such program. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- You may use Crystal Enterprise/BusinessObjects Enterprise for PeopleSoft Enterprise, 5 Concurrent Access Licenses, solely in conjunction with PeopleSoft Enterprise programs you have licensed. For the purposes of this Crystal program, a “Concurrent Access License” is a license for one person to access all features and functions of this program. A concurrent access license user is accessing the program from the time the concurrent access license user logs onto the program until the concurrent access license user exits or closes the program. You acknowledge that this program requires a web application server. This program is a third party program and it is also a supportable program. Oracle will deliver these programs to you per the delivery terms in your order.
- The programs listed below include a license to use Business Analysis Modeler – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft programs you have licensed. Oracle will deliver these programs to you per the delivery terms in your order.
Integrated FieldService, Marketing, Mobile FieldService, Mobile Order Capture, Mobile Sales, Online Marketing, Order Capture, Order Capture Self Service, Sales, Support, Support for Customer Self Service, Telemarketing
- Your use of the Campus Self Service program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.
- The Community Portal program includes a license to use the PeopleSoft Enterprise Portal functionality for up to three sites (as defined in the program documentation).
- The Infosync Client and InfoSync Server programs may only be used exclusively in conjunction with English language versions of either Lotus Notes or Microsoft Outlook.
- PeopleTools - Enterprise Development shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Crystal Reports and/or Verity search engine provided as part of this program for the purpose of developing applications.
- Each PeopleTools - Enterprise Development Starter Kit program shall be used solely by 5 application users to develop applications containing no more than a total of 20 components (as defined in the program documentation) for your internal data processing operations. In no event shall you market or distribute such applications. Notwithstanding anything to the contrary, you shall not have the right to use the functionality currently referred to as Crystal Reports and/or Verity search engine provided as part of this program for the purpose of developing applications.
- You may use PeopleTools – Restricted Development and PeopleTools Mobile Agent – Restricted Development to develop interfaces and modifications, including creation of new application data tables, only to the PeopleSoft Enterprise programs you have licensed. Oracle will deliver these programs to you per the delivery terms in your order.
- The PeopleTools Mobile Agent program shall be used solely to develop applications for your internal data processing operations. In no event shall you market or distribute such applications.
- The Process Modeler Client program may only be used with PeopleSoft Enterprise or JD Edwards EnterpriseOne programs you have licensed from Oracle. You shall not use this program with any other software.
- The license for the Student Administration program includes a limited use license for the Human Resources, Benefits Administration and the Payroll for North America programs. Such limited use license means that the Human Resources, Benefits Administration and the Payroll for North America Software modules shall only be used in order to access the features

and functions of the Student Administration program. Your use of the Student Administration program is subject to the additional terms and conditions set forth in the INAS Software Supplement located at <http://oracle.com/contracts>.

Licensing Rules for Primavera Applications

- For the purposes of the following Primavera programs: Earned Value Management, Evolve, SureTrak, Contractor and P3 Project Planner, you acknowledge that you have both read and understand the limited Software Update License & Support services that are available for these programs, as described in Oracle's Technical Support Policies.
- For purposes of the Primavera SureTrak and Primavera P3 Project Planner programs, you acknowledge that the agreement delivered to you with these programs (i.e., the Oracle License and Services Agreement), and not the end user license agreement contained in the product installation, governs the end user's use of these programs.
- For the purposes of the Primavera Web Services program, developers and end users who are not already licensed for Primavera P6 Enterprise Project Portfolio Management and who need access to applications created using P6 Web Services and/or P6 Java APIs, must be licensed for the Primavera Web Services program.

Licensing Rules for Siebel Applications

- For the Siebel Branch Teller Services program, Siebel Internet Banking Services program, Siebel Retail Finance Foundation Services program and the Siebel Financial Transactions Workbench program, you may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the program documentation, all in accordance with the program documentation, and provided that such materials or modified materials shall be used solely with your licensed use of such programs. You shall not limit in any way Oracle's right to develop, use, license, create derivative works of, or otherwise freely exploit the programs, ancillary programs, program documentation, or any other materials provided by Oracle, or to permit third parties to do so.
- The Siebel Details Program includes a license for 20 Concurrent Users that authorizes you to use the program on only one Computer for a maximum of 20 Concurrent Users at any given time.
- The Siebel Marketing Server program is licensed on a Computer basis together with the number of unique Customer Records that you may access using the program.
- The Siebel Pharma Marketing Server is licensed on the basis of the number of unique Customer Records that you may access using the program together with the number of Brands that you may manage using the program.
- The Siebel Pricing Claims Server-Up to 20 Application Users is licensed on a Computer basis with a limitation on the number of Application Users.
- Your initial license to the Siebel Reports Program includes a maximum of two Application Users of Siebel Report Designer and two Application Users of Siebel Report Designer Professional at no additional charge, regardless of the number of Application Users of Siebel Reports you have licensed.
- The users or processors of the Siebel Web Channel program may access a maximum of 15 Objects. An "Object" is defined as each data entity within the Business Object Layer of the programs that is defined in the Siebel Tools program.

Licensing Rules for Programs Licensed per UPK Module

- Oracle grants to you a non-exclusive, nontransferable license for your UPK Developer(s) to: (i) use those User Productivity Kit ("UPK") programs licensed as UPK modules (collectively referred to as "UPK content") only as necessary to create and provide training solely for UPK Employees and/or UPK Users to use the underlying programs for your benefit; (ii) make an unlimited number of copies of the UPK content only as necessary to create and provide training solely to UPK Employees and/or UPK Users to use the underlying programs for your benefit; and (iii) develop modifications and customizations to the UPK content, if applicable, all subject to the terms and conditions set forth in this agreement, provided all copyright notices are reproduced as provided on the original. You represent and warrant that you have a valid license for the underlying program(s). You are prohibited from reselling or distributing the UPK content to any other party or using the UPK content other than as explicitly permitted in this agreement. Oracle represents that the UPK content and any content created by you using the UPK content contains valuable proprietary information. Oracle retains title to all portions of the UPK content and any copies thereof. You shall use UPK content modifications created by you solely for your internal use in accordance with the terms of this agreement. You may provide access to and use of the UPK content only to those third parties that are licensed as UPK Users and that: (a) provide services to you concerning your use of the UPK content; (b) have a need to use and access the UPK content; and (c) have agreed to substantially similar non-disclosure obligations imposed by you as those contained in this agreement.