ORACLE®

License Definitions and Rules

Definitions and License Metrics

Adapter: is defined as each software code interface, installed on each Application Interconnect hub, which facilitates communication of information between third party software applications and Oracle programs.

$M Annual Transaction Volume: is defined as one million U.S. dollars (686,082 Pounds Sterling) 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.

$M Annual Transportation Spend: is defined as one million U.S. dollars (686,082 Pounds Sterling) in all transportation and logistics service purchase orders, auctions and Request for Quotes (RFQs) conducted through the Oracle Transportation by you and others during the applicable year. Auctions and RFQs must be counted regardless of whether the auction or RFQ results in a purchase order; if an auction or RFQ results in a purchase order it shall only be counted toward the Annual Transportation Spend once. If the Annual Transportation Spend is unknown to you, then the Annual Transportation Spend shall be equal to 15% of total company revenue.

Applications National Language Support (NLS) Supplement CD Packs: Please be advised that only a subset of the products included on an Applications NLS Supplement CD 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.

Application User: is defined as an individual authorized by you to use the 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.

Application Read-Only User: is defined as an individual authorized by you to run only queries or reports against application programs for which you have acquired Application User licenses.

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.

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.

$M Cost of Goods Sold: is defined as one million U.S. dollars (686,082 Pounds Sterling) 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.

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.*)

Employee User: is defined as an individual authorized by you to use the application 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. Your human resource personnel that require access to the Oracle Self Service Human Resources program may not be licensed as Employee Users, but must be licensed as Professional Users. Additionally, your technical support personnel that require access to the Oracle iSupport program may not be licensed as Employee Users, but must be licensed as Professional Users.

Entry: is defined as a unique item (e.g., object, person, entity or item of information) stored within the programs. Replicated entries stored within the program on multiple servers are counted as a single entry.

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.

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

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.

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.

iLearning Subscription: is defined as a web based learning environment that is made available to you subject to the terms of this agreement and Oracle's iLearning Subscription Policies. Oracle's iLearning Subscription Policies are located at http://oracle.com/policies/ilearningpolicy.html, and may be updated by Oracle from time to time without notice to you.

Implementation Services, Packaged Methods, Architecture Services, Accelerator Services, Assessment Services and Workshops
Each Implementation Service, Packaged Method, Architecture Service, Accelerator Service, Assessment Service and Workshop is provided subject to the statement of obligation for that particular offering and Oracle's consulting services policies. Oracle's consulting services policies are located at www.oracle.com/consulting/policies/index.html?content.html, and are subject to change.

Invoice Line: is defined as the total number of 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.

Learning Credits: may be used to acquire education products (excluding Oracle Tutor, Oracle iLearning and Oracle iLearning Subscription) and services, at the list price and under the terms specified in the Oracle University online catalogue, posted at www.oracle.com/education, at the time such products or services are ordered. A Learning Credit is valid for 12 months from the date the Learning Credit is ordered, and may only be used in the country where it was acquired. Any unused Learning Credit will expire at the end of the term. You may be required to execute standard Oracle ordering materials when using a Learning Credit to order education products or services.

$M in Managed Assets: is defined as one million U.S. dollars (686,082 Pounds Sterling) 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.

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

Named User Plus: 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. 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.

Non Employee User - External: is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application 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.

OFD Agreement: is an agreement 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.

Oracle Learning Network (OLN): OLN is a web based learning environment that is made available to you subject to the terms of this agreement and Oracle's OLN Hosting Access Policies. Oracle's OLN Hosting Access Policies are located at www.oracle.com/education/oln/index.html?oln_policies.html, and may be updated by Oracle from time to time without notice to you.

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.

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 User: is defined as an individual authorized by you to use the Oracle Partners Online program which is installed on a single server or on multiple servers regardless of whether the individual is actively using the Oracle Partners Online program at any given time.

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 Time and Labor, a person is defined as an employee or contractor whose time or labor (piece work) or absences are managed by 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.

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.

Primary Usage: is defined as each Application User of the following applications: Financials, Discrete Manufacturing, Process Manufacturing, Project Costing and Purchasing. Each such Application User is counted only once based on primary usage. You must specify how many Application Users you are licensing for each application. Primary Usage of one of the applications listed above provides the Application User with the right to use any or all of the other application

programs listed above for which you are licensed. Primary Usage does not provide you with the right to use other application programs including the extensions or options to the application programs listed above.

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 third party users. For the Healthcare Transaction Base program, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and this program are installed and/or running are counted for the purpose of determining the number of licenses required. For the iSupport, iStore and Configurator programs, only the processors on which Internet Application Server (Standard Edition and/or Enterprise Edition) and the licensed program are running are 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.

Professional User: is defined as an individual authorized by you to use the application 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. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

Professional User – External : is defined as an individual, who is not your employee, contractor or outsourcer, authorized by you to use the application 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. For the purposes of Order Management, Advanced Pricing and Purchasing, Professional Users – External are allowed to manually enter orders directly into these programs but any orders transmitted or executed electronically (via EDI, XML or other electronic means including purchase orders transmitted from Oracle Purchasing) must be licensed separately using the Order metric.

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

Purchase Line: is defined as the total number of purchase line items processed by the application during a 12 month period. Multiple purchase lines may be created on either a requisition or purchase order or may be automatically generated by other Oracle Application programs. For iProcurement, Purchase Lines are counted as all line items on an approved requisition created in iProcurement. For Purchasing Intelligence, Purchase Lines are counted as the line items on purchase orders processed through this application. This does not include communication on the same purchase order. For each application, you may not exceed the licensed number of Purchase Lines during any 12 month period unless you acquire additional Purchase Line licenses from us. You may acquire a different number of Purchase Line licenses for each program (the number of Purchase Lines for iProcurement could be a smaller number than for Purchasing Intelligence).

$M in Revenue: is defined as one million U.S. (686,082 Pounds Sterling) in all income (interest income and non interest income) before adjustments for expenses and taxes generated by you during a fiscal year.

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.

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 (686.08 Pounds Sterling) 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.

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.

Technical Support
For purposes of the ordering document, technical support consists of Software Updates, Product Support and/or other annual technical support services you may have ordered. If ordered, annual technical support is provided under Oracle's technical support policies in effect at the time the services are provided. The technical support policies, incorporated in the Oracle License and Services Agreement, are subject to change and may contain additional terms, and you should review the policies prior to entering into the ordering document for the applicable services. You may access the current version of the technical support policies at http://oracle.com/support/index.html?policies.html. Technical support acquired with your order may be renewed annually and for the initial two renewal years the technical support fee will not increase by more than 4% over the prior year's fees. If your order is fulfilled by a member of Oracle's partner program, the technical support fee for the first renewal year will be the price quoted to you by your partner; the technical support fee for the second renewal year will not increase by more than 4% over the prior year's fees. If you desupport a subset of licenses in a license set, you may be required to terminate those licenses. Any cancellation of support may result in the re-pricing of support for your remaining licenses.

Oracle reserves the right to desupport its programs. You will be notified in advance when a program is being desupported. Such desupport notices, which are posted at Oracle's customer support web site, MetaLink (or Oracle's then current customer support web site), contain desupport dates, information about availability of Extended Assistance Support and Extended Maintenance Support and information about migration paths for certain features. The desupport notices are subject to change; Oracle will provide updated desupport notices on MetaLink (or Oracle's then current customer support web site) as necessary.

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

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

You are responsible for ensuring that the following user minimums are maintained per program that you license per named user plus:

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
Message Broker	10 Named Users Plus per Processor
TopLink	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

You are responsible for ensuring that the following restrictions are not violated:
- Oracle Database Standard Edition may only be used on machines which have the ability to run a maximum of four processors.
- The number of Enterprise Edition option licenses, Enterprise Manager licenses and Rdb Server option licenses must match the number of licenses of the associated database.
- The number of Internet Application Server Enterprise Edition option licenses must match the number of licenses of the associated Internet Application Server.

Your license for the Oracle Database includes the right to run the database on an unlicensed spare computer for up to a total of ten separate days in any given calendar year. Any use beyond the right granted in the previous sentence must be licensed separately.