

SIEBEL PRODUCT USE RIGHTS

The following use rights shall apply if the Siebel Program(s) have been ordered by Customer under an Order Form:

1. For Siebel Programs licensed on a per-"Application User" basis, the Order Form sets forth the maximum number of individuals that Customer may authorize to use the Siebel Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Siebel Programs at any given time. Customer may copy, install and use these Siebel Programs for additional Application Users only upon payment of additional Siebel Program license fees.
2. For Siebel Programs licensed on a per-"Computer" basis, the Order Form sets forth the number of computers on which Customer may copy, install, and use these Siebel Programs. Customer may copy, install and use these Siebel Programs on additional computers only upon payment of additional Program license fees.
3. For Siebel Programs licensed on a per-"Concurrent User" basis, the Order Form sets forth the maximum number of individuals that may concurrently use or access the Siebel Programs. Concurrent Users shall be only customers or prospective customers of Customer, and shall not be business partners, or employees of Customer, except for the Siebel "Partner Community" Siebel Programs, for which Concurrent Users may be business partners of Customer. Customer may copy, install and use these Siebel Programs for additional Concurrent Users only upon payment of additional Program license fees.
4. For Siebel Programs licensed on a per-"Registered User" basis, the Order Form sets forth the maximum number of individuals that Customer may authorize to use the Siebel Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Siebel Programs at any given time. Registered Users shall be only business partners of Customer, and shall not be employees of Customer. Customer may copy, install and use these Siebel Programs for additional Registered Users only upon payment of additional Program license fees.
5. For Siebel Programs licensed on a per-"Application Instance (App Instance)" basis, the Order Form sets forth the number of individual installations of an application (each an "Application Instance") that Customer may integrate using the Siebel Programs. Each Program identified as a "2 Instance" Program provides Customer the right to implement the particular Program to integrate two Application Instances. Each Program identified as an "Addnl Instance" Program provides Customer the right to implement the particular Program to integrate one additional Application Instance.
6. For Siebel Programs licensed on a per-"Physical Server" basis, such Siebel Programs shall be used only for the internal business operations of the Customer entity signing the Order Form, and shall not be used or accessed for the business operations of any third party, including but not limited to Customer's customers, partners, or Customer's Affiliates. There is no limitation on the number of physical servers on which such Siebel Programs may be copied, installed and used.
7. For Siebel Programs licensed on a per-"Partner Company" basis, the Order Form lists the maximum number of Partner Companies that Customer may authorize to use or access the Siebel Programs in support of Customer's internal business operations, regardless of whether the individual Partner Company is actively using or accessing the Program at any given time. A "Partner Company" shall mean each individual, named business entity or organization that is a partner of Customer and that is doing business at an individual business address, and shall not include Customer employees or any affiliates of a Partner Company (i.e., each affiliate would be counted as separate Partner Company). Each separate Partner Company place of business shall be counted as one Partner Company. Customer may copy, install and use these Siebel Programs for additional Partner Companies only upon payment of additional Program license fees.
8. For Siebel Programs licensed on a per-"Covered Life" basis, the Order Form lists the maximum capacity of Covered Lives for which Customer may use the Siebel Programs. A "Covered Life" shall mean a unique, named individual who is receiving healthcare coverage under a product or plan offered or administered by Customer and whose coverage information is managed or displayed using the Program (e.g., an individual with three dependents would be counted as four Covered Lives), regardless of whether any such individuals actually use the Siebel Programs.
9. For Siebel Programs licensed on a per-"Telephone Number" basis, the Order Form lists the maximum capacity of Telephone Numbers for which Customer may use the Siebel Programs. A "Telephone Number" shall mean a 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.
10. For Siebel Programs licensed on a per-"Customer Account" basis, the Order Form lists the maximum capacity of Customer Accounts for which Customer may use the Siebel Programs. A "Customer Account" shall mean a 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.
11. For Siebel Programs licensed on a per-"Workstation" basis, the Order Form lists the maximum number of client computer(s) from which the Siebel Programs may be accessed, regardless of where the program is installed. For "2-Shift Workstation User" licenses, Customer may authorize up to 2 individuals per day access the Siebel Programs from a single Workstation, provided that only 1 individual may access the Siebel Programs on such Workstation during any single work shift. For "3-Shift Workstation User" licenses, Customer may authorize up to 3 individuals per day access the Siebel Programs from a single Workstation, provided that only 1 individual may access the Siebel Programs on such Workstation during any single work shift.

12. For Siebel Programs licensed on a "Per CPU" basis, the Order Form lists the maximum number of central processing units (CPUs) on which Customer may copy, install, and use these Siebel Programs.
13. For Siebel Programs licensed on a per-"Developer" basis, the Order Form sets forth the maximum number of individuals that Customer may authorize to use the Siebel Programs which are installed on a single server or multiple servers, regardless of whether the individual is actively using the Siebel Programs at any given time. Customer may copy, install and use these Siebel Programs for additional Developers only upon payment of additional Siebel Program license fees.
14. For Siebel Programs licensed on a per-"Registered Net Bank User" basis, the Order Form sets forth the maximum of Registered Net Bank Users that Customer may authorize to use the Siebel Programs. A "Registered Net Bank User" is defined as an Application User who is a customer of Customer and who is registered with Customer to use its internet banking services.
15. For Siebel Programs licensed on a per-"Registered Bank Machine" basis, the Order Form sets forth the maximum number of Registered Bank Machines for which Customer may use the Siebel Programs. A "Registered Bank Machine" is defined as an individual Automated Bank Machine with a display allowing individuals to execute personal banking transactions at a fixed location.
16. Siebel Programs 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 license for the Siebel Program shall terminate.
17. For the ***Demantra Predictive Trade Planning and Demantra Trade Promotion Optimization*** Programs, "\$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 Customer then "Cost of Goods Sold" shall be equal to 75% of total company revenue. For the Demantra Predictive Trade Planning and Demantra Trade Promotion Optimization Programs, Customer must not violate the application licensing prerequisites as specified in the Applications Licensing Table which may be accessed at <http://oracle.com/contracts>.
18. The ***Siebel Marketing Server*** Program is licensed on a per-Computer basis and on the basis of the number of unique customer records (including both contact records, prospect records and records in external data sources) that Customer may access using the Program, as set forth in the Order Form. Customer may copy, install and use this Program with additional customer records or on additional computers only upon payment of additional Program license fees. Notwithstanding the foregoing, the ***Siebel Marketing Server - CRM Edition*** Program may not be used to access records in external data sources.
19. The ***Siebel Pharma Marketing Server*** is licensed on a per-Physical Server basis and on the basis of (i) the number of unique customer records (including both contact records, prospect records and records in external data sources) that Customer may access using the Program, as set forth in the Order Form, and (ii) the number of "Brands" that Customer may manage using the Program, as set forth in the Order Form. A "Brand" is a named product offering that corresponds to a specific molecular entity, including multiple dosage forms and multiple strengths for the same molecular entity. Customer may copy, install and use this Program on additional physical servers or with additional customer records or Brands only upon payment of additional Program license fees.
20. The ***Siebel Email Marketing Server Stand Alone*** Program is licensed on a per-Computer basis and on the basis of the number of unique records that may be recipients of mailings using the Program, as set forth in the Order Form. Customer may copy, install and use this Program with additional records or on additional computers only upon payment of additional Program license fees.
21. The ***Siebel Pricing Claims Server-Up to 20 Application Users*** Program is licensed on a per-Computer basis with a limitation on the number of Application Users that Customer may authorize to access the Program, as set forth in the Order Form. Customer may copy, install and use this Program with additional Application Users or on additional computers only upon payment of additional Program license fees.
22. The ***Siebel Loyalty Engine*** Program is licensed on the basis of the number of customer loyalty program member records managed by the Program. The number of member records that Customer may manage with each Program license is set forth in the Program name. Customer may use this Program with additional member records only upon payment of additional Program license fees. The Siebel Loyalty Engine 1,000,000 Member Add-on Program may only be licensed by Customer after Customer has purchased Program licenses with a minimum capacity of 10,000,000 member records.
23. The ***Siebel Order Validation Engine*** Program is licensed on a per-Customer basis and on the basis of the number of Annual Transaction Line Items processed by the Program, where "Annual Transaction Line Items" means all individual line items included within a quote, order or contract, whether in draft, pending or final form, that are processed by the Program during any twelve consecutive month period. Customer may copy, install and use this Program to process additional Transaction Line Items only upon payment of additional Program license fees.
24. The ***Siebel " Web Channel"*** Siebel Programs are licensed on the basis of the number of Application Users that Customer may authorize to use the Program and on the maximum number of Objects that may be accessed by such Application Users. A Siebel business Object is a data entity within the Business Object Layer of the Siebel Programs that is defined in the Siebel Tools Program. Customer may only access additional Objects above the quantity licensed only upon payment of additional license fees.
25. The ***Siebel Group Sales & Event Management*** Program is licensed on a per-Guest Room basis, based on the number of Guest Rooms per Site at the time the licenses are purchased by Customer, where a "Site" shall mean each individual guest facility with a distinct street address. Customer may use this Program with additional Guest Rooms or additional Sites only upon payment of additional Program license fees.
26. The ***Siebel Adverse Events and Complaints*** Program is licensed on the basis of the number of Application Users that Customer

may authorize to use the Program. The maximum number of Application Users that Customer may authorize to use the Program is set forth in the Program name. Customer may use this Program with additional Application Users only upon payment of additional Program license fees.

27. Customer's license to the **Siebel Reports** Program (named Siebel Reports Server prior to version 7.7) 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 or Siebel Reports Server licensed by Customer under the Order Form or any other Order Form. Customer may copy, install and use this Program with additional Application Users of Siebel Report Designer and Siebel Report Designer Professional only by purchasing such additional Program licenses separately.
28. The **Siebel Analytics Platform Base, Siebel Analytics Platform Server CRM Edition, Siebel Analytics Platform Server Enterprise Edition, Siebel Analytics Platform Server Extended, Siebel Usage Accelerator Platform Server, Additional Siebel Data Warehouse Server, Siebel Marketing Analytics Platform Server 7, Siebel Analytics Platform Server – Base / CRM Edition, Siebel Analytics Platform Server – Extended / Enterprise Edition** and **Additional Siebel Data Warehouse Server** Siebel Programs are licensed on a per-Physical Server basis, provided that in no event may Customer use such Siebel Programs on more than 10 central processing units (CPUs) on each physical server. Customer may copy, install and use such Program on additional physical servers or with additional CPUs only upon payment of additional Program license fees.
29. The **Siebel Performance Scorecard** Program is limited to use by Customer's call center agent Application Users (excluding any supervisory, managerial or other job functions) for the purpose of accessing a single dashboard containing personal performance metrics solely in the areas of contact activity, service activity, call and call handling activity, and sales and service attainment compared with agent targets and/or benchmarks. Use of the Program to access any other data sources, or by any other Application Users for purposes other than those described above, is not permitted and requires the licensing of the appropriate Siebel Business Analytics Siebel Programs.
30. The **Siebel Details** Program includes a 20 "Concurrent Users" license that authorizes Customer to use the Program on only one computer for a maximum of 20 Concurrent Users at any given time. Customer may copy, install and use this Program for additional Concurrent Users or computers only upon payment of additional Program license fees.
31. The **Siebel Connector for SAP™ R/3®** Program is only available to valid licensees of the corresponding SAP software. Customer represents and warrants that it is an authorized SAP software licensee.
32. The **Siebel Usage Accelerator Platform Server** Program may be used solely to access the Usage Accelerator Subject Areas (as specified in the Documentation) for the sole purpose of capturing and analyzing usage information on Customer's Application Users of Siebel Siebel Programs. Customer may not use the Siebel Usage Accelerator Server to analyze data from any other subject areas or databases or for any purpose other than as set forth herein. The Siebel Usage Accelerator Platform Server Program is licensed on a per-Physical Server basis with a limitation on the maximum number of central processing units (CPUs) per physical server. In no event may Customer use this Program on more than 10 central processing units (CPUs) on each physical server. Customer may copy, install and use this Program on additional physical servers or with additional CPUs only upon payment of additional Program license fees.
33. The **Siebel Usage Accelerator - Dashboard** Program may be used solely to access and receive alerts related to the Usage Accelerator Subject Areas (as specified in the Documentation) for the sole purpose of analyzing usage information on Customer's Application Users of Siebel Programs.
34. For the **UAN Integration Application** Siebel Programs and the **UAN Application Integration Foundation** Program, Customer may use third party tools to (a) create materials or (b) modify the UAN Integration Applications and/or the UAN Application Integration Foundation, all in accordance with the Documentation, and provided that such materials or modified materials shall be used solely with Customer's licensed use of such Siebel Programs. Customer shall not limit in any way Siebel's right to develop, use, license, create derivative works of, or otherwise freely exploit the Siebel Programs, Ancillary Siebel Programs, Documentation, or any other materials provided by Siebel, or to permit third parties to do so.
35. 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, Customer may use third party tools to (a) create materials or (b) modify the materials identified as Sample Screen Code and Process Templates in the Documentation, all in accordance with the Documentation, and provided that such materials or modified materials shall be used solely with Customer's licensed use of such Siebel Programs. Customer shall not limit in any way Siebel's right to develop, use, license, create derivative works of, or otherwise freely exploit the Siebel Programs, Ancillary Siebel Programs, Documentation, or any other materials provided by Siebel, or to permit third parties to do so.
36. Each license of an **"Upgrade (Upg)"** Program, when combined with the original Program previously licensed from Siebel, provides Customer with one license to the indicated Program.