

## Exhibit B: Continuent License

Customer wishes to obtain a license from Continuent to use the Licensed Software, as defined below, according to the Terms and Conditions and the terms set forth below.

**1. Definitions.** "Licensed Software" means Continuent's Tungsten Clustering and/or Tungsten Replicator software, a set of data replication, database availability and performance scalability solutions. The Licensed Software is comprised of several software configurations that run on different operating systems, which are referred to collectively as the "Cluster Software". The Licensed Software is designed for installation on one or more database servers ("databases") (each a "Cluster Member") and includes software that allows the Customer to manage the Cluster Member (the "Cluster Management Console"). Configurations may have different features, which are referred to as "capabilities."

**2. Commercial License.** Continuent shall grant to Customer a nontransferable, nonexclusive, worldwide license to use, execute and display the Licensed Software with the specified operating system(s) and number of databases, in executable object code format only, solely for Customer's own internal business operations (the "Commercial License"). The foregoing license includes a license to use any other materials provided or disclosed to Customer by Continuent or its third party suppliers (the "Continuent Materials") solely in connection with such Licensed Software. The Licensed Software (and all copies thereof made by Customer), shall remain the property of Continuent.

### **3. Term of Commercial License.**

The Commercial License shall be effective on receipt of purchase order of the Licensed Software, which shall include the number of servers to be subject to such license, and the term for such license (the "License Start Date") and subject to early termination as provided in the Agreement, shall continue until the expiration of the applicable subscription term (e.g. 1-year term, 2-year term or 3-year term) (the "Term").

**4. Fees.** The Commercial License is a fee-bearing license, and Customer agrees to pay to Continuent the per-server subscription fees applicable for the term of the Commercial License in accordance with the payment terms established in the Agreement.

**5. Restrictions.** The Commercial License are subject to the following restrictions: (i) licenses cannot be transferred from one database server to another if there is a possibility of the Licensed Software being used on two different database servers at the same time; (ii) Customer shall not license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose or otherwise commercially exploit or make the Licensed Software or the Continuent Materials available to any third party; (iii) Customer shall not modify, make derivative works of, disassemble, reverse compile or reverse engineer any part of the Licensed Software or access the Licensed Software or Continuent Materials in order to build a similar or competitive product or service; (iv) except as expressly stated herein, no part of the Licensed Software or Continuent Materials may be copied, reproduced, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording or other means; and (v) Customer shall not disclose the results of any benchmark test or evaluation of the Licensed Software to any third party without Continuent's prior written approval.

**6. Unlicensed Software.** Continuent may include software configurations that run on operating systems that are not licensed by Customer under this Agreement ("Unlicensed Software") in the electronic distribution that contains the Licensed Software Customer has licensed hereunder. Customer acknowledges and agrees that Customer has no right or license whatsoever to any Unlicensed Software and that such software is included in the distribution solely as a matter of administrative convenience for Continuent. Customer agrees to access only those software configurations that run on the operating system(s) for which Customer has purchased a license and agrees not to attempt to gain access to, or permit any third party to gain access to, the Unlicensed Software.

**7. Term.** Subject to early termination as provided in Section 2, the Agreement will remain in effect for so as Continuent is performing Services pursuant to the Statement of Work, during the term of the Continuent Tungsten Clustering license pursuant to Exhibit B, or for so long as support services are being provided by Continuent pursuant to Exhibit C [whichever period is longest].