

VIGNETTE CORPORATION

(Vignette Portal Server)

SECTION 1: DEFINITIONS

- 1.1 **“Delivered Data Elements”** means content or data items that are stored or accessed by the Altera Software and which are made available to Customer by Altera for display on a Portal Site.
- 1.2 **“Documentation”** means any user manuals, training materials and operating instructions for the Software that may be provided with the Altera Software in written or electronic form.
- 1.3 **“Portal Site”** means a Web Site developed by or for Customer using the Software as delivered with the Altera Software.
- 1.4 **“Users”** means individuals authorized by Customer to access and use the Altera Software.
- 1.5 **“Web Site”** means a set of compilations of integrated text, graphics, sound or other materials, which, through certain software (e.g. a Web Browser), is displayed on client computers, hand-held devices, or other displays.
- 1.6 **“Vignette Portal Server”** means the software developed by Vignette and incorporated into various Altera Software applications with the License and restrictions stated within this Exhibit.
- 1.7 **“Vignette Portal Server OEM”** means a restricted license of Vignette Portal Server with restricted License and Rights stated within this Exhibit.
- 1.8 **“Vignette Portal Server Development Licenses”** means a development license of Vignette Portal Server with the License and development rights as stated within this Exhibit.

SECTION 2: LICENSE

2.1 Vignette Portal Server Portal Server.

2.1.1 Customer may install and use the Software for the purpose of developing, testing, displaying, transmitting, and supporting Portal Sites and to support Users.

2.1.2 Customer may incorporate, reproduce and distribute Documentation or portions thereof into Customer’s documentation for a Portal Site to Customer’s employees and to Users.

2.1.3 Customer shall use the Software only on the specified number of CPUs licensed. Use of the software on additional CPUs shall be subject to payment of additional fees.

2.1.4 In operation of Portal Sites, Customer shall comply with all applicable laws and regulations. Customer may post on the Portal Sites only content owned by Customer or for which Customer has received express permission from the owner, and content in the public domain.

2.2 Vignette Portal Server OEM License.

2.2.1 Customer may install and use the Software for the purpose of developing, testing, displaying, transmitting, and supporting the licensed Software and to support Users.

2.2.2 Customer shall not be permitted to incorporate, reproduce or distribute Documentation or portions thereof into Customer’s documentation for Users.

2.2.3 Customer may install and use the Software only in conjunction with the Altera Software, and shall only use Delivered Data Elements with Portal Sites. Only third party applications and data that are accessed or interfaced directly with Altera Software and made available through the Delivered Data Elements shall be

integrated with the Portal Site(s). Notwithstanding the foregoing, Customer may use the Software to customize individual User views of the Delivered Data Elements.

2.2.4 Customer shall not be permitted to create or modify Java Server Page (JSP) modules delivered with the Software.

2.2.5 Use of the Software outside of the boundaries defined in 2.1.1 through 2.1.4 above shall require modification to the Agreement and shall be subject to payment of license fees for the Software.

2.3 Vignette Portal Server Development License.

2.3.1 Customer may install and use the Software for the purpose of developing and testing Portal Sites for deployment on the Horizon^{WP} Foundation. Customer may not deploy Portal Sites directly on the Software.

2.3.2 Customer may incorporate, reproduce and distribute Documentation or portions thereof into Customer's documentation for a Portal Site to Customer's employees and to Users.

2.3.3 Customer shall use the Software only on the licensed server. Use of the software on additional servers shall require modification to the Agreement and shall be subject to payment of additional fees.

SECTION 3: COMPLIANCE WITH LAWS

In operation of Portal Sites, Customer shall comply with all applicable laws and regulations.

SECTION 4: PRODUCT WARRANTY

For a period of 90 days after implementation of the Software by Customer, the Software shall substantially conform to and operate in accordance with the Documentation. Vignette's and Altera's sole and exclusive liability, and Customer's sole remedy, with respect to non-conformities with the foregoing warranty will be for Vignette to repair or replace the nonconforming portion of the Software. This warranty shall not extend to any non-conformities or errors that result from: (i) Customer's failure to implement updates to the Software made available to Customer by Altera; (ii) use of the Software other than in accordance with this Agreement and the Documentation.

EXCEPT AS SET FORTH ABOVE, VIGNETTE AND ALTERA MAKE NO WARRANTY, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE AND SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. VIGNETTE AND ALTERA MAKE NO WARRANTY THAT THE SOFTWARE IS ERROR-FREE.

SECTION 5: THIRD PARTY BENEFICIARY

Vignette, along with Sun Microsystems, Inc. and Oracle Corporation (for components of the Software licensed by Vignette from these parties), shall be considered third party beneficiaries under this Agreement and as such shall be entitled to the benefit of the obligations incurred by the Altera Customer in this Agreement.