SAP PE Build (formerly OEM) Software Use Rights

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PREAMBLE

The terms set forth in this PE Build (formerly OEM) Software Use Rights document ("**Use Terms**") apply to any Named Users and Packages licensed pursuant to the Agreement (including orders placed directly with SAP or through an authorized partner of SAP) referencing these Use Terms, Product Use Rights or similar naming conventions. Each capitalized term referenced in these Use Terms shall have the meaning given it in the GTC. Terms or restrictions applicable to a component also apply when that component is included or embedded with another Package.

LICENSING PRINCIPLES AND RULES OF USE

1. DEFINITIONS

1.1. Each Software and/or Third Party Software (as defined in the GTC) product licensed pursuant to the Agreement referencing these Use Terms may be referred to as a "**Software Package**" (when referencing only Software) or "**Third Party Software Package**" (when referencing only Third Party Software) or "**Package**" (when referencing both Software and Third Party Software).

1.2. "**End User**" means Partner's customer licensing the Software from Partner, or accessing the Partner's ASP Service, in accordance with the Agreement. An End User shall not include Partner or its Affiliates.

1.3. "**Licensed Level**" means:

a) when referenced in the context of a Named User, the quantity of Metric for which each individual Named User category and type is licensed; and

b) when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed.

1.4. "**Licensee**" means the Partner or the End User, as appropriate, within the meaning of the Agreement. References to "Licensee" apply to Partner in case Partner accesses and Uses the Software, and its End Users, in case Partner's End Users access, Uses or receive the benefits of the Software.

1.5. "**Metric**" means:

a) when referenced in the context of a Named User, the individual Named User category and type (and corresponding Named User definition setting for such Named User's Use rights) as further described in Section 5.1; and

b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 6.

1.6. "**Named User**" means any individual authorized by Licnesee to Use a Package, including without limitation employees of its Affiliates or other third parties authorized to Use a Package.

1.7. "**Named User License**" means the Metric and Licensed Level applicable to each Named User.

1.8. "**Order Form**" shall mean the order document for the Named Users and Packages licensed under the Agreement, including order documents placed directly with SAP or through an authorized reseller, distributor, OEM or other authorized partner of SAP.

1.9. "**Package License**" means the Metric and Licensed Level applicable to each Package; a Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms and Use rules applicable to such Package.

1.10. "**Use**" means to activate the processing capabilities of the Software, load, execute, access, employ the Software, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Software, a Licensee or third-party interface, or another intermediary system.

2. STANDARD LICENSE PRINCIPLES AND RULES OF USE

2.1. Named User License & Package License Required

2.1.1. Except as otherwise specifically provided in Sections 3.2 and 7, the Use of any Package requires both a Named User License and a Package License. Licensee needs to hold a Named User License for any individual accessing any Package, and such Named User License shall define the extent to which such individual may Use the Package, such Use of the Package in all cases being further subject to the Package License. Named User Licenses cannot be assigned to more than 1 individual.

2.2. Named User Exception

2.2.1. Where data is exported from any licensed Software (excluding all SAP Business Warehouse Software and/or third party databases) to Non-SAP Application(s) pursuant to a predefined query that:

a) was created by an individual licensed to Use the Software from which the data is being exported; and

b) runs automatically on a scheduled basis,

the use of such data by Non-SAP Application(s) or their users does not require a license hereunder provided such use does not result in any updates to or trigger any processing capabilities of any licensed Software. "**Non-SAP Application(s)**" means any technologies, other than licensed Software, for which Licensee has secured an appropriate license from an entity other than SAP, SAP SE, or any of their subsidiaries or distributors.

2.3. Runtime Software

2.3.1. Licensed Package(s) (including Modifications thereto) may utilize limited functionality of other Packages for which Licensee does not hold a license, or functionality of Third Party Products that are embedded in, or incorporated for use with, the licensed Package(s) ("**Runtime Software**"). Until Licensee has expressly licensed the Runtime Software from SAP or its licensors for use independent of the licensed Package(s), Licensee's Use of such Runtime Software is limited to access by and through the licensed Package(s), for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed Software as specified in the Documentation.

2.4. Country or Language Versions and Availability Restrictions

2.4.1. There are no applicable country or language specific versions licensed by Licensee from SAP unless otherwise specifically stated in an Order Form. Packages may be subject to availability restrictions. Information about such restrictions including

country availability, supported languages, supported operating systems and databases may be provided through the Product Availability Matrix (PAM) published at http://support.sap.com/pam or otherwise included in the Documentation.

2.5. Internet Connectivity

2.5.1. Some Packages require connection to the internet in order to properly function. Licensee is responsible for obtaining internet connectivity and SAP will not be responsible for loss of functionality due to failure of internet connectivity.

2.6. Third Party Web Services

2.6.1. Some Packages enable connection to Third Party Web Services. For the purposes of these Use Terms, "**Third Party Web Services**" means:

a) any and all web services made available by third parties (other than SAP, SAP SE or any of their affiliated companies) that are accessible through or enabled by the Software or SAP Materials, and

b) any and all application programming interfaces, web service definition files, and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services. Examples of Third Party Web Services include: Facebook, Evernote, Twitter, Google Maps and other such services.

2.6.2. The following terms apply to all Third Party Web Services:

a) Licensee is solely responsible for obtaining all account and authentication credentials required to access or use the Third Party Web Service's API or the Third Party Web Service.

b) Use of the Third Party Web Service's API is subject to Licensee's acceptance of the Third Party Web Service's terms and conditions, which must be obtained from the Third Party Web Service provider. SAP is not a party to the agreement between the Licensee and the Third Party Web Service provider.

c) The Third Party Web Service's API and the Third Party Web Service are excluded from all SAP representation, warranties, indemnifications and support obligations.

d) Licensee expressly agrees to indemnify SAP, its officers, employees, agents and subcontractors from and against all claims, liabilities, losses, damages and costs (including reasonable attorney fees) suffered by SAP arising from the use of any Third Party Web Services by Licensee or its Affiliates.

e) SAP may throttle, suspend or terminate the Licensee's access to the Third Party Web Service's API through the Product if Licensee violates or causes SAP to violate Third Party Web Service provider's terms of service or other applicable Third Party Web Service provider agreements or policies (including, without limitation, exceeding any data or usage limits).

3. EXCEPTIONAL LICENSE PRINCIPLES AND RULES OF USE FOR SPECIAL LICENSE SCENARIOS

3.1. This Section 3 applies to the following special license scenarios ("**Special License Scenarios**"), and prevails over any contradicting terms in Section 2.

3.2. Standalone Use

3.2.1. "Standalone Use" means that the Software (and any corresponding Third Party Software) licensed under the Agreement may only be used with or access, directly or indirectly, the Partner or OEM applications and any other Software or Third Party Products identified under this Agreement.

3.2.2. For avoidance of doubt, all Software licensed under a Restricted License or by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

3.3. Restricted License

3.3.1. If Licensee acquired the Software bundled or otherwise provided in combination with or for use with a third party product ("OEM Application") from a third party, Licensee has acquired a Restricted License. Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Restricted Licenses may not be combined or used with unrestricted licenses.

3.4. Subscription License

3.4.1. Unless otherwise agreed in writing, if the Software is licensed on a subscription basis, Licensee is granted a non-exclusive and non-transferable license to use the Software for a 12 month term, renewable annually at Licensor's then current rate or such other term as mutually agreed in writing by the parties.

3.5. Development License

3.5.1. Unless otherwise agreed in writing, if Licensee receives a development license, Licensee may use the number and type of licenses acquired only to develop or test such developments. A development license cannot be used in or transferred to a production environment.

3.6. Update License

3.6.1. Unless otherwise agreed in writing, if Customer receives the Software as an update to a previously licensed product, Customer's license to use the Software is limited to the aggregate number of licenses Customer has acquired for the previous product. If Customer chooses to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses Customer acquired for the previous product.

3.7. Evaluation or Not for Resale License

3.7.1. Unless otherwise agreed in writing, an “Evaluation License” or “Not for Resale License” may be used only for the number and type of licenses specified and for the period specified on the Software packaging, ordering or shipping documentation. Upon expiration of such specified period, the Software associated with an Evaluation License or Not For Resale License will not function unless Licensee has obtained applicable permanent license keys. If the ordering or shipping documentation specifies a particular project, the Software may be used only with that project. An Evaluation License may only be used for evaluation purposes and may not be used for production purposes. Notwithstanding any other provision of this Agreement, Software provided under an Evaluation or Not for Resale License are provided “as-is” without warranty of any kind, express or implied. An Evaluation License or Not for Resale License may be terminated by SAP upon written notice at any time.

3.8. SAP Business One Software

3.8.1. Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 5.

3.9. ASP Licenses

3.9.1. Where Partner is granted a license to Use the Software to provide its ASP Service and the Metric for the Software under the ASP license is dependent on the number of Users, Named Users or Concurrent Sessions , such ASP license cannot be re-allocated or transferred by Partner from one End User to another End User. For the avoidance of doubt, notwithstanding the foregoing, a User or Named User assignment may be transferred from one individual to another employed or affiliated with the End User, but only if the individual to which the User or Named User is assigned: (i) is on vacation; (ii) is absent due to sickness; (iii) has their employment terminated; (iv) is moved into a new job function which no longer requires them to Use the applicable Package(s); or (v) is subject to a condition that is otherwise agreed by SAP.

3.10. Packages with a Maximum List Price

3.10.1. Some Packages have a maximum list price, which is reached once the Parther has licensed and/or distributed the maximum amount of sales units for that Package. Upon licensing and/or distributing the maximum amount of units, the Partner is granted by SAP a non-transferable right to use (in the case of ASP Licenses) or distribute (in the case of On Premise licenses) more than the maximum amount of units without futher payment requirement.

4. VERIFICATION

4.1. SAP is permitted to audit the usage of the licensed SAP Software (in general once a year) by system measurement in accordance with SAP standard procedures. Partner can conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement function modules. In the case of On Premise licenses distributed to End Users, Partner will assist SAP in conducting the measurement at the Customer level and coordinating with the Customer to complete the self-declaration form. The result of the measurement is to be transmitted online via the respective interfaces from Partner’s or its Customer’s system(s) to SAP, or in a machine-readable format. Applying the multi-client concept for user classification shall only be permitted on an exceptional basis and is subject to prior approval by SAP in written form.

METRICS

5. NAMED USER PRINCIPLES AND METRICS

5.1. Named User Principles

5.1.1. Except as otherwise specifically provided, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the Named User License, the Package License, and the Agreement, unless otherwise set forth in Exhibit 3. The transfer of a Named User License from 1 individual to another employed or affiliated with the End User may only be done if the individual to which the Named User License is assigned:

a) is on vacation;

b) is absent due to sickness;

c) has their employment terminated;

d) is moved into a new job function which no longer requires them to Use any Packages; or

e) is subject to a condition that is otherwise agreed by SAP.

5.1.2. Important Note for Licensees with contracts from June 2014 and earlier. Such Licensees may have licensed the following previous user type: SAP BA&T Users.

5.1.3. Licensees that have already licensed the above user type are permitted to license additional quantities of the same user type. Such Licensees are not permitted to license SAP Named Users within their existing license contract.

5.2. Named User Metric – Categories, Types and Corresponding Definitions.

5.2.1. Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2.

6. PACKAGE PRINCIPLES AND METRICS

6.1. Package Principles

6.1.1. Each Package is licensed based upon the Metric applicable to it, and in no case may Use of a Package exceed the License Level for which the Package is licensed.

6.2. Package Metrics – Types and Corresponding Definitions

6.2.1. Package Metrics, including types and corresponding definitions, are stated in Exhibit 2.

7. PACKAGE SPECIFIC TERMS / USE RULES

7.1. Package Licenses

7.1.1. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms and Use rules applicable to such Package as outlined in Exhibit 3.

7.2. Applicability

7.2.1. This Section 7.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software (including databases) in such Order Form ("**Third Party Software Package**") and control over any conflicting terms set forth in the Agreement. All Third Party Software Packages are restricted for Use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 7 of the Use Terms, any Use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

7.3. Exceptions from the GTC for Third Party Software Packages

7.3.1. Section 7.3 (Modification / Add-on) of the GTC shall not apply to any Third Party Software Packages unless otherwise set forth. Licensee shall not make Modifications or Add-ons to Third Party Software Packages, or otherwise modify Third Party Software Packages unless expressly authorized by SAP in writing.

7.4. Limitation of Liability

7.4.1. ANYTHING TO THE CONTRARY HEREIN NOTWITHSTANDING, WITH RESPECT TO ANY AND ALL CLAIMS AND DAMAGES OF ANY KIND OR NATURE IN ANY WAY ARISING FROM OR RELATED TO THE THIRD PARTY SOFTWARE LICENSED PURSUANT TO AN ORDER FORM REFERENCING THESE USE TERMS, UNDER NO CIRCUMSTANCES SHALL SAP OR ITS LICENSORS BE LIABLE TO EACH OTHER OR ANY OTHER PERSON OR ENTITY FOR AN AMOUNT OF DAMAGES IN EXCESS OF THE PAID LICENSE FEES FOR THE APPLICABLE THIRD PARTY SOFTWARE DIRECTLY CAUSING THE DAMAGES OR BE LIABLE IN ANY AMOUNT FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, LOSS OF GOOD WILL OR BUSINESS PROFITS, WORK STOPPAGE, DATA LOSS, COMPUTER FAILURE OR MALFUNCTION, OR EXEMPLARY OR PUNITIVE DAMAGES.

8. DATABASES

8.1. Runtime databases

8.1.1. If a runtime database is not licensed, then the Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product;

8.1.2. Neither the Order Form nor the Agreement contain a license to use any database product, even where integrated or pre-installed as part of such Software or third party software;

8.1.3. Each database product is subject to its respective vendor license agreement;

8.1.4. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendor; and

8.1.5. Licensee is responsible for support and maintenance of any database product obtained from a third party vendor, and SAP has no responsibility in this regard.

9. OPEN SOURCE SOFTWARE

9.1. Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and apply to Licensee's use of any such open source products. The definition of open source can be found under http://www.opensource.org/.

10. SAP BEST PRACTICES

10.1. Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country ("**SAP Best Practices**"). It is Licensee's responsibility to determine the feasibility of using SAP Best Practices as a basis for its own customizations and parameterizations of the SAP Software in a productive environment.

11. SAP TOOLS

11.1. The Software, particularly the ABAP Workbench and SAP NetWeaver, contains software tools. Licensee may only use these tools to program Modifications or to create Add-ons to the Software in accordance with the Agreement. The tools may not be transferred, either in whole or in part, into modified or created software.

12. FUNCTION MODULES

12.1. The Software may contain function modules, which are stored in a function library. Some of these function modules carry a release indicator for transfer into modified or newly created software. Only these function modules may be transferred by the Licensee into Modifications or Add-ons to the software. The function modules may not be modified or decompiled unless otherwise permitted under the Agreement.

13. DATABASE RESTRICTION

13.1. Other than communication (including data transfers) via application level APIs between the Software and software applications running on any third party runtime database acquired from SAP or its Affiliates, or any of its respective resellers or distributors, the Software shall not access, directly or indirectly, in any manner whatsoever, any such third party runtime database(s).

14. SAP SDKS

14.1. "SAP SDK" means SAP software development kit that includes tools such as APIs, source code, redistributable files and instructions. SAP SDKs are also Software within the meaning of this Agreement.

14.2. Any SAP SDK provided for the modification or customization of specified Software may not be used to modify or customize any other software from Licensor or its Affiliates, Partner or any other third party. Licensor does not provide Apple's iOS SDK to Partner, however certain SAP SDKs provided for use to develop mobile applications for iOS if licensed under Exhibit A of the Agreement may include iOS related software. With respect to an SAP SDK that is for iOS, Licensor's licenses under the Agreement to use such SAP SDK for iOS are strictly limited to use within Partner's own applications created by Partner only for specific use with iOS mobile applications pursuant to an Apple iOS Developer Program License Agreement or an Apple iOS Developer Program Enterprise License Agreement ("Program Agreement"). Partner guarantees that it has entered in to a Program Agreement with Apple and that it will maintain such Program Agreement throughout the term of the Agreement. Partner is prohibited from redistributing the SDK provided by Licensor hereunder or any part thereof.

EXHIBIT 1 - SBOP SOFTWARE

SBOP

Business Intelligence	Use Rights that do not require a Named User* license (*as defined in Section 1 of the Preamble)
SAP Crystal Reports (user)	View (i.e., refresh and prompt, print and export, drilldown, schedule) reports Desktop software for report creation and modification (i.e., create a new report, design the report, access data in HANA, Universes, Business Views, or directly, add filters and prompts, save reports locally or back to the BI Platform)
SAP Crystal Reports (CS)	View (i.e., refresh and prompt, print and export, drilldown, schedule) reports
SAP BusinessObjects Web Intelligence (user)	View (i.e., refresh and prompt, schedule, export and print, zoom, sort, search, filter, track data changes, fold, unfold, drill, apply basic formatting, create and use conditional formatting, add and change charts and graphs, format cells, define hyperlinks) a predefined report Webi Rich Client desktop solution for offline access.
SAP BusinessObjects Web Intelligence (CS)	View (i.e., refresh and prompt, schedule, export and print, zoom, sort, search, filter, track data changes, fold, unfold, drill, apply basic formatting, create and use conditional formatting, add and change charts and graphs, format cells, define hyperlinks) a predefined report
SAP BusinessObjects Enterprise (user)	Contains the following components: Lumira discovery and designer, Analysis for Office / for OLAP, Web Intelligence, Crystal Reports, Mobile BI, Live Office and BI Admin Tools) Best for users that require guaranteed access (executives, power users), Required for administrators, Required for most content developers that need access to thick client tools (Crystal Reports designer, Webi Rich Client).
SAP BusinessObjects Enterprise (CS)	Contains the following components: Lumira, server edition, Analysis for Office / for OLAP, Web Intelligence, Crystal Reports, Mobile BI, Live Office and BI) Best for casual users with infrequent usage that don't need guaranteed access, Best for users converting from a CPU metric in an older licensing model, Best for API integration scenarios (ex. corporate portal), Best for extranet scenarios.
SAP BusinessObjects Enterprise, public document	Public Document metric is designed for sharing any BI document on the public internet. 1 unit license entitles a customer to make 1 document public. A public document is any object that can fully execute on the SAP BusinessObjects BI Platform: – Web Intelligence document – Crystal Report – Analysis for OLAP workspace – Lumira document This license must be used in a separate deployment from other license models. No security can be put on the document – it must be completely public.
Enterprise Information Management	
SAP Data Services	View and drill down on information, read-only access to the application. Delivers: data integration, data quality, data profiling, and text data processing It provides development user interfaces (Designer and Workbench), metadata repository, data connectivity layer, run-time environment, and management console).
SAP Information Steward	View and drill down on reports, read-only access to the application.
SAP Data Integrator	View and drill down on reports, read-only access to the application. Enterprise class extract, transform, load (ETL) solution.
SAP PowerDesigner	Architecture and modelling tool. Captures information about current state of business/IT interaction. Enables modelling of future state. Communicates change impact to all stakeholders.

EXHIBIT 2 - NAMED USER METRICS AND PACKAGE METRICS

1. SAP NAMED USER – CROSS LINE OF BUSINESS

1.1. **SAP Standalone Business Analytics Professional User** is a Named User authorized to perform all roles supported by SBOP (excluding the right to make Modifications and/or Add-ons to SBOP) licensed for Standalone Use and also includes the rights granted under the SAP Application Standalone BI Limited User.

1.2. **SAP Standalone BI Limited User** is a Named User who is solely authorized to Use one (1) of the following SBOP components, subject to each SBOP component being licensed for Standalone Use:

a) Mobile Designer;

b) Crystal Reports Designer ;

c) WEB Intelligence Designer;

d) Explorer Designer;

e) Dashboard Designer;

f) SAP BusinessObjects Analysis software edition for OLAP; or

g) SAP BusinessObjects Analysis software edition for Microsoft Office.

The SAP Standalone BI Limited User also includes the rights granted under the SAP Application Business Information Viewer User.

1.3. **SAP Application Business Information Viewer User** is a Named User authorized to Use (excluding the right to modify and/or customize) standard and interactive **reports** delivered with licensed SBOP, and reports created through Use of licensed SBOP by appropriately licensed Named Users, solely for such individual's own purposes and not for or on behalf of other individuals.

1.4. **SAP Developer User** is a Named User authorized to access the development tools provided with the licensed Software for the purpose of making Modifications and/or Add-ons to the licensed Software. The SAP Developer User also includes the rights granted under the SAP Employee User.

2. SAP NAMED USER – LINE OF BUSINESS

2.1. **SAP Employee User** is a Named User authorized to perform the following roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals:

a) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User's tasks listed in this definition only, and delivered with the licensed Software ;

b) travel planning / expense reporting self-services;

c) perform procurement self-services; and

d) room reservation self-services.

The SAP Employee User also includes the rights granted under the SAP Learning User and the SAP Employee Self-Service User.

2.2. **SAP Employee Self-Service User** is a Named User authorized to perform the HR self-services role of:

a) employee time and attendance entry;

b) employee appraisals;

c) talent and skill profiles; and

d) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals.

The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.

2.3. **SAP Employee Self-Service Core User** is a Named User authorized to perform the following HR self-services roles supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals:

a) employee records maintenance;

b) employee directory;

c) benefits and payment;

d) leave management; and

e) E-Recruiting.

Further, an SAP Employee Self-Service (ESS) Core User is also authorized **to** access "Non-SAP Content" that resides on Licensee's "SAP Portal", so long as accessing such Non-SAP Content does not require or result in any Use of the licensed Software (beyond access to such Non-SAP Content as it resides on Licensee's SAP Portal). As used in this ESS Core User definition;

i. "Non-SAP Content" means information created through no Use of the licensed Software; and

ii. "SAP Portal" means any portal created by Licensee Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

2.4. **SAP Learning User** is a Named User solely authorized to access the specified learning solutions on SAP's price list, provided that those learning solutions are licensed.

2.5. **SAP NetWeaver Developer User** is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of developing and modifying applications:

a) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributor(s); and

b) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

The SAP NetWeaver Developer User also includes the rights granted under the SAP NetWeaver Administration User.

2.6. **SAP NetWeaver Administration User** is a Named User who is authorized (only where the SAP NetWeaver Foundation for Third Party Applications Software is licensed) to access the development tools provided with such Software for the purpose of administering and managing applications:

a) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributo(s); and

b) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

REMAINING METRICS

REMAINING METRICS - A

None listed.

REMAINING METRICS - B

None listed.

REMAINING METRICS - C

3. CAL

3.1. Concurrent access licenses are the aggregated numbers of users accessing the licensed Software at any one time. The number of users accessing the licensing Software may not exceed the number of Concurrent Access Licenses (CALs) the customer has obtained. CAL(s) are assigned to a particular Deployment, and may not be shared among different Deployments. When using Concurrent Access licenses, customer may not utilize a program or system to cache or queue report requests.

4. CONCURRENT SESSIONS

4.1. Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any one time. A session refers to the time between logon and logoff or time out where a unique user, application or platform accesses the licensed Software either directly or indirectly via a custom application. The number of sessions accessing each Deployment must be limited by corresponding license key mechanisms. The maximum number of sessions enabled on a Deployment by such limitations may not exceed the Licensed Level for the number of Concurrent Sessions assigned to that Deployment for such licensed Software product. The aggregate number of sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product. There is no license limit on number of processors or servers used. Licensee may not utilize any program or system to cache or queue report requests. SAP BusinessObjects BI users accessing any Deployment using a Concurrent Session license may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.

5. CORES

5.1. Cores are the number of cores in CPUs that are available for use by the licensed software. The number of Core licenses must be an integer. When counting physical Cores, each Core of a physical CPU that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is considered and counted.

When counting virtual Core's, each virtual Core that runs at least parts of the licensed software, including those that are temporarily assigned or scheduled to cover peak processing, is counted.

If the licensed Software will run in a pure virtual environment, physical Cores will not be counted. For purposes of clarification, "Core" as defined in this metric definition is different from "core" as referenced in the metric definition for any Software licensed on a CPU basis (if any), and therefore is not applicable in that context.

6. CPUS

6.1. CPUs are the central processing units ("CPU") that runs at least parts of the licensed Software.

When the Software or Third Party Software is licensed on a CPU basis, any server or computer on which the Software or Third Party Software is installed may not exceed the aggregate number of CPU licensed. A multi-core chip CPU with N processor cores shall be counted as follows: the first processor core in each processor shall be counted as 1 CPU, and each incremental processor core in such processor shall be counted as 0.5 CPU, and then the total CPU count will be rounded to the next whole number (the "CPU Calculation"). See Example 1 below for an illustration of the application of this licensing requirement.

Software based on a CPU license metric basis licensed by Licensee on or after July 1, 2009 (the "Qualified Software") will contain Virtualization Rights (defined below). Virtualization Rights are not applied to Software licensed prior to July 1, 2009 or upgrades and updates thereto subsequently made available to Licensee pursuant to Support Services. Licensee may not

combine licenses having express Virtualization Rights with licenses not having express Virtualization Right in a single Deployment.

In the event that Licensee employs industry standard tools and methodologies enabling Licensee to logically partition or pool its processing power, Licensee may install the Qualified Software on servers or computers consisting of a number of physical CPUs greater than the number of CPUs licensed hereunder provided that Licensee shall configure such servers or computers in a manner such that the total number of CPUs (or total number of virtual processor cores if virtualization software is implemented), or any portion thereof, made available to run the Qualified Software, or any portion thereof, does not exceed the number of CPUs licensed ("Virtualization Rights"). For the purposes hereof, a CPU (or virtual processor core) shall be deemed available to run the Qualified Software if such CPU (or virtual processor core) or any portion thereof is available to run the Qualified Software at any time for any purpose, including but not limited to permanent, temporary, scheduled, and on-demand availability. Under the Virtualization Rights, where virtualization software is implemented, only virtual processor cores made available to run the Qualified Software will be counted in accordance with the CPU Calculation. See Example 2 below for an illustration of the application of this licensing requirement.

Notwithstanding the foregoing, for Third Party Software licensed on a CPU basis, each processor core shall count as 1 CPU, and every CPU (whether used productively or non-productively) shall count against the CPU license level for such Third Party Software. Virtualization Rights do not apply to Third Party Software.

EXAMPLE 1: One quad core processor will count as 2.5 CPUs (or 1 CPU for the first core, plus 0.5 multiplied by 3 for the subsequent 3 cores) rounding up to 3 CPUs. Therefore, Licensee will be required to license 3 CPUs if the Software is installed on a quad core server. Another example may involve a server with three quad core processors. As illustrated above, each quad core processor will represent 2.5 CPUs. Three quad core processors will total 7.5 CPUs (or 2.5 CPUs multiplied by 3) rounding up to 8 CPUs. Therefore, Licensee will be required to license 8 CPUs if the Software is installed on a server with 3 quad core processors.

EXAMPLE 2 (Virtualization Rights): A server has 16 physical dual core CPUs in a configuration where up to 4 virtual dual core processors are made available to run the Qualified Software. In this case, each virtual dual core processor will count as 1.5 CPUs (or 1 CPU for the first core, plus 0.5 for the second core). Four virtual dual core processors will total 6 CPUs (or 1.5 CPUs multiplied by 4). Therefore, Licensee will be required to license 6 CPUs under this virtualization configuration.

REMAINING METRICS - D

7. DATABASE SIZES

7.1. Gigabyte database sizes are database sizes of the productive systems and are calculated individually for each system (i.e., each ERP, BI and CRM system).

7.2. 1.5 Terabyte accumulated database sizes are the database sizes of all productive SAP systems where the Licensee uses SAP Landscape Transformation.

8. DEPLOYMENTS

8.1. Deployments are single installations of the system repository component within the SAP BusinessObjects BI Platform Software (for which Licensee must obtain a license), or the Crystal Reports Runtime Engine Unlimited - OEM (for which Licensee must obtain a license). When the multi-tenancy feature of the BI Platform is enabled, each individual tenant is considered a separate deployment for licensing purposes.

9. DEVICES

9.1. Devices are all pieces of equipment or hardware for which a unique account is managed by the Software, including but not limited to: a gateway, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices.

10. DOCUMENTS

10.1. Documents are single instances of the output data files generated by the product annually.

REMAINING METRICS – E

None listed.

REMAINING METRICS - F

None listed.

REMAINING METRICS - G

11. GIGABYTES

11.1. Gigabytes (GB) refer to the storage capacity equivalent to 10243 bytes.

REMAINING METRICS - H

None listed.

REMAINING METRICS - I

12. INSTANCES

12.1. Instances are unique connections to a single specified application or technology type.

REMAINING METRICS - J

None listed.

REMAINING METRICS - K

None listed.

REMAINING METRICS - L

None listed.

REMAINING METRICS - M

13. MC PORT

13.1. Machine Connector Port means any connection created using SAP Plant Connectivity that enables an application to access data from an Industrial Machine. “Industrial Machine” means any machine, equipment, hardware or other devices which includes a sensor.

14. MEMORY

14.1. Gigabytes of memory are the total amount of memory that may be used by the Software, as measured in gigabytes.

REMAINING METRICS - N

None listed.

REMAINING METRICS - O

None listed.

REMAINING METRICS - P

None listed.

REMAINING METRICS - Q

None listed.

REMAINING METRICS – R

15. REVENUES

15.1. Revenues are the annual incomes that a company receives from its normal business activities and other revenues from interests, dividends, royalties or other sources. Revenues exclude indirect taxes such as VAT, Excise Duty or any similar sales related taxes.

15.1.1. For Insurance: Revenue are the same as ‘Premiums’,

15.1.2. For National Central Banks / federal Reserve Banks: Revenue are the same as ‘Assets under Management’,

15.1.3. For Other Banks: Revenues are the sum of Licensee’s gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Licensee’s Income Statement.

15.1.4. For Public Sector: Revenues are the same as ‘Total Annual Budgets’.

REMAINING METRICS - S

16. SERVER

16.1. Servers are physical computers, cases, boxes or blades that house the CPUs running the software product. Multiple virtual machines on the same physical box are allowed and do not require additional licenses.

REMAINING METRICS - T

None listed.

REMAINING METRICS - U

17. USERS

17.1. Users are individuals who Use the Software. A “User” included in the Metric count cannot be assigned to more than 1 individual. However, a User assignment may be transferred from 1 individual to another, but only if the individual to which the User was assigned is:

a) is on vacation;

b) is absent due to sickness;

c) has their employment terminated;

d) is moved into a new job function which no longer requires them to Use the applicable Package(s); or

e) is subject to a condition that is otherwise agreed by SAP.

17.1.2. For SAP Business Intelligence (BI): There is no license limit on number of processors or servers used. Users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Users can be purchased in combination for a Deployment. Licensee may not utilize any program or system to cache or queue report requests.This metric does not replace the overall SAP Named User licensing requirement.

17.2. Active users are the number of individuals that access the Cloud Service at any time during in a calendar month.

17.3. Application Users are licensed SAP Mobile Platform Users accessing a single Application, where “Application” is a set of related functionality developed by an SAP Mobile Platform Developer User using SAP Mobile Platform.

17.4. Monitored Users are employees, contract workers or other individuals whose creadentials, permissions, privileges and/or other user information will be monitored, protected or evaluated by the Software, or are authorized to use the reporting console.

REMAINING METRICS – V

18. VALUES

18.1. SAP Application Value (SAV) is the sum of list prices for Named Users, External Community Members, Software Engines and Supplementary Products, excluding those items identified in the list of prices and conditions that do not contribute to the SAP Application Value.

18.2. HANA SAP Application Value (HSAV) is the sum of prices for licensed Software, excluding those items identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value.

REMAINING METRICS - W

None listed

REMAINING METRICS - X

None listed.

REMAINING METRICS - Y

None listed.

REMAINING METRICS - Z

None listed.

EXHIBIT 3 – PACKAGE RESTRICTIONS

1. SAP BUSINESS OBJECTS

1.1. Licensee may Use the SAP BusinessObjects Software on an unlimited number Non-Productive Installations, provided the number of Users or Concurrent Sessions on any individual Non-Productive Installation does not exceed the total number of licensed Users or Concurrent Sessions. Non-Productive Installation means installations such as development, test, and disaster recovery which are not used in a productive manner.

2. SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE SOLUTIONS

2.1. **SAP BusinessObjects Business Intelligence**

2.1.1. SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Enterprise (CS) include 1 Concurrent Session license of SAP PowerDesigner EnterpriseArchitect and the following Runtime Software:

a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

b) SAP IQ which can be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 cores.

c) Data Integrator (DI) which may be deployed on multiple instances, so long as total number of cores deployed across all instances does not exceed 8 Cores, and the DI instances are not clustered. Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) may only load data into 1 target datastore.

2.1.2. SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Web Intelligence (CS) include a runtime license to use the SAP BusinessObjects BI SDK. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

2.1.3. SAP BusinessObjects Business Intelligence, standard user and SAP BusinessObjects Business Intelligence, concurrent sessions include the following Runtime Software:

a) SAP BusinessObjects BI SDK - the use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

2.1.4. For a single Deployment of SAP BusinessObjects BI platform only 1 edition can be used; either theSAP BusinessObjects Enterprise, or SAP BusinessObjects Web Intelligence, or SAP BusinessObjects Business Intelligence model.

2.1.5. Limitations for SAP BusinessObjects Enterprise (user) and SAP BusinessObjects Web Intelligence (user) and SAP BusinessObjects Business Intelligence, standard user: 1 User can create a maximum of 10 simultaneous sessions.

2.1.6. Limitations for SAP BusinessObjects Enterprise (CS): The following Use rights are not available with the Concurrent Session license.

a) Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager;

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client;

c) Use of the Web Intelligence Rich Client;

d) Use of the SAP Lumira desktop client; and

e) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.

2.1.7. Limitations for SAP BusinessObjects Web Intelligence (CS): The following Use rights are not available with the Concurrent Session license.

a) Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager

b) Use of the Web Intelligence Rich Client

2.1.8. Limitations for SAP BusinessObjects Business Intelligence, concurrent sessions: The following rights are not available with the Concurrent Session license:

a) Use of Business View Manager, Report Conversion Tool, Universe Design Tool, Web Service Query Tool, Information Design Tool, Translation Management Tool, Data Federation Administration Tool, Central Management Console, and/or Central Configuration Manager;

b) Use of the Crystal Reports desktop client, and/or Crystal Reports for Enterprise desktop client;

c) Use of the Web Intelligence Rich Client; and

d) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.

2.1.9. Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP): Licensee's license rights for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence include a runtime license for the OODP. Licensee's Use of the OODP Runtime Software is limited solely to connecting SAP BusinessObjects BI software both directly and indirectly to Oracle OLAP Data. It cannot be used to provide data to non-SAP products or those outside the BI and Predictive Analytics Suite.

2.1.10. SQL Anywhere: Licensee's license rights for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intellgience include a runtime license for the SQL Anywhere database.

3. SAP ENTERPRISE INFORMATION MANAGEMENT SOLUTIONS

3.1. **SAP Enterprise Information Management (EIM) Packages**: The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in the EIM packages may be installed and Used. Directories are not included and must be licensed separately.

3.2. **SAP Data Services**: includes a restricted runtime license for 4 Core licenses of SAP Information Steward as Runtime Software. Use of such SAP Information Steward Runtime Software is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities. These profiling capabilities do not include the ability to write data quality rules and create scorecards in SAP Information Steward, Edge edition.

3.3. **SAP Data Services, enterprise edition**: SAP PowerDesigner EnterpriseArchitect does not count against total Cores. SAP Data Services, enterprise edition includes 10 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

4. SAP GOVERNANCE, RISK AND COMPLIANCE SOLUTIONS

4.1. **SAP Tax Compliance**

4.1.1. SAP Tax Compliance includes the following Runtime Software:

- SAP Lumira Discovery
- SAP BusinessObjects Enterprise limited to 5 Users per block of Licensed Metric for the Software
- Read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI)

4.2. **SAP Business Integrity Screening**

4.2.1. SAP Business Integrity Screening includes the following Runtime Software:

- SAP Lumira Discovery; and
- read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI).

When the Software is used with Limited HANA Runtime, HANA Studio and Web IDE may be used for application specific data modeling, including, but not limited to, table creation and extensions.

4.3. **SAP Enterprise Threat Detection – OEM**

4.3.1. SAP Enterprise Threat Detection – OEM includes the usage of SAP Web Dispatcher for the Load Balancing of HTTP messages to parallel installed log pre-processors of SAP Enterprise Threat Detection. SAP Enterprise Threat Detection can be used with SAP HANA Platform Edition, either with a full HANA DB license, or with a HANA Runtime license, and such Use is subject to the applicable Licensed Level. In both cases, HANA Studio and Web IDE may be used to administer users on the HANA Platform, and to monitor the health of the HANA Database. A license to SAP Smart Business Service Discovery component may also be used to connect to the SAP Enterprise Threat Detection HANA DB and leverage SAP Enterprise Threat Detection OData Services for additional data exploration.

5. SAP BUSINESSOBJECTS SOLUTIONS FOR SME

5.1. **SAP Data Services, Edge edition and Data Integrator, Edge edition (Edge EIM Solutions)**: The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services, Edge edition may be installed and Used. Directories are not included in any of the Edge EIM Solutions and must be licensed separately. Each deployment of any of the Edge EIM Solutions is limited to a single server, with a minimum of 4 Cores and a maximum of 8 Cores.

5.2. **SAP BusinessObjects BI, Edge edition (BI Edge)**:

5.2.1. Each deployment of SAP BusinessObjects BI, Edge edition (BI Edge) has maximum limits of 100 named users and 50 Concurrent Sessions on a single server. SAP BusinessObjects BI, Edge edition can be installed on a separate server solely for the purpose of using with SAP Lumira Server. The license includes the following Runtime Software:

a) SAP IQ and

b) Data Integrator,

both of which may be deployed on the same server as the BI Edge platform, or on a separate server up to a maximum of 8 cores in the case of SAP IQ or a maximum of 8 cores in the case of Data Integrator. The license also includes 1 Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

5.2.2. Use of the Data Integrator runtime may only load data into 1 target datastore.

5.2.3. Use of SAP IQ Runtime Software is limited to access by and through the BI Edge platform . The only allowed exception is data in SAP IQ Runtime Software may be accessed by SAP Analytics Cloud.

5.2.4. Certain functions of BI Edge are only supported with a User license metric, not with a Concurrent Session license (refer to "Concurrent Session Limitations" in Section 2.1.6.)

5.2.5. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

5.3. **SAP BusinessObjects Business Intelligence, Edge edition**:

5.3.1. Each deployment of SAP BusinessObjects Business Intelligence, Edge edition has maximum limits of 100 named users and 50 Concurrent Sessions on a single server.

5.3.2. Certain functions of SAP BusinessObjects Business Intelligence, Edge edition are only supported with a User license metric, not with a Concurrent Session license (refer to "Concurrent Session Limitations" in Section 2.1.8). The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

6. SAP CRYSTAL

6.1. Use Rights for All SAP Crystal Products

6.1.1. **Definitions**:

6.1.1.1. "**SAP Crystal software**" is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server and SAP Crystal Dashboard Design.

6.1.1.2. "**Desktop SAP Crystal software**" is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.

6.1.1.3. "**Connected Presentation**" means any SWF file created with SAP Crystal Dashboard Design that refresh, publish, push or otherwise change data contained in such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)),

6.1.2. **SAP Crystal Software Usage**: Licensee may use SAP Crystal software to deliver training and consulting services for such SAP Crystal software, provided that each individual receiving the benefits of the training or consulting services has acquired a license separately to Use the applicable SAP Crystal Software.

6.1.3. **Desktop SAP Crystal Software Usage**: With the exception of Connected Presentations, and subject to Section6.2.8, Licensee may distribute the output files (e.g. PDF, SWF, XLF, WID or RPT file format) generated by the Desktop SAP Crystal software to third parties provided that Licensee complies with the following requirements:

a) the output files reside outside of the Software and do not Use the Software;

b) Licensee remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;

c) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

d) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of output files;

e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section6.2.7.

6.1.4. **Training Workstation License for Desktop SAP Crystal software**: When Desktop SAP Crystal software is used on a workstation that is used exclusively for training, the license applies to the workstation and not the named user using the Software. 1 license is required per training workstation.

6.1.5. **Use of Screenshots and wordmarks for SAP Crystal software**: Licensee may reproduce and distribute screen shots and wordmarks for SAP Crystal software in documents or media provided that:

a) The document or media isn't for commercial training material or third party training material and/or for-profit training material.

b) Licensee's Use may not be obscene or pornographic, and Licensee may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.

c) Licensee's Use may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Licensee's product or service.

d) Licensee may not Use the screen shot in a comparative advertisement

e) Licensee may not alter the screen shot in any way except to resize or crop the screen shot.

f) Licensee may not include portions of a screen shot in other product user interface.

g) Licensee may not Use screen shots that contain third-party content unless Licensee has obtained the express permission from the third-party.

h) Licensee must include the following copyright attribution statement: "SAP product screen shot(s) reprinted with permission from SAP."

i) If Licensee's Use includes references to a SAP Software, Licensee must use the full name of the Software.

j) Licensee may not use a screen shot that contains an image of an identifiable individual unless Licensee has obtained permission from the individual.

6.2. **SAP Crystal Reports runtime product**

6.2.1. **Scope**: This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, Crystal Reports Runtime Engine Unlimited and SAP Crystal Reports for Eclipse.

6.2.2. **Definitions**:

6.2.2.1. "**Client Application**" means an application developed by Licensee that a) utilizes the Runtime Product, b) is installed fully on an end user's machine, with all report processing local to that machine, and c) adds significant and primary functionality to the Runtime Product.

6.2.2.2. "**Internal Installation**" or "**Internally Install**" means installing into production Client Applications and/or Server Applications on 1 or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.

6.2.2.3. "**Distribution**" or "**Distribute**" means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Licensee's company or organization.

6.2.2.4. "**Runtime Product**" means the version specific files and application program interfaces (APIs) specified in the RUNTIME.TXT file provided with SAP Crystal Reports 2008, SAP Crystal Reports for Eclipse 2.0, Crystal Reports Runtime Engine Unlimited and SAP Crystal Reports for Visual Studio 2010.

6.2.2.5. "**Server Application**" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than 1 user to Use the Runtime Product through any middle tier application(s), and c) adds significant and primary functionality to the Runtime Product. A Client Application installed in a Windows terminal server environment (e.g. Citrix or Microsoft Remote Desktop Platform) is a Server Application.

6.2.3. **Usage**: Licensee may install and Use a single copy of the Runtime Product to develop Client Applications and Server Applications. The Distribution and Internal Installation terms and conditions differ based on the type of applications Licensee develops, as described in the following sections.

6.2.4. **Internal Installation of Client Applications and Server Applications**: Licensor grants Licensee a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

6.2.5. **Distribution of Client Applications:** Subject to Licensee's compliance with all of the terms herein, including without limitation Section 6.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.

6.2.6. **Distribution of Server Applications**: Subject to Licensee's compliance with all of the terms herein, including without limitation Section 6.2.7, Licensor grants Licensee a personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Licensee has acquired a licensed copy of Crystal Reports for each Deployment of a Server Application that is Distributed, and the version of the Runtime Product utilized by such Server Application is the same version as Licensee's licensed copy of Crystal Reports.

6.2.7. **Runtime Product Distribution Requirements:** If Licensee distributes the Runtime Product to third parties pursuant to sections 6.2.5 or 6.2.6, Licensee shall comply with the following requirements:

a) Licensee remains solely responsible for support, service, upgrades, and technical or other assistance, required or requested by anyone receiving such Runtime Product copies or sample applications;

b) Licensee does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

c) Licensee will defend, indemnify and hold SAP harmless against any claims or liabilities arising out of the use, reproduction or distribution of Runtime Product or the associated application;

d) Licensee shall not distribute the Runtime Product with any general-purpose report writing, data analysis or report delivery product or any other product that performs the same or similar functions as SAP's product offerings; and

e) Licensee shall secure the end user's ("End User") consent to terms substantially similar to the following:

i. End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;
ii. End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;
iii. End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;
iv. End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP.

6.2.8. SAP AND ITS SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. SAP AND ITS SUPPLIERS SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, COVER OR OTHER DAMAGES ARISING UNDER THIS AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

6.3. **SAP Crystal Server**

6.3.1. **Scope**: This section applies to SAP Crystal Reports Server and SAP Crystal Server. Throughout this section, the term 'SAP Crystal Server' shall be defined to include both products.

6.3.2. **Usage:** SAP Crystal Reports which contain SWF files created by SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either User or CAL licenses. Licensee may use SAP Crystal Server's mobile features or functionalities.

6.3.3. **Restrictions:** For each Deployment, SAP Crystal Server may be installed and Used only on a single Server. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use SAP Crystal Server to access data in SAP applications with the exception of SAP Business One.

6.3.3.1. The following content can only be viewed using User licenses:

- SAP Crystal Reports
- SAP Crystal Dashboard Design (SAP Crystal Server 2016 only)
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and 2016 only)

6.3.3.2. The following content can only be viewed using CSBL licenses:

- SAP Crystal Reports
- SAP Crystal Dashboard Design (SAP Crystal Server 2016 only)
- SAP BusinessObjects Explorer (SAP Crystal Server 2016 only)

6.3.3.3. The following integration kits are not licensed for Use with SAP Crystal Server:

- SAP BusinessObjects Integration for PeopleSoft Enterprise
- SAP BusinessObjects Integration for JDE EnterpriseOne
- SAP BusinessObjects Integration for Siebel
- SAP BusinessObjects Integration for Oracle E-Business Suite
- SAP BusinessObjects Integration for SAP

6.3.3.4. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

6.4. **SAP Crystal Reports Server Embedded – OEM**: SAP Crystal Reports Server Embedded – OEM ("CRSE") may only be installed and used on a single Server whether the Software is licensed on a User or Server basis. Licensee may not attempt to cluster the system across multiple live Servers. Licensee cannot use CRSE to access data in SAP applications.

SUPPLEMENTARY PRODUCTS

7. DATABASE AND TECHNOLOGY PORTFOLIO PRODUCTS (EXCLUDING HANA)

7.1. **Earlier Versions:** Product versions marked as "Earlier Versions" on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

7.2. **DB2 Runtime Database in Certain Sybase Licensing Scenarios:** Notwithstanding anything to the contrary, the Afaria DM Software, if licensed hereunder, may require a database product in addition to any runtime database that may be licensed hereunder. The Agreement does not contain a license to use any database product other than one identified in the Agreement. SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained (i.e. licensed) directly from a third party vendor by Licensee, and Licensee is responsible for support and maintenance of any database product obtained (i.e. licensed) from a third party vendor, and SAP has no responsibility in this regard.

7.3. **SAP Adaptive Server Platform – OEM:** The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Adaptive Server Platform - OEM ("**SAP ASP**") may be installed and Used. SAP ASP includes the following Software: SAP Adaptive Server Enterprise ("**SAP ASE**"), SAP IQ, and SAP Replication Server.

7.4. **SAP Adaptive Server, Edge Edition, advanced version – OEM:** may only be deployed on a server having a maximum of 8 cores and includes a limited runtime of replication functionality to be used only in conjunction with SAP ASE, Edge Edition, advanced version solely for disaster recovery purposes.

7.5. **SAP Replication Server and SAP Replication Server Optional Add-ons**

7.5.1. **SAP Replication Server, Premium edition – OEM:** If SAP Replication Server, Premium edition is licensed as an individual Software line item hereunder or included as a runtime version with another Software line item licensed hereunder, it is restricted for Use with the SAP ASE database (and only where such SAP ASE database is licensed) or for Use with an alternative Database, provided the necessary Option has been Licensed.. The Use of any other database product (whether licensed under the Agreement or separately by Licensee) by or by way of the SAP Replication Server is strictly prohibited.

7.5.2. **SAP Replication Server:** Includes SAP Sybase SQL Anywhere database, which may only be Used as the metadata repository for the Replication Server Software (where licensed) and for SQL language parsing.

7.6. **SAP SQL Anywhere – OEM:** is provided to Partner solely for internal use for purposes of integrating the SQL Anywhere components for use with Partner Products.

7.7. **SAP SQL Anywhere, Advanced Edition - OEM (core)**: When licensed on a "Core" metric, a license for the following SQL Anywhere client software is included with the Software license:

- SQL Anywhere database interface files;
- Interactive SQL;
- Sybase (or SQL) Central;

- SQL Anywhere Console Utility; and/or
- SQL Anywhere database utilities.

7.8. **SAP PowerDesigner DataArchitect, Edge edition - OEM and SAP PowerDesigner EnterpriseArchitect – OEM: i**ncludes SAP SQL Anywhere database, which may only be used as the metadata repository for PowerDesigner.

7.9. **IoT Foundation for SAP HANA:** The following Runtime Software is included with the respective usage limitations listed below:

- 64 GB of memory of SAP HANA Smart Data Streaming Option
- One Node of SAP HANA Vora
- Remote Data Sync
- IoT SIM Management
- Dynamic Edge Processing, limited to edge data transformation, sensor data processing and automated data fidelity

7.10. **IoT Client for SAP HANA:** The following Runtime Software is included with the respective usage restrictions listed below.

- One Device of SAP SQL Anywhere Database and Sync Client
- Streaming Lite
- Plant Connectivity

7.11. **SAP Data Intelligence:** SAP Data Intelligence includes a runtime license of SAP Landscape Transformation Replication Server ("SAP SLT"). Use of SAP SLT is limited solely for replication scenarios into SAP Data Intelligence and to enabling data integration between SAP Business Suite applications and SAP Data Intelligence.

8. MOBILE

8.1. **Earlier Versions:** Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Licensees who are or previously were Sybase customers and who have or previously had licensed the particular earlier version of software that they wish to download and/or use.

8.2. **Mobile Enabled:** SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.

8.3. **SAP Enterprise Integration for Mobile Apps Software:** The SAP Enterprise Integration for Mobile Apps Software may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The licensed SAP Enterprise Integration for Mobile Apps includes usage of mobile platform components for use with the Package.

9. SAP HANA

9.1. **Definitions**

9.1.1. “**Data Sources**” means any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.

9.1.2. **“ASP Service**” means application services that are provided by Partner who allow End Users to remotely access, or otherwise providing End Users the benefits of, the Software used in combination with Partner Products installed on hardware owned or controlled and in any event operated by Partner via a private network or the Internet. ASP Services may include providing administration, installation, redundancy, back-up and technical support services as they apply to the deployment and management of the Software.

9.2. **Branding; Third Party Database; Java Virtual Machine:** The following special terms apply to all editions of SAP HANA licensed under the Agreement.

9.2.1. SAP HANA shall not be marketed or rebranded by Licensee or any third party under its own mark.

9.2.2. SAP HANA may only access any data created or used by Partner Products. Notwithstandaing the foregoing, SAP HANA shall not access, directly or indirectly, in any manner whatsoever, any third party runtime database acquired from Licensor or its Affiliates or any of its respective resellers or distributors.

9.2.3. SAP Java Virtual Machine (“JVM”) may be provided with SAP HANA. Except for SAP HANA, no other software shall directly access JVM. JVM may be used solely on General Purpose Desktop Computer and Servers. "General Purpose Desktop Computers and Servers" means computers, including desktop and laptop computers, or servers, used for general computing functions under end user control (such as but not specifically limited to email, general purpose Internet browsing, and office suite productivity tools). The use of JVM in systems and solutions that provide dedicated functionality (other than as mentioned above) or designed for use in embedded or function-specific software applications, for example but not limited to: JVM embedded in or bundled with industrial control systems, wireless mobile telephones, wireless handheld devices, kiosks, TV/STB, Blu-ray Disc devices, telematics and network control switching equipment, printers and storage management systems, and other related systems are excluded from this definition and not licensed under this Agreement.

9.2.4. For SAP HANA licensed for ASP Services, Partner shall only:

a) permit End Users remote access of the output data processed by SAP HANA ("Output") through analytic tools or other user interface of the Partner Product used in conjunction with the Software ; or

b) export the Output directly out of the licensed SAP HANA into, and grant End Users remote access to, flat files or similar file format, in an asynchronous, non-real-time manner where the use of such flat files or similar format does not result in any updates to and/or trigger any processing capabilities of the SAP HANA or any other licensed Software.

c) Other than as expressly permitted in this Section 9.2.4 Partner shall not grant any access of SAP HANA to any End User, whether directly or indirectly (including through remote access of its ASP Services).

9.3. **SAP HANA, LEA edition – OEM:**

9.3.1. SAP HANA, LEA edition - OEM may be used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA, LEA edition - OEM includes the following Runtime Software:

a) SAP HANA Operation Process Intelligence

b) SAP HANA, information management option - OEM

c) SAP HANA, replication option - OEM (not including SLT)

d) SAP HANA, data privacy option - OEM

e) SAP HANA, spatial/graph option - OEM

f) SAP HANA, predictive option - OEM

g) SAP HANA, search/text option - OEM

h) SAP HANA, streaming analytics option - OEM

i) SAP NetWeaver OpenHub

j) SAP ASE database

9.3.2. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, LEA edition - OEM has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software.

9.3.3. SAP ASE database is a runtime database limited solely for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee in accordance with the terms herein. The total number of Cores across all machines on which SAP ASE database may be installed and Used must not exceed 1 Core per 64GB of memory in the HANA system. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

9.3.4. SAP HANA Platform includes the HANA Studio component. Use of SAP HANA, LEA edition - OEM is limited to communications and data exchange between the Partner Products and SAP HANA, LEA Edition - OEM via officially supported SAP HANA, LEA Edition - OEM interfaces. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in SAP HANA, LEA edition - OEM must be performed via the Partner Products. Use of DI and SDI is limited solely to exchanging data between Data Sources and SAP HANA, LEA edition - OEM. Data may be loaded from an appropriately licensed Data Source via DI or SDI or via Partner Product interfaces. SDI may also be used with Smart Data Access in a data federation scenario.

9.3.5. Use of the SAP HANA Studio component is limited solely to administering, monitoring and creating custom views for the SAP HANA, LEA edition - OEM database instance. All reporting must be performed via the Partner Product or via custom views created using HANA Studio. Such custom views may be accessed by SAP or non-SAP BI tools.

9.4. **SAP BusinessObjects Enterprise and SAP Business Objects Business Intelligence on SAP HANA, LEA edition – OEM:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, SAP HANA, LEA edition - OEM may be used:

a) as a database for the Central Management Server (CMS) repository;

b) as an audit database for the BI Platform; and

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

9.5. **SAP Data Intelligence on SAP HANA, LEA edition – OEM:** When used as a runtime database for SAP Data Intelligence, SAP HANA, LEA edition - OEM may be used as a database via the SAP Data Intelligence application for the design, operations, management and monitoring of the SAP Data Intelligence Software. Licensee may replicate data from one or more limited use versions of SAP HANA (SAP HANA Runtime edition for SAP BW; SAP HANA Database Edition for BW; SAP HANA Runtime edition for Applications and SAP BW) solely to be used within the SAP HANA, LEA edition - OEM.

9.6. **SAP HANA, standard edition – OEM:**

9.6.1. SAP HANA, standard edition - OEM may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. Use is limited solely to the following SAP HANA features and functionality: Core Database Services, Smart Data Access, HANA Studio/Web IDE & Modeling, XS/XS advanced, DB Control Center, Multitenant DB containers,

System Virtualization support, HANA Decision Tables, Business Function Library, Building UIs, Developing SQL Scripting procedure, AFL framework (development & runtime), Capture & Replay, HANA Cockpit, and Series Data. SAP HANA, standard edition - OEM also includes the following runtime Software:

a) SAP HANA Operation Process Intelligence

b) SAP HANA native storage extension (Use of HANA Native Storage Extension Buffer Cache component is subject to the applicable Licensed Level)

9.6.2. Licensee may use Smart Data Access to query data from any data sources, provided that Licensee's license for SAP HANA, standard edition - OEM has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access. SAP Smart Data Integration is included as runtime software solely for use with SAP Smart Data Access in data federation scenarios. Named User licenses will not be required solely for the one way read-only Smart Data Access to SAP Software and/or Third Party Software.

9.7. **SAP HANA, standard edition options – OEM:** the licensed quantity of the SAP HANA, standard edition option(s) - OEM must match licensed quantity of SAP HANA, standard edition - OEM on Licensee's SAP HANA, standard edition - OEM Deployment(s).

9.8. **SAP HANA, data privacy option – OEM:** use is limited solely to the SAP HANA Data Masking Engine, SAP HANA Data Anonymization Engine, Column Encryption, and Shared SAP Business Application Authorizations.

9.9. **SAP HANA, information management option – OEM:** includes SAP HANA Smart Data Integration and Smart Data Quality.

9.10. **SAP HANA, predictive option – OEM:** use is limited solely to the HANA PAL/R engine, Automated Predictive Library (APL) and TensorFlow integration.

9.11. **SAP HANA, replication option – OEM: i**ncludes the following Runtime Software: SAP Data Integrator and SAP SQL Anywhere Advanced Edition. Use of such Runtime Software shall be limited solely to extracting data from Data Sources into SAP HANA or between multiple HANA database instances. Use of SAP SQL Anywhere Advanced Edition shall be limited solely to exchanging data between Data Sources and SAP HANA.

9.12. **SAP HANA, search/text option – OEM: u**se is limited solely to the SAP HANA Search Engine and Text Analysis Engine.

SAP HANA, spatial/graph option – OEM: use is limited solely to the SAP HANA Spatial Engine and Graph Engine.

9.13. **SAP HANA, streaming analytics option – OEM: t**he total number of cores across all machines on which SAP HANA, streaming snalytics option – OEM may be installed and Used must not exceed 8 cores per 64GB of memory in the HANA system. Streaming Lite is included and can be integrated with SAP HANA, streaming analytics project.

9.14. **SAP HANA, active/active read-enabled option – OEM:** SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Licensee must license an equal number of SAP HANA active/active read-enabled units to correspond to the number of SAP HANA units associated with the primary SAP HANA instance.

9.15. **SAP HANA, active/active read-enabled option - OEM for HANA runtime:** SAP HANA use is limited to read operations only on the secondary, in SAP HANA system replication scenario. Licensee shall pay additional license fees for SAP HANA active/active read-enabled option for HANA runtime in the event Licensee's HANA SAP Application Value increases.

9.16. **SAP Near-line storage for SAP BW and SAP BW/4HANA:** SAP Near-line storage for SAP BW and SAP BW/4HANA includes a runtime license of SAP IQ. Use of SAP IQ is limited to a maximum of 32 cores, solely for Use with SAP BW or BW/4HANA. This runtime license of SAP IQ is also available for Use as a cold store for data tiering optimization in SAP BW/4HANA.

9.17. **SAP HANA, runtime edition for applications and SAP BW licensed by HANA SAP Application Value:** SAP HANA, runtime edition for applications and SAP BW is a runtime database ("HANA REAB") licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

9.17.1. **REAB Runtime Software Rights:** The HANA REAB license includes the following Runtime Software:

a) SAP HANA Platform;

b) SAP Data Integrator ('DI");

c) SAP Smart Data Integration ("SDI");

d) SAP ASE databases;

e) SAP Business Warehouse Accelerator;

f) SAP Near-line storage for SAP BW and SAP for BW4/HANA;

g) SAP HANA Rules Framework;

h) SAP HANA, data privacy option - OEM;

i) SAP HANA, predictive option - OEM;

j) SAP HANA, spatial/graph option - OEM;

k) SAP HANA, search/ text option - OEM;

l) SAP HANA Smart Data Quality ("SDQ");

m) SAP HANA Native Storage Extension.

9.17.2. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB must be performed via the HANA REAB Supported Software. Use of DI and SDI is limited solely to loading data into HANA REAB or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI and SDI or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB licensed for other Software. For example, SAP Data Services licensed with HANA REAB is not allowed to distribute data from HANA REAB licensed for SAP S/4HANA.

9.17.3. Licensee may export data, using licensed SAP tools, solely to be used within one or more of the following:

a) SAP HANA, LEA edition - OEM

b) SAP HANA, standard edition - OEM

c) SAP HANA Cloud

d) SAP Datasphere

9.17.4. Use of the SAP HANA Studio, Cockpit, Web IDE components, and SAP Business Application Studio (BAS) is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio, Web IDE or BAS. Such custom views may be accessed by SAP BI tools.**SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on REAB:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, HANA REAB may be used:

a) as a database for the Central Management Server (CMS) repository;

b) as an audit database for the BI Platform; and

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

9.17.5. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

9.17.6. The license fee for HANA REAB is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software. Licensee shall pay additional license fees for HANA REAB in the event Licensee's HANA SAP Application Value increases.

9.17.7. Partner acknowledges that Licensee may have to install a HANA REAB-compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB and/or to another database offering may not be possible.

9.18.**SAP HANA, runtime edition for applications & SAP BW - Partial licensed by HANA SAP Application Value ("HANA REAB-Partial"):** The license fee for HANA REAB-Partial is calculated on the basis of the HANA SAP Application Value for Licensee's HANA REAB Supported Software (defined below).

9.18.1. HANA REAB-Partial licensed for Use in conjunction with Licensee's Use of Software and/or Third Party Software, and solely to the extent such Software components are licensed by Licensee ("HANA REAB Supported Software") in accordance with the terms herein.

9.18.2. **HANA REAB-Partial Runtime Software Rights:** The HANA REAB-Partial license includes the following Runtime Software:

a) SAP HANA Platform;

b) SAP Data Integrator ('DI");

c) SAP Smart Data Integration ("SDI");

d) SAP ASE databases;

e) SAP Business Warehouse Accelerator;

f) SAP Near-line storage for SAP BW and SAP for BW 4/HANA;

g) SAP HANA Rules Framework;

h) SAP HANA, data privacy option - OEM;

i) SAP HANA, predictive option - OEM;

j) SAP HANA, spatial/graph option - OEM;

k) SAP HANA, search/text option - OEM;

l) SAP HANA Smart Data Quality ("SDQ");

m) SAP HANA Native Storage Extension.

9.18.3. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. All data modeling, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA REAB-Partial must be

performed via the HANA REAB Supported Software. Use of DI SDI and SLT is limited solely to loading data into HANA REAB-Partial or HANA REAB Supported Software. Data may be loaded from an appropriately licensed Data Source via DI and SDI or via HANA REAB Supported Software interfaces. SDI may also be used with Smart Data Access in a data federation scenario. Notwithstanding anything to the contrary, HANA REAB Supported Software is not allowed to distribute data from tables residing in HANA REAB-Partial licensed for other Software. For example, SAP Data Services licensed with HANA REAB-Partial is not allowed to distribute data from HANA REAB-Partial licensed for SAP S/4HANA.

9.18.4. Licensee may export data, using licensed SAP tools, solely to be used within one or more of the following:

a) SAP HANA, LEA edition - OEM

b) SAP HANA, standard edition - OEM

c) SAP HANA Cloud

d) SAP Datasphere

9.18.5. Use of the SAP HANA Studio, Cockpit, Web IDE components, and SAP Business Application Studio (BAS) is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio, Web IDE, or BAS. Such custom views may be accessed by SAP BI tools.**SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on SAP REAB-Partial:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intellgience, HANA REAB - Partial may be used:

a) as a database for the Central Management Server (CMS) repository;

b) as an audit database for the BI Platform; and

c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

9.18.6. ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

9.18.7. Licensee acknowledges that Licensee may have to install a HANA REAB-Partial -compatible release of the HANA REAB Supported Software in order to enable certain business functions or provide configuration as described above. Future releases of HANA REAB-Partial developed for Use with HANA REAB Supported Software may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from HANA REAB Supported Software to another release of the Software and/or Third Party Software as used separately from HANA REAB-Partial and/or to another database offering may not be possible.

9.19.**Terms of use for Twitter API contained within SAP HANA, LEA edition - OEM; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option – OEM:** The following shall apply to SAP HANA, LEA edition - OEM; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option - OEM: Use of the Twitter API is subject to the Third Party Web Service terms contained in Section 2, sub-section 2.62.6 of these Use Terms.

9.20.**SAP HANA Client Software:** Licensee may market and sublicense the HANA Client Software only for use in conjunction with Licensee's own products. Any Third Party Products contained in or provided with the HANA Client Software may only be used as part of the HANA Client Software. Licensee must not charge any third party a fee or any other form of consideration for access to, or use of, the HANA Client Software. Licensee may not install files, as set forth at https://me.sap.com/notes/2728331, into the HANA Client Software default install path.

Exhibit 4 - Pass Through Terms for Third Party Databases

SAP may deliver SAP software containing a database product where the end user is not entitled to use the database unless he/she has acquired the requisite number of licenses from the database vendor or its authorized distributor. Such deliveries are reported to the database vendor.

Exhibit 5 - SAP Business One Software

PREAMBLE

The minimum license requirements for an SAP Business One system is 1 SAP Business One, Starter Package User - OEM or 1 SAP Business One, Professional User - OEM.

- As part of SAP Business One software SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards. Such reports and dashboards are available without additional license fee (see SAP Crystal Versions for SAP Business One).
- SAP Business One software requires a database. Such database can be licensed direct via the database vendor or its authorised reseller.
- All individuals using SAP Business One, also through reporting tools, require an SAP Business One license.

1. INTEGRATION FRAMEWORK FOR SMES

1.1 Integration Framework for SMEs is part of the SAP Business One license, except for the Starter Package User.

2. SAP BUSINESS ONE, STARTER PACKAGE USER - OEM

2.1 Minimum license requirement: 1 SAP Business One, Starter Package User - OEM.

2.2 Maximum number of licenses is limited to a total of 5 for the sum of SAP Business One, Starter Package Users – OEM.

2.3 If licensee requires more than the maximum number of 5 licenses, all SAP Business One, Starter Package Users - OEM need to be licensed as SAP Business One, Professional User - OEM or SAP Business One, Limited User - OEM.

2.4 The SAP Business One, Starter Package User - OEM can only be combined with "SAP Business One, Indirect Access by non-employees – OEM" and cannot be combined with any other SAP Business One user type or product options.

3. SAP CRYSTAL VERSIONS FOR SAP BUSINESS ONE - OEM

3.1 SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.

3.2 Such reports and dashboards are available to all SAP Business One Named Users without additional license fee.

3.3 A single SAP Business One deployment includes 1 user for SAP Crystal Reports, without additional license fee.

3.4 SAP Crystal product versions for SAP Business One:

a) are restricted for Use with the SAP Business One application data;

b) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and

c) cannot be in deployed in a standalone environment.

3.5 SAP Crystal Reports, version for the SAP Business One - OEM application: provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One - OEM. Prerequisite: One Professional User - OEM or 1 Limited User - OEM or 1 Indirect Access User - OEM required for each option licensed.

4. SAP BUSINESS ONE INDIRECT ACCESS, BY NON-EMPLOYEES - OEM

SAP Business One Indirect Access by non-employees – OEM is an Instance authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP. It cannot be used by employees and contingent workers (including statement of work-based consultants, independent contractors, freelancers, other outsourced and non-permanent workers who are hired on a per-project basis). Those users are required to license a B1 named user license for their use. The SAP Application(s) and their required instances can be used without additional license fee. "SAP Application(s)" means all Packages (i.e. all Software and Third Party Software) licensed under the Agreement and/or SAP cloud services for which Licensee has a valid subscription, excluding SAP technology solutions and all database Packages.

5. SAP BUSINESS ONE NAMED USERS

5.1 **SAP Business One, OEM Professional User** is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One, Professional User - OEM license is needed to administer an SAP Business One system, work with production and Material Resource Planning (MRP) and use the SAP Business One Software Development Kit (SDK). The SAP Business One, Professional User - OEM includes the rights granted under a SAP Business One, Mobile Application User - OEM, SAP Business One OEM Limited CRM User, SAP Business One OEM Limited Financial User, SAP Business One OEM Limited Logistic User and SAP Business One, Indirect Access User - OEM license.

5.2 **SAP Business One, Limited User - OEM** is a Named User who has access rights to the SAP Business One functionality to support operational processing and information requirements in a specific role. Each Limited User can be requested as 1 of these roles: CRM, Financial or Logistic. The SAP Business One, Limited User - OEM – license includes the rights granted under an SAP Business One, Mobile Application User - OEM and SAP Business One, Indirect Access User - OEM license.

5.3 **SAP Business One, Limited to Professional User - OEM** is a Named User authorized to perform SAP Business One, Professional User - OEM related roles supported by the licensed Software if such Named User is also an individual licensed from SAP as an SAP Business One, Limited User - OEM and both are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One, Limited User - OEM for so long as Licensee continues to receive support under the license agreement. This allow the upgrade from: SAP B1 OEM Limited CRM User to SAP B1 OEM Professional User; SAP B1 OEM Limited Financial User to SAP B1 OEM Professional User; SAP B1 OEM Limited Logistic User to SAP B1 OEM Professional User; SAP B1 OEM Limited to SAP B1 Professional User- OEM; SAP B1 OEM CRM Sales User to SAP B1 OEM Professional User; SAP B1 OEM CRM Service User to SAP B1 OEM Professional User.

5.4 **SAP Business One, Mobile Application User - OEM** is a Named User who has access rights to the 'SAP Business One Sales' or 'SAP Business One Service' mobile application only. The SAP Business One, Mobile Application User - OEM license includes the rights granted under an SAP Business One, Indirect Access User - OEM license.

5.5 **SAP Business One, Indirect Access, user-based** - **OEM** is a Named User authorized to access SAP Business One via its application programming interfaces only. It cannot access any of the user interfaces (desktop and mobile) developed by SAP.

5.6 **SAP Business One, Starter Package User - OEM** is a Named User who performs operational related roles supported by the SAP Business One, Starter Package - OEM Software. The SAP Business One, Starter Package User - OEM license includes the rights granted under a SAP Business One, Mobile Application User - OEM and SAP Business One, Indirect Access User - OEM license. The SAP Business One, Starter Package User - OEM license does not include the rights granted under a SAP Business One, Professional User - OEM.

5.7 **SAP Business One, Starter Package to Professional User - OEM** is a Named User authorized to perform SAP Business One, Professional User - OEM related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One, Starter Package User - OEM and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One, Starter Package User - OEM for so long as Licensee continues to receive support under the license agreement.

5.8 **SAP Business One, Starter Package to Limited User - OEM** is a Named User authorized to perform SAP Business One, Limited User - OEM related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One, Starter Package User - OEM and both such Users are licensed for the same runtime database, if any. If receiving support under the license agreement, Licensee must be subscribed to and fully paid on support for both this User and the underlying SAP Business One, Starter Package User - OEM for so long as Licensee continues to receive support under the license agreement.

6. SAP BUSINESS ONE METRICS

6.1 **"Contract price** is the net value of the license contract. Contract price for Partners refers to Partner buy price depending on the support delivery model."

6.2 **"Devices"** are any piece of equipment or hardware and include but are not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, PDA, smartphone, internet connected television, scale devices, devices installed in a vehicle (on-board units) or other networked devices. The application itself defines the type of devices that are used and therefore counted for the price list item (e.g., SAP SQL Anywhere database for Use with SAP POS for Retail devices are defined as those devices accessing data from SAP SQL Anywhere database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

6.3 **"Gigabytes of memory"** are the total amount of memory that may be used by the Software, as measured in gigabytes.

6.4 **"Instances** "are unique connections to a single specified application or technology type.

6.5 **"Users"** are individuals who Use the Software.

7. PRODUCT SPECIFIC TERMS FOR BUSINESS ONE SOFTWARE

7.1 SAP Business One Engine for SAP HANA - OEM

7.1.1 SAP Business One, version for SAP HANA Engine is a runtime restricted license database for SAP Business One and SAP Business One Add-ons, including SAP Business Add-ons created by SAP Partners or SAP Business One Add-ons created by Licensee. Licensee shall only use the SAP Business One, version for SAP HANA Engine in connection with SAP Business One Software and SAP Business One Add-ons and only for the purposes of its own internal data processing which includes access of third party user such as contractors, supply chain vendors or suppliers, customers, or third party individuals authorized by Licensee. Any access to the SAP Business One, version for SAP HANA Engine, including but not limited to data loading, modeling, reporting and distribution, must take place via SAP Business One or SAP Business One Add-ons.

7.1.2 The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio, Cockpit and Web IDE and access is solely to administer and manage the SAP Business One, version for SAP HANA Engine, or for system administration tasks and data modeling for reporting requirements. The SAP Business One, version for SAP HANA Engine cannot be deployed on the same system as any other SAP HANA software. The SAP Business One, version for SAP HANA Engine is licensed for addressable RAM memory and can only run on SAP certified hardware and with the supported operating system(s).

7.1.3 The SAP Business One, version for SAP HANA engine includes a runtime license for all the SAP HANA components included in the package SAP HANA 2.0 Enterprise Edition for SAP Business One.

7.1.4 The SAP Business One version for SAP HANA engine includes use rights to perform analytics content provided by the licensed SAP Business One Analytics software used solely in conjunction with SAP Business One.

7.1.5 **Support for SAP Business One is subject to conclusion of a support schedule to the license agreement.

8. LOCALIZATIONS

8.1 Licenses for SAP Business One software can be used on any of the localizations supported by SAP Business One software. However, for SAP Business One software licensed after 01.01.2010, the license key will be issued 'per localization'. By default the localization of the requested software country version will be released. Each licensed Named User can only access the localization for which the license key was issued. Employees that require access to two or more localizations will require two or more Named User licenses.

9. FAIL-OVER SYSTEMS

9.1 For any operating system environment in which Licensee runs systems of SAP Business One software, Licensee may run up to the same number of passive fail-over systems of SAP Business One software in a separate operating system environment for temporary support. Licensee may run the passive fail-over installation of SAP Business One software on a hardware server other than the licensed hardware server.

10. TEST SYSTEMS

10.1 A Licensee is entitled to run 1 SAP Business One software system for internal testing purposes. For such test system, Licensee may use the same users that Licensee has licensed for productive use of SAP Business One software.