

## SAP OEM Software Use Rights

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## **PREAMBLE**

The terms set forth in this SAP OEM Software Use Rights document ("Use Terms") apply to a Named Users and Packages (both as defined in Section 1.1.1 hereof) licensed pursuant to the Agreement (including orders placed directly with SAP or through an authorized original equipment manufacturer ("OEM") or other authorized partner of SAP) referencing these Use Terms (including without limitation references to "Product Use Rights" or similar naming conventions). Except as otherwise set forth herein, each capitalized term referenced in these Use Terms shall have the meaning given it in the Agreement. Unless otherwise indicated, terms/restrictions applicable to a component also apply when that component is included/embedded with another Package.

### **1. LICENSING PRINCIPLES / RULES OF USE**

#### **1.1 Definitions**

1.1.1 As used in these Use Terms: 1) each Software and/or Third Party Software (as defined in the Agreement) 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); 2) "Named User" shall mean any individual authorized by Licensee to Use (in accordance with the terms of the Agreement) a Package, including without limitation employees of its Affiliates or other third parties authorized to Use a Package; 3) "Named User License" shall mean the Metric and Licensed Level applicable to each Named User; 4) "Package License" shall mean the Metric and Licensed Level applicable to each Package; 5) "Metric" shall mean 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 2.1 hereof and b) when referenced in the context of a Package, the individual business metric corresponding with each Package as further described in Section 2.2 hereof; 6) "Licensed Level" shall mean 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; 7) "Use" means to activate the processing capabilities of the Package, load, execute, access, employ the Package, or display information resulting from such capabilities. Use may occur by way of an interface delivered with or as a part of the Package, a Licensee or third-party interface, or another intermediary system. 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 OEM or other authorized partner of SAP; and 9) "Licensee" shall mean the OEM or the End User, as appropriate; 10) "SAP" shall mean the "Licensor" within the meaning of the Agreement, together with SAP S.E. and its Affiliates.

#### **1.2 Standard License Principles / Rules of Use**

1.2.1 Named User License & Package License Required. Except as otherwise specifically provided in Sections 1.3.2, 2.1.2 and 3 hereof with respect to applicability of Named User Licenses, 1) the Use of any Package requires both a Named User License and a Package License; 2) 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 and otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3. Named User Licenses cannot be assigned to more than one individual.

1.2.2 Additional Named User Rules for SBOP Software Not Licensed For Standalone Use. "SBOP" shall mean any Software identified as SBOP, in Exhibit 1 to these Use Terms. Any licensed SBOP may only be Used by individuals licensed as a Developer User, Expert User, Business Analytics Professional User or BI Limited User, and such Use shall be in accordance with each individual's respective Named User type (and subject to the applicable Licensed Level(s) for such Software).

1.2.3 Runtime Software. 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.

1.2.4 Country / Language Versions and Availability Restrictions. There are no applicable country/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 [www.service.sap.com/pam](http://www.service.sap.com/pam) or otherwise included in the Documentation.

1.2.5 Internet Connectivity. 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.

#### **1.3 Exceptional License Principles / Rules of Use for Special License Scenarios**

1.3.1 This Section 1.3 sets forth the exceptional license principles / rules of Use for the following special license scenarios ("Special License Scenarios"), and, to the extent the exceptional license principles / rules of Use for any Special License Scenario identified in this Section 1.3 contradict the standard license principles / rules of Use set forth in the Agreement and Section 1.2 hereof, then the terms of this Section 1.3 shall control over those contradicting terms in Section 1.2 hereof.

- 1.3.2 Standalone Use. “Standalone Use” means 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.

For avoidance of doubt, all Software licensed under a Restricted License (as defined in Section 1.3.3) or by an SAP acquired entity prior to its legal integration with a successive SAP entity is deemed licensed for Standalone Use only.

- 1.3.2.1 Standalone Use of SBOP Software. Except as otherwise specifically provided in Exhibit 1, Use of SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual SBOP. SBOP Software licensed from any OEMs may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Order Form. The only Named User types authorized to Use SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, or SAP Application Standalone BI Business Analyst Limited User, and such Use shall be in accordance with each individual’s respective Named User type (and subject to the applicable Licensed Level(s) for such Software).
- 1.3.3 Restricted License. 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.
- 1.3.4 Subscription License. Unless otherwise agreed in writing between the parties, 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 twelve-month term, renewable annually at Licensor’s then current rate or such other term as mutually agreed in writing by the parties.
- 1.3.5 Development License. Unless otherwise agreed in writing between the parties, if Licensee receives a development license, you 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.
- 1.3.6 Update License. Unless otherwise agreed in writing between the parties, if you receive the Software as an update to a previously licensed product, your license to use the Software is limited to the aggregate number of licenses you have acquired for the previous product. If you choose 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 you acquired for the previous product.
- 1.3.7 Evaluation/Not for Resale License. Unless otherwise agreed in writing between the parties, an Evaluation 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 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.
- 1.3.8 SAP Business One Software. Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6.
- 1.3.9 ASP Licenses. Unless otherwise expressly agreed in writing between the parties, where OEM is granted a license to Use the Software to provide its ASP Service, the ASP license granted to OEM is allocated to a designated End User and cannot be re-allocated or transferred by OEM to another End User.

## **2. METRICS**

### **2.1 Named User Principles and Metrics**

- 2.1.1 Named User Principles. Except as otherwise specifically provided in Sections 1.3.2, 2.1.2 and 3 hereof with respect to applicability of Named User Licenses, only appropriately licensed Named Users may Use a Package, and such Use shall be subject to the “Named User License” and the “Package License”, and be otherwise in accordance with the terms of the Agreement, unless otherwise set forth in Exhibit 3 hereto. The transfer of a Named User License from one individual to another employed or affiliated with the End User may only be done in if the individual to which the Named User License is assigned (i) is on vacation, (ii) is absent due to sickness, (iii) has his/her employment terminated, (iv) is moved into a new job function which no longer requires him/her to Use any Packages or (v) is subject to a condition that is otherwise agreed by SAP. “End User” means OEM’s customer licensing the Software from OEM, or accessing the OEM’s ASP Service, in accordance with the Agreement. An End User shall not include OEM or its Affiliates.
- 2.1.2 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.
- 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.
- 2.1.3 Named User Metric – Categories, Types and Corresponding Definitions.

Named User Metrics, including categories, types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

## **2.2 Package Principles and Metrics**

2.2.1 Package Principles. 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.

2.2.2 Package Metrics – Types and Corresponding Definitions.

Package Metrics, including types and corresponding definitions, are stated in Exhibit 2, which is incorporated herein by reference.

## **3. PACKAGE SPECIFIC TERMS / USE RULES**

3.1 Package Licenses. A Package License for any Package referenced in Exhibit 3 shall include, and be subject to, the specific terms / Use rules applicable to such Package as outlined in Exhibit 3, which is incorporated herein by reference.

3.2 Applicability. This Section 3.2 applies to any Package (including, without limitation, databases) licensed pursuant to an Order Form and identified as a Third Party Software in such Order Form (as used herein, “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 3 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.

3.2.1 Exceptions from the Agreement for Third Party Software Packages.

3.2.1.1 Section 7.3 (Modification / Add-on) of the Agreement shall not apply to any Third Party Software Packages. 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.

3.2.1.2 Limitation of Liability. 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.

## **3.3 Databases**

3.3.1 If a runtime database is not licensed, then the following terms shall apply:

3.3.1.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Respective to such Packages: (i) 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 and/or third party software; (ii) each database product is subject to its respective vendor license agreement; (iii) 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 (iv) 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.

## **3.4 Pass-Through Terms**

Use of third party directories may be subject to additional terms and conditions required by SAP’s suppliers. Such additional terms and conditions are set forth in Exhibit 5 “Pass-Through Terms for Directories”.

## **3.5 Open Source Software**

Applicable specific conditions related to certain open source products made available by SAP are part of the applicable product documentation and/or delivered with the Software as a “README” file and apply to Licensee’s use of any such open source products. The definition of open source can be found under [www.opensource.org/](http://www.opensource.org/).

## **3.6 SAP Best Practices**

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.

## **3.7 SAP Tools**

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.

### 3.8 **Function Modules**

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.

**Exhibit 1 - SBOP Software**

**SBOP**

<b>Business Intelligence</b>	<b>Use Rights that do not require a Named User license</b>
BA&T SAP BusinessObjects Business Intelligence Platform (user)	Access platform services and view environment; access semantic data via BI SDK
BA&T SAP BusinessObjects Business Intelligence Platform (CS)	Access platform services and view environment; access semantic data via BI SDK
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (user)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP BusinessObjects Business Intelligence Platform Mobile add-on (CS)	View (i.e., refresh and interact) Mobile-enabled content
BA&T SAP Crystal Reports (user)	View (i.e., refresh and schedule) reports
BA&T SAP Crystal Reports (CS)	View (i.e., refresh and schedule) reports
BA&T SAP BusinessObjects Web Intelligence (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Web Intelligence (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) a predefined report
BA&T SAP BusinessObjects Analysis edition for OLAP (user)	Open workbooks to view and refresh existing content. Add or remove dimensions and members from existing queries and elements, slice and dice, add sub-analyses.
BA&T SAP BusinessObjects Analysis edition for OLAP (CS)	Open workbooks to view and refresh existing content. Add or remove dimensions and members from existing queries and elements, slice and dice, add sub-analyses.
BA&T SAP BusinessObjects Analysis edition for Office (user)	Open documents, refresh and call macros in the workbook that use the Analysis Office API. Add or remove dimensions and members from existing queries and elements, slice and dice.
BA&T SAP BusinessObjects Analysis edition for Office (CS)	Open documents, refresh and call macros in the workbook that use the Analysis Office API. Add or remove dimensions and members from existing queries and elements, slice and dice.
BA&T SAP BusinessObjects Dashboard (user)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Dashboard (CS)	View (i.e., refresh and interact) dashboard models
BA&T SAP BusinessObjects Explorer (user)	View (i.e., search, view and navigate) data sets
BA&T SAP BusinessObjects Explorer (CS)	View (i.e., search, view and navigate) data sets
SAP Lumira	Not Applicable
<b>Enterprise Information Management</b>	
BA&T SAP Data Services	View and drill down on information, read-only access to the application.
BA&T SAP Information Steward	View and drill down on reports, read-only access to the application.
BA&T SAP Data Integrator (DI)	View and drill down on reports, read-only access to the application.
BA&T SAP Data Quality Management (DQM)	View and drill down on reports, read-only access to the application.
BA&T SAP Data Quality Management SDK	View and drill down on reports, read-only access to the application.
<b>EPM</b>	
BA&T SAP Planning & Consolidation, version for the Microsoft Platform (BPC)	View and drill down on reports, read-only access to the application.
BA&T SAP Planning, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP Consolidation, version for the Microsoft Platform	View and drill down on reports, read-only access to the application.
BA&T SAP Planning & Consolidation, Microsoft Platform Access Component	Not Applicable

Mid Market solutions for Business Intelligence		
BA&T SAP BusinessObjects BI, Edge edition (user)	View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition with data integration (user)	View (i.e. refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition with data management (user)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition with data integration (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition with data management (CS)	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition with data integration NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	
BA&T SAP BusinessObjects BI, Edge edition with data management NUL add-on	View (i.e., refresh, schedule, export, zoom, sort, search, filter, drill, apply basic formatting) against a predefined report; access semantic data via BI SDK.	



## **Exhibit 2 - Named User Metrics and Package Metrics**

### **SAP Named User – Analytics**

**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.

**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: (i) Mobile Designer, (ii) Crystal Reports Designer, (iii) WEB Intelligence Designer, (iv) Explorer Designer, (v) Dashboard Designer, (vi) SAP BusinessObjects Analysis software edition for OLAP, or (vii) 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.

**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.

**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.

**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: (i) 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, (ii) travel planning / expense reporting self-services, (iii) perform procurement self-services, and (iv) 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.

**SAP Employee Self-Service User** is a Named User authorized to perform the HR self-services role of (i) employee time and attendance entry, (ii) employee appraisals, (iii) talent and skill profiles, and (iv) 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.

**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: (i) employee records maintenance, (ii) employee directory, (iii) benefits and payment, (iv) leave management and (v) 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.

**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.

**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 (i) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributor(s) and (ii) 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.

**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 (i) that are not licensed from SAP SE, any SAP SE distributor(s), or any authorized resellers of SAP SE or its distributor(s) and (ii) for which Licensee has first secured all appropriate rights from any applicable licensor(s).

## **REMAINING METRICS**

### **REMAINING METRICS - B**

#### **Business Partners**

**Business Partners** are natural persons, a group of persons, or a legal entity that has any kind of a business relationship with a company or a public sector agency. The number of Business Partners counted for pricing the solution is limited to the context of the Software being licensed.

### **REMAINING METRICS - C**

#### **Chips**

**Chips** are individual electronic circuitries containing one or more Cores, usually on a silicon wafer.

#### **Contacts**

**Contacts** are number of unique records of customers, prospects, employees, business partners and constituents within the context of the Software.

#### **Cores**

**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.

## CPUs

**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

### Database Sizes

**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).

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

### Deployments

**Deployments** are single installations of the system repository component within the BA&T SAP BusinessObjects BI Platform Software (for which Licensee must obtain a license) or Crystal Reports Runtime Engine (for which Licensee must obtain a license), or SQL Anywhere OEM Edition (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.

### Devices

**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. Sybase SQL Anywhere Database for Use with SAP POS for Retail: devices are defined as those devices accessing data from SQL Anywhere Database or e.g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

**IoT-Device** refers to a uniquely identifiable object and their virtual representation in the IoT-Core and has a device ID allocated.

**IT devices** are elements that are actively recognized by the SAP IT Infrastructure Management Software in the network or entered into the SAP IT Infrastructure Management configuration database.

**Hybris devices** are equipment or hardware in use by the Named Users to access data from the Hybris Commerce platform. A Hybris device can be defined as any piece of equipment or hardware; and includes, but is not limited to: a workstation, terminal, point of sale terminal, notebook, handheld, tablet, internet connected television or other networked device (for example store employees using a device – tablet, phone, workstation – to access web content to answer customer question). Hybris devices would not include equipment or hardware used by End Customer to access Hybris commerce platform with limited access (for example customer placing online orders / accessing payment gateway and accessing catalogues on Hybris commerce platform).

## REMAINING METRICS - E

### Employees

**Employees** are individuals working for a company or legal entity that is licensing the functionality of the Package, regardless of employment status (e.g. part time, full time, leave of absence, or contract worker).

## REMAINING METRICS – F

### Fixed Fee

**Fixed Fee** is the fixed package license fee for the Software.

## REMAINING METRICS – G

### Gigabytes

**Gigabytes (GB)** refer to the storage capacity equivalent to 1024<sup>3</sup> bytes.

## REMAINING METRICS - I

### Installations

**Installations** are instances of the software installed at a designated device.

### Instances

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

## REMAINING METRICS - L

### Licenses

**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. For Software licensed for ASP Services, CALs are assigned to users of a specified OEM's End User and cannot be transferred from one End User to another End User.

## REMAINING METRICS - M

### Machine

**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.

### Memories

**Blade memories** is the memory size of the blade.

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

## REMAINING METRICS – N

### Nodes

**Nodes** are servers or virtual machines running SAP Vora Platform.

- A server is a single piece of hardware that runs the software. A hardware partition or blade is considered a separate hardware system.
- A virtual machine is a software container that can run its own operating system and execute applications like a single physical machine.

## REMAINING METRICS – P

### Page Views

**Page Views** are the total cumulative number of: (1) single views of a mobile or browser application, or web page of an internet site, via screen views, screen states, mobile web pages, web stores, the Software In-Store module, or Contact Center module, for which the Hybris Commerce Suite provides data over a 12 month period and (2) JSP page requests, Ajax requests, REST service requests, SOAP service requests, or other application server requests through the Software.

## REMAINING METRICS - R

### Recipients

**Recipients** are individuals receiving reports from the licensed Software.

### Records

**Records** are the average number of items managed by the application over the prior 12 months.

### Revenue

**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.

- *For SAP Hybris branded products*

Revenue is the calculation of Licensee's and its Affiliates' total annual sales revenue for products or services that can be purchased through the Hybris platforms (including Hybris powered websites and other Hybris powered channels such as web stores, mobile, In-Store module, Contact Center module, etc.) by customers (B2B and B2C) in each trailing 12 month period, less VAT, delivery and any returns.

## REMAINING METRICS - S

### Servers

**Process servers** are defined as each server (real or virtual) where scheduled jobs are to be managed. A process server is required for every single connected application, server or operating system (OS) instance (virtual or physical) with a unique identification on which processes are executed that

need to be monitored, managed and controlled. For each process server purchased the customer is provided with 1 production and 3 non-production environments (i.e. 1 for fail-over for the production instance, 1 for development and 1 for test).

**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.

**Service Units** are published mainframe capacity ratings (MSU ratings). For up-to-date MSU ratings please refer to the relevant vendor websites.

## Sessions

**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. 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. For Software licensed for ASP Services, Concurrent Sessions are assigned to users of a specified OEM's End User and cannot be transferred from one End User to another End User.

## Subscriptions

**Annual subscriptions** are periodic recurring fees that are payable every calendar or fiscal year for the right to use software or services during that calendar or fiscal year. This fee is payable each calendar or fiscal year whether or not the software or service has been used during that year.

## REMAINING METRICS - T

### Terabytes

**Terabytes** are the amount of data stored in terabytes in the main database of Sybase IQ Server in whole numbers (fractions must be rounded up). If the Very Large Database Management option is licensed, it must be licensed to match the size of the entire main database of the Sybase IQ Server.

### Transactions

For SAP Hybris billing, charging

**Transactions** are defined as pricing outputs where one input can generate one or several pricing outputs.

Transactions are counted as those on the peak load day as measured within the prior 12 months.

## REMAINING METRICS - U

### Users

**Users** are individuals who Use the Software. A "User" included in the Metric count cannot be assigned to more than one individual.

- 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.

**Active users** are individuals that perform transactions Using the Software in a given calendar quarter. If the active user is a consumer (i.e. an individual performing transactions solely on his or her own behalf as an individual, and not in conjunction with his or her employment and/or on behalf of any other individual(s) and/or entity(ies)), the additional requirement of an SAP Named User license is waived.

**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.

**Licensed users** are individuals licensed as one of the SAP Named User types defined in the price list.

## Exhibit 3 - Package Restrictions

### 1. Line Of Business

#### 1.1 SAP Customer Engagement and Commerce (CEC)

Use of the following SAP Hybris Billing related Package does not require a Named User license:

- SAP Hybris Billing, charging

Use of the following SAP Hybris Packages does not require a Named User license:

- SAP Hybris Commerce Suite
- SAP Hybris advanced personalization module
- SAP Hybris order management module
- SAP Hybris web content management module
- SAP Hybris telco accelerator
- SAP Hybris subscriptions module
- SAP Hybris subscriptions billing gateway
- SAP Hybris bundling module
- SAP Hybris Product Content Management
- SAP Hybris Non-Transactional Website
- SAP Hybris Entitlements & Metering

SAP Hybris Commerce Suite. The SAP Hybris Product Content Management (PCM) included in the SAP Hybris Commerce Suite is Runtime Software and use of PCM is limited to online channels used within the SAP Hybris Commerce Suite. Any other Use of PCM will require additional licenses.

### 2. Industry Portfolio

#### 2.1. SAP Realtime Situational Awareness for OEM

Use of this package does not require an SAP Named User. This package includes the following components, subject to the restrictions set forth herein: (i) SAP Predictive Analytics Modeler – limited to five (5) Users per Licensee; (ii) SAP Replication Server, Premium Edition – limited to four (4) Cores per Licensee; (iii) SAP Data Service – limited to eight (8) Cores per Licensee; (iv) SAP BI Suite; and (v) SAP Mobile Platform.

#### 2.2 SAP Hybris Billing, charging for post-paid Telecommunications OEM; SAP Hybris Billing, charging for pre-paid Telecommunications OEM;

a. If SAP Hybris Billing Software (the "Affected Software") included in the referenced products is Used for, or in support of, billing or revenue share calculation for pre-paid telecommunications products, services or systems in the Restricted Countries or to remotely support prepaid telecommunication systems in the Restricted Countries then Licensee shall be obliged to obtain a license from Freedom Wireless permitting such Use. The Restricted Countries are Australia, Brazil, Canada, China, Israel, Japan, South Korea, Mexico and the United States. Failure to obtain a license from Freedom Wireless permitting such use shall void and release SAP and its Affiliates from all related warranties, including without limitation any warranties and/or indemnities with respect to non-infringement of intellectual property rights to the fullest extent provided by applicable law. Partner agrees to include the foregoing restriction on the Use of the Affected Software for, or in support of, billing or revenue share calculation for pre-paid wireless products, services or systems to any EULA entered into between Partner and its End Users. To the extent any Affected Software is distributed or sublicensed through Partner's distributors, resellers or Affiliates, Partner shall ensure that anyone it authorized to distribute the Affected Software shall comply with the terms of the Agreement, including without limitation, the terms of this Section 2.2.a.

b. Partner agrees to indemnify, defend and hold harmless SAP and its Affiliates against a claim based on an infringement or alleged infringement of intellectual property rights of a third party in connection with prepaid telecommunication activities in the Restricted Countries. SAP shall promptly notify Partner of the allegation in writing and Partner shall upon its written request have sole control over the defense of such claim. SAP shall have the right to have access to all information reasonably necessary for the defense against the allegation (subject to applicable attorney-client or similar privileges) as well as the right to select its own counsel reasonably acceptable to Partner to participate in any actions at the expense of SAP, provided Partner controls the defense of such claim. Partner shall obtain the prior written approval of SAP, which approval shall not be unreasonably withheld, before entering into any settlement of such claim if such settlement imposes any un-indemnified payment obligations on SAP or its Affiliates or imposes any restrictions on SAP's or its Affiliates' activities or requires SAP or its Affiliates to admit any wrongdoing or that does not involve a full and complete release of all claims against SAP and its Affiliates.

### 3. SBOP Packages: SAP BusinessObjects Business Intelligence (BI) and SAP Enterprise Information Management (EIM)

Licensee may extract data from any data source that is necessary to enable the functionalities of the Partner Product into SBOP Packages and/or push data out of SBOP Packages into the Partner Product provided Licensee has secured an appropriate license for all such data source(s) (albeit an additional SAP Named User license will not be required solely for the one-way extraction of data into SBOP where the data source is SAP Software and/or third party software licensed from SAP).

#### 3.1 SAP BusinessObjects Business Intelligence Solutions

##### 3.1.1 SAP BusinessObjects Business Intelligence

There are two ways to license SAP BusinessObjects Business Intelligence server functionality under this section 3.1:

- (1) SAP BusinessObjects Business Intelligence Suite ("BI Suite") includes the SAP BusinessObjects BI Platform along with the following engines: the Business Intelligence Mobile Add-on, SAP Crystal Reports, SAP BusinessObjects Web Intelligence, SAP BusinessObjects Dashboards, SAP BusinessObjects Design Studio, SAP BusinessObjects Explorer, SAP BusinessObjects Analysis edition for Microsoft Office, SAP Lumira desktop edition, SAP Lumira Server version for SAP BusinessObjects BI Platform, and SAP BusinessObjects Analysis edition for OLAP. The BI Suite Package engines include rights to view and author content for the BI clients identified above, subject to the "Concurrent Session Limitations" below. The BI Suite Package includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data. BI SDK is not available for use by third party products without an explicit agreement between SAP and the third party. The BI Suite includes the following Runtime Software: (i) 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 and (ii) 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, (iii) SAP HANA Runtime Database for Lumira Server and (iv) one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

Use of the Data Integrator runtime (i) does not include Text Data Processing and CMS repositories residing on a separate server in the customer's landscape but is limited to connection to and leverage of any existing data store. It may only load data into one target data store.

Use of SAP IQ Runtime Software is limited to access by and through SAP BusinessObjects BI Suite and SAP Predictive Analytics.

SAP HANA Runtime Database for Lumira Server is included as a runtime database for Use solely in conjunction with Licensee's Use of specific components of the SAP BI Suite. Use of HANA Runtime is limited to (i) Use of the SAP BusinessObjects Design Studio runtime for SAP HANA and (ii) Use as a Central Management System database and audit database by the BI Platform. SAP HANA Runtime Database for Lumira Server cannot be used as a general purpose database, data mart, or data warehouse solution.

- (2) SAP BusinessObjects BI Reporting ("BI Reporting") includes the SAP BusinessObjects BI platform along with the Crystal Reports engine and the Web Intelligence engine. The engines include rights to view and author content for the BI clients identified above, subject to the "Concurrent Session Limitations" below. The BI Reporting includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data. BI SDK is not available for use by third party products without an explicit agreement between SAP and the third party.

For a single Deployment of SAP BusinessObjects BI platform, either the SAP BusinessObjects Business Intelligence Suite model or the BI Reporting model must be used. They cannot both be used in a single Deployment of SAP BusinessObjects BI platform.

Both the SAP BusinessObjects Business Intelligence Suite and the BI Reporting models can be licensed using either the Concurrent Session license metric or the Named User (NUL) license metric.

Both the SAP BusinessObjects Business Intelligence Suite and the BI Reporting models include access to SAP Application data and SAP BW data in all supported metrics.

*Named User Limitations.* There is no license limit on number of processors or servers used. Named users are identified at logon and do not consume a Concurrent Session license. Concurrent Session licenses and Named Users licenses can be purchased in combination for a deployment. Licensee may not utilize any program or system to cache or queue report requests. SAP Business Objects, Business Intelligence users may be entered into the SAP NetWeaver BW system for the purposes of maintaining security. The implementation of this metric does not replace the overall SAP Named User licensing requirement. One named user can create a maximum of 10 simultaneous sessions.

*Concurrent Session Limitations.* Certain functions of the SAP BusinessObjects BI portfolio that are deployed on a desktop or outside of the SAP BusinessObjects BI Platform are only supported with a NUL, not with a Concurrent Session license. The following such Use rights are not available with Concurrent Session licenses.

- SAP BusinessObjects BI Suite, SAP BusinessObjects BI Suite, analytics edition, SAP BusinessObjects BI Platform, SAP BusinessObjects BI Platform, analytics edition: 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
- SAP Crystal Reports: Use of the Crystal Reports desktop client and/or Crystal Reports for Enterprise desktop client
- SAP BusinessObjects Web Intelligence: Use of the Web Intelligence Rich Client
- SAP BusinessObjects Dashboards: Use of the Dashboards desktop client
- SAP Lumira desktop edition; Use of the Lumira desktop client
- SAP BusinessObjects Design Studio: Use of the SAP BusinessObjects Design Studio desktop client, SAP BusinessObjects Design Studio runtime for SAP BW and/or SAP BusinessObjects Design Studio runtime for SAP HANA
- SAP BusinessObjects Analysis edition for Microsoft Office with SAP NetWeaver platform

*Oracle OLAP Data Provider for SAP BusinessObjects BI (OODP).* Licensee's license rights for the BI Suite or BI Reporting 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 portfolio.

*SQL Anywhere.* Licensee's license rights for the BI Suite or BI Reporting include a runtime license for the SQL Anywhere database. Licensee's use of the SQL Anywhere software is limited solely to its use by the SAP BusinessObjects BI Platform.

### 3.1.2 SAP BusinessObjects Dashboards

"Connected Presentation" means any SWF file created with SAP BusinessObjects Dashboards that refreshes or otherwise changes the data contained in any such SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)).

Connected Presentations may be used only for users' internal business purposes and not pursuant to a commercial sale, rental or lease of the Connected Presentations (whether alone or in combination with another program or product).

### 3.1.3 SAP Predictive Analytics

Licensee may extract data created by or necessary to trigger the functionality of the Partner Product into the licensed SAP Predictive Analytics component(s) and/or push data out of the licensed SAP Predictive Analytics component(s) into the Partner Product.

SAP Predictive Analytics Suites for HANA includes 1 User of Predictive Analytics Modeler regardless of number of GB of memory.

#### 3.1.3.1 SAP Predictive Analytics Suite for non-HANA

This edition of SAP Predictive Analytics Suite is not licensed for Use with SAP HANA Base, Platform and/or Enterprise Edition. SAP Predictive Analytics Suites for non-HANA includes 1 User of Predictive Analytics Modeler regardless of number of cores licensed.

### 3.1.4 SAP Enterprise Information Management Solutions

#### 3.1.4.1 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.

### 3.1.5 *SAP Data Services, SAP Data Integrator, and SAP Data Quality Management software*

Directories are not included and must be licensed separately.

#### 3.1.5.1 *SAP Data Services*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Services may be installed and Used. 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.

#### 3.1.5.2 *Data Quality Management (“DQM”) SDK*

A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration (“DQM SDK Non-Bundled Configuration”) and (2) bundled with Core Metric licenses to Data Services and/or DQM Premium (“DQM SDK Bundled Configuration”). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the Core Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such Core licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six Core licenses of Data Services and/or DQM Premium, then Licensee may Use two Core licenses to run DQM SDK and the remaining 4 Core licenses to run Data Services and/or DQM Premium; or Licensee may Use three Core licenses to run DQM SDK and the remaining 3 Core licenses to run Data Services and/or DQM Premium; or Licensee may Use all six Core licenses to run DQM SDK.

#### 3.1.5.3 *SAP Information Steward*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Information Steward may be installed and Used.

#### 3.1.5.4 *SAP Data Services, enterprise edition*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Integrator, enterprise edition may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Services, enterprise edition includes ten (10) Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

#### 3.1.5.5 *SAP Data Integrator, premium edition*

The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Data Integrator, premium edition may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against total Cores. SAP Data Integrator, premium edition includes five (5) Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

### 3.1.6 *SAP BusinessObjects solutions for SME*

#### 3.1.6.1 *SAP Data Services, Edge edition Data Integrator, Edge edition and Data Quality Management, 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.

#### 3.1.6.2 *SAP BusinessObjects BI, Edge edition (BI Edge)*

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. The license includes the following Runtime Software: (i) SAP IQ and (ii) 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, and (iii) one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

Use of the Data Integrator runtime (i) does not include Text Data Processing and (ii) is limited to connection to and leverage of any existing CMS repositories residing on a separate server in the customer’s landscape but may only load data into one target datastore.

Use of SAP IQ Runtime Software is limited to access by and through the BI Edge platform and SAP Predictive Analytics.

Certain functions of BI Edge are only supported with a NUL, not with a Concurrent Session license (refer to “Concurrent Session Limitations” in 6.1.1). SAP BusinessObjects BI, Edge edition includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (“BI SDK”) solely for the purposes of accessing semantic data.

#### 3.1.6.3 *SAP Lumira, Edge edition*

Each deployment of SAP Lumira, Edge edition has maximum limits of 100 named users and 50 Concurrent Sessions. When deployed with SAP Business Objects, BI Edge edition (if licensed separately by the Licensee), SAP Business Objects, BI Edge edition can be installed on separate servers solely for the purpose of using with SAP Lumira, Edge edition. Additionally, the number of licensed users of SAP Lumira, Edge edition must match both the number and type of users of SAP Business Objects, BI Edge edition.

#### 3.1.7 *SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (“BI SDK”)*

BI SDK requires SAP BusinessObjects BI version 4.1 SP2 or later.

**Semantic Data Transfer and Persistence.** This Section describes certain limitations to the transfer of semantic data, and the persistence of semantic data being transferred, from the BI SDK.

- a. Any resolution of a BusinessObjects Universe query, with the limited exception of caching, must connect to a BusinessObjects Universe at runtime. A temporary cache is permitted for the sole purpose of improving the query performance of the Semantic Layer Web Service SDK implementation if the application does so temporarily, securely, and in a manner that does not permit use of the data or metadata outside of the application directly connecting to the Semantic Layer Web Services SDK.
- b. In enabling support for universes, use of the BI SDK interfaces is prohibited for any of the following purposes: (i) to crawl or index the BI SDK (or any data or metadata contained therein or managed thereby), (ii) the mass data and/or metadata extraction from the BI SDK to

another product to create a new system of record for such data or metadata, or (iii) bypass or circumvent SAP's license restrictions or provide customers with access to the SAP BusinessObjects Universe Consumption for which such customers are not licensed.

- c. Subject to Section (b) above, a user may develop and use any of the BI SDK interfaces for the purpose of extracting and caching SAP Semantic Product data or metadata.

The user agrees that any product or solution using data retrieved from the BI SDK must open and maintain a valid SAP BusinessObjects BI session when connecting to the BI SDK and when connecting to a cache of the results from the BI SDK, similar to as if the user product had connected directly to the BI SDK. APIs that enable third party products to open and close a BI session are available in SAP's BI Platform SDK.

### 6.1.8 *SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK")*

BI SDK requires SAP BusinessObjects BI version 4.1 SP2 or later.

**Semantic Data Transfer and Persistence.** This Section describes certain limitations to the transfer of semantic data, and the persistence of semantic data being transferred, from the BI SDK.

- d. Any resolution of a BusinessObjects Universe query, with the limited exception of caching, must connect to a BusinessObjects Universe at runtime. A temporary cache is permitted for the sole purpose of improving the query performance of the Semantic Layer Web Service SDK implementation if the application does so temporarily, securely, and in a manner that does not permit use of the data or metadata outside of the application directly connecting to the Semantic Layer Web Services SDK.
- e. In enabling support for universes, use of the BI SDK interfaces is prohibited for any of the following purposes: (i) to crawl or index the BI SDK (or any data or metadata contained therein or managed thereby), (ii) the mass data and/or metadata extraction from the BI SDK to another product to create a new system of record for such data or metadata, or (iii) bypass or circumvent SAP's license restrictions or provide customers with access to the SAP BusinessObjects Universe Consumption for which such customers are not licensed.
- f. Subject to Section (b) above, a user may develop and use any of the BI SDK interfaces for the purpose of extracting and caching SAP Semantic Product data or metadata.

The user agrees that any product or solution using data retrieved from the BI SDK must open and maintain a valid SAP BusinessObjects BI session when connecting to the BI SDK and when connecting to a cache of the results from the BI SDK, similar to as if the user product had connected directly to the BI SDK. APIs that enable third party products to open and close a BI session are available in SAP's BI Platform SDK.

## 3.2 SAP BusinessObjects (Classic Solutions Model)

### 3.2.1 SAP BusinessObjects Enterprise

3.2.1.1 *Dashboard Builder.* The software components, tools and utilities supplied with Dashboard Builder may only be used with the product with which they were provided. In addition, the Web Intelligence utilities provided with Dashboard Builder may only be used to view the analytic templates provided with Dashboard Builder.

3.2.1.2 *SAP BusinessObjects Enterprise.* Licensee may not combine licenses for different editions of BusinessObjects Enterprise in a single Deployment (for example, BusinessObjects Enterprise Premium licenses may not be combined with BusinessObjects Enterprise Professional licenses in the same Deployment). Licensee may use BusinessObjects Enterprise Professional to publish and distribute only one of SAP BusinessObjects' proprietary report format types (Crystal Reports, Web Intelligence/Desktop Intelligence/BusinessObjects/Voyager). Web Intelligence and Desktop Intelligence are deemed a single proprietary report format for this purpose. If Licensee wishes to publish and distribute more than one report format type, BusinessObjects Enterprise Premium must be licensed. Notwithstanding the foregoing, if Licensee migrates from a combined BusinessObjects and Web Intelligence Deployment to BusinessObjects Enterprise, Licensee may use both BusinessObjects and Web Intelligence report types in that Deployment. SAP BusinessObjects Enterprise includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

3.2.1.3 *SAP BusinessObjects Product Options.* Options for BusinessObjects Enterprise Professional, Crystal Enterprise Professional, and Crystal Reports Server (collectively, "Underlying Application") are licensed as add-ons to a Deployment. Options may include Crystal Reports Explorer, Auditing, Publishing, Live Office, Integration Kits for third party applications and other products designated as Options for an Underlying Application. If both the Underlying Application and the Options are licensed on a CPU metric, the number and type of Option licenses must match the number and type of the Underlying Application licenses in the Deployment in which the Options are used

3.2.1.4 *Web Intelligence Interactive Viewing.* Keycodes to Web Intelligence Interactive Viewing unlock all features of the full Web Intelligence product. However, Web Intelligence Interactive Viewing is a limited license and may not be utilized to edit or create documents.

### 3.2.2 Dashboard and Visualization

#### 3.2.2.1 SAP® BusinessObjects™ Dashboards software.

If Licensee refreshes, publishes, pushes or otherwise changes data contained in any Dashboards generated SWF file (or SWF file exported to other supported file formats (e.g., PDF, AIR, PPT)), a viewing license must be licensed for each user that can view the Dashboard. Dashboard viewing is included with and matches the Named User Licenses ("NUL") of SAP Crystal Server and BusinessObjects BI Edge edition. Dashboard viewing is included with SAP Crystal Dashboard Design but limited to SWF files with a maximum of two connections.

### 3.2.3 SAP BusinessObjects Enterprise Information Management Solutions

#### 3.2.3.1 *SAP BusinessObjects Data Services, SAP BusinessObjects Data Integrator, and SAP BusinessObjects Data Quality Management software.*

If Licensee wants to deploy a Data Services, Data Integrator, or Data Quality Management License to access enterprise data sources such as packaged applications, databases, or technology infrastructure products, Licensee must obtain individual interface licenses such as Application Interface, Database Interface, JMS Technology Interface, or Salesforce.com Technology Interface. Directories are not included and must be licensed separately.

3.2.3.2 *SAP BusinessObjects Data Services.* The following is included in each license of the SAP BusinessObjects Data Services:

- Five Named Users of SAP BusinessObjects Data Insight (except for licenses bundled or otherwise provided in combination with or for use with a third party product)
- Runtime license for 2 CPU licenses of SAP BusinessObjects Information Steward. The Use of the BusinessObjects Information Steward is limited to Cleansing Package Builder and the Basic and Advanced Profiling capabilities that are contained in Data Insight.



- One license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development and Grid Computing
- Database Interface licenses to an uncapped number of Types of databases
- Salesforce.com Technology Interface
- JMS Technology Interface

### 3.2.4 SAP BusinessObjects Data Integrator

3.2.4.1 *SAP BusinessObjects Data Integrator Starter*. Each license of the Software includes one Database Interface license.

3.2.4.2 *SAP BusinessObjects Data Integrator Professional*. Each license of the Software includes two Database Interface licenses.

3.2.4.3 *SAP BusinessObjects Data Integrator Premium*. Each license of the Software includes one license of each of Real Time Transactional Processing, Data Source Web Service Access, Multi-user Team Development, Grid Computing, Salesforce.com Technology Interface, JMS Technology Interface; and Database Interface licenses to an uncapped number of database Types.

### 3.2.5 SAP BusinessObjects Data Quality Management (“DQM”)

3.2.5.1 *SAP BusinessObjects Data Quality Management Professional*. Each license of the Software includes one Database Interface license and one license of SAP BusinessObjects DQM, cleansing package option for one language.

3.2.5.2 Interface licenses. A prerequisite for any Application Interface, Database Interface or Technology Interface license is a Data Services, Data Integrator, or Data Quality Management license. Application Interface is licensed per application Instance. “Instance” means the Software may only be used for one unique connection to a specified application or technology. If multiple instances of an application are accessed by the Application Interface, then one Application Interface License must be acquired for each instance. Application Interface Unlimited, Database Interface, JMS Technology Interface and Salesforce.com Technology Interface are licensed per application, database or technology Type, as applicable. “Type” means an unlimited number of connections to the single, specified application, database or technology.

3.2.5.3 Data Quality Management SDK. A license to Data Quality Management SDK may be acquired in two configurations as follows: (1) a stand-alone or non-bundled configuration (“DQM SDK Non-Bundled Configuration”), and (2) bundled with CPU Metric licenses to Data Services and/or DQM Premium (“DQM SDK Bundled Configuration”). If acquired in the DQM SDK Non-Bundled Configuration, then a license to DQM SDK is provided as a Server License. If acquired in the DQM SDK Bundled Configuration, then licenses to DQM SDK are included as part of the CPU Metric licenses of Data Services and/or DQM Premium licensed by Licensee, such that a subset of the number of such CPU licenses licensed by Licensee may be Used to solely run DQM SDK, provided that the aggregate number of licenses deployed for DQM SDK and Data Services and DQM Premium must not exceed the total of Data Services and DQM Premium licenses acquired. For example, if Licensee has in the aggregate licensed six CPU licenses of Data Services and/or DQM Premium, then Licensee may Use two CPU licenses to run DQM SDK and the remaining 4 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use three CPU licenses to run DQM SDK and the remaining 3 CPU licenses to run Data Services and/or DQM Premium; or Licensee may Use all six CPU licenses to run DQM SDK.

### 3.2.6 SAP BusinessObjects Explorer

3.2.6.1 Keycodes for Explorer used in conjunction with SAP BusinessObjects Enterprise Professional (for Enterprise Reporting) will unlock all features of the Web Intelligence product. Such Web Intelligence features may be used only by SAP BusinessObjects Explorer.

3.2.6.2 SAP Business Objects Explorer (Data Exploration Component). SAP BusinessObjects Explorer (Data Exploration Component) includes SAP BusinessObjects Data Integrator Premium and SAP BusinessObjects Enterprise. Licensee’s use is limited as follows:

- Data Integrator Premium and BusinessObjects Enterprise may only be used in conjunction with SAP BusinessObjects Explorer (Data Exploration Component).
- Data Integrator Premium may not be installed on the same blade as the SAP NetWeaver BWA blade.
- Data Integrator Premium may not be used for standalone ETL (extract, transform and load) projects.
- Licensee is licensed to Use only the following features of SAP BusinessObjects Enterprise: (a) Central Management Console (CMC), (b) third party authentication, (c) exploration of BWA-based indexes with Explorer, (d) Central configuration Manager, and (e) Import Wizard.

### 3.2.7 SAP BusinessObjects solutions for SME

3.2.7.1 SAP BusinessObjects Edge BI (Edge BI). Edge BI licensed by SAP Named Users has a limit of 250 users per server. Edge BI includes publishing up to 1000 Recipients. Standalone Use of Edge BI standalone does not require SAP Application named users; when used with SAP ERP, the SAP Business Expert named user is not relevant and an SAP Professional named user is sufficient. Edge BI licensed as CAL (Concurrent Access License) through SAP BusinessObjects resellers shall not exceed 50 CALs in a single deployment. After Licensee acquired CAL packages from an SAP BusinessObjects reseller, Licensee may license add-on named user licenses of Edge BI in the same quantity as the number of CAL licensed. Edge BI includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK (“BI SDK”) solely for the purposes of accessing semantic data.

3.2.7.2 SAP BusinessObjects Edge BI, version with data management. SAP BusinessObjects Data Quality Professional and SAP BusinessObjects Data Integrator Starter delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 users) and must be deployed either (a) on the same server where the corresponding SAP BusinessObjects Edge BI product is deployed, or (b) on a separate server having up to two CPUs. SAP BusinessObjects Data Quality Professional and SAP BusinessObjects Data Integrator Starter may only be used in conjunction with SAP BusinessObjects Edge BI and may not be used on a stand-alone basis. Licensee shall only be permitted to use up to two database types under the database interfaces and shall only be permitted one target datastore.

3.2.7.3 SAP BusinessObjects Edge BI, version with data integration. SAP BusinessObjects Data Integrator Starter delivered with SAP BusinessObjects Edge BI may only be deployed on a single server (up to 250 users) and must be deployed either (a) on the same server where the corresponding SAP BusinessObjects Edge Series product is deployed, or (b) on a separate server having up to two CPUs. SAP BusinessObjects Edge BI, version with data integration and SAP BusinessObjects Data Integrator Starter may only be used in conjunction with SAP BusinessObjects Edge BI and may not be used on a stand-alone basis. Licensee shall only be permitted to use up to two database types under the database interfaces and shall only be permitted one target datastore. When SAP BusinessObjects Data Integrator Starter is used with SAP BusinessObjects Edge Rapid Marts it may be deployed on a server with up to 4 CPUs.

## 4. SAP Crystal

### 4.1 Use Rights for All SAP Crystal Products

#### 4.1.1 Definitions

- 4.1.1.1 "SAP Crystal software" is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server, SAP Crystal Dashboard Design, SAP Crystal Presentation Design, SAP Crystal Interactive Analysis, and Xcelsius Engage Server.
- 4.1.1.2 "Desktop SAP Crystal software" is defined to be all SAP Crystal products except for SAP Crystal Server and SAP Crystal Reports Server.
- 4.1.1.3 "Connected Presentation" means any SWF file created with SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server 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)),
- 4.1.1.4 "Self Contained Presentation" means any SWF file created with SAP Crystal Presentation Design, SAP Crystal Dashboard Design personal edition, SAP Crystal Dashboard Design departmental edition, or Xcelsius Engage Server that does not 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)).
- 4.1.2 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.
- 4.1.3 Desktop SAP Crystal Software Usage. With the exception of Connected Presentations, and subject to Section 4.2.8, 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 Section 4.2.7.

4.1.4 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. One license is required per training workstation.

- 4.1.5 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.

### 4.2 SAP Crystal Reports runtime product

- 4.2.1 Scope. This section applies to the runtime product included in SAP Crystal Reports 2008, Crystal Reports XI, SAP Crystal Reports for Visual Studio 2010, and SAP Crystal Reports for Eclipse.
- 4.2.2 Definitions
- 4.2.2.1 "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.
- 4.2.2.2 "Internal Installation" or "Internally Install" means installing into production Client Applications and/or Server Applications on one or more computers within Licensee's company or organization only in connection with Licensee's internal business purposes.
- 4.2.2.3 "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.
- 4.2.2.4 "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, and SAP Crystal Reports for Visual Studio 2010.
- 4.2.2.5 "Server Application" means an application developed by Licensee that a) utilizes the Runtime Product, b) allows more than one 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.
- 4.2.3 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.
- 4.2.4 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.

- 4.2.5 *Distribution of Client Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 4.2.7, Licensor grants Licensee a personal, nonexclusive, limited license to Distribute Client Applications.
- 4.2.6 *Distribution of Server Applications.* Subject to Licensee's compliance with all of the terms herein, including without limitation section 4.2.7, 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.
- 4.2.7 *Runtime Product Distribution Requirements.*  
If Licensee distributes the Runtime Product to third parties pursuant to sections 4.2.5 or 4.2.6, 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:  
End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;  
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;  
End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;  
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;
- 4.2.8 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.

### 4.3 SAP Crystal Dashboard Design, departmental edition.

- 4.3.1 *Usage.* Presentations created with the departmental edition of SAP Crystal Dashboard Design may be freely redistributed. SWF files generated by the departmental edition that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without any additional licensing requirements.
- 4.3.2 *Restrictions.* SWF files generated by the departmental edition:
  - Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
  - Can be deployed standalone only to SAP Crystal Reports Server or SAP Crystal Server.
  - Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.
  - Cannot be distributed to more than 100 end users.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

### 4.4 SAP Crystal Dashboard Design, personal edition

- 4.4.1 *Usage.* Self Contained Presentations created with the personal edition of SAP Crystal Dashboard Design may be freely redistributed. SWF files created by the personal edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be embedded into a Crystal Report and the resulting report can be redistributed without requiring additional licensing.
- 4.4.2 *Restrictions.* SWF files generated by the personal edition:
  - Cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.
  - Can be deployed standalone only to SAP Crystal Reports Server, or SAP Crystal Server.
  - Cannot access any data sources from SAP Software, with the exception of SAP BusinessOne.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

### 4.5 SAP Crystal Presentation Design

- 4.5.1 *Usage.* Self Contained Presentations created with all editions of SAP Crystal Presentation Design may be freely redistributed. Licensees of the enterprise edition of SAP Crystal Presentation Design can deploy the Software to any number of employees and contractors, provided those employees and contractors are directly employed by the Licensee. This license does not extend beyond Licensee's corporate entity and excludes all subsidiaries or affiliates of the Licensee.
- 4.5.2 *Restrictions.* The student edition of SAP Crystal Presentation Design may only be Used by full time or part time students of a secondary or post-secondary educational institution.

### 4.6 SAP Crystal Server

- 4.6.1 *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.
- 4.6.2 *Usage.* SAP Crystal Reports which contain SWF files created by either the personal or departmental edition of SAP Crystal Dashboard Design that access data exclusively with the Crystal Reports connector can be viewed by users with either NUL or CAL licenses. Licensee may use SAP Crystal Server's mobile features or functionalities.

4.6.3 **Restrictions.** For each Deployment, SAP Crystal Server may be installed and Used 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.

The following content can only be viewed using NUL licenses:

- SAP Crystal Reports
- SAP Crystal Dashboard Design, departmental edition
- SAP BusinessObjects Explorer (SAP Crystal Server 2011 and later only)

The following content can only be viewed using CSBL licenses:

- SAP Crystal Reports
- SAP Crystal Dashboard Design, departmental edition (SAP Crystal Server 2016 and later only)
- SAP BusinessObjects Explorer (SAP Crystal Server 2016 and later only)

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

SAP Crystal Server includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

Each SAP Crystal Server 2016 (and later) named users license includes one (1) named user license of SAP Crystal Reports and one (1) named user license of SAP Crystal Dashboard Design, departmental edition.

4.6.4 **SAP Crystal Server, analytics edition** has a maximum limit of 100 named users and 250 concurrent sessions on a single server. The license includes the following Runtime Software: (i) SAP IQ, which may be deployed either on the same server as Crystal Server, or on a separate server up to a maximum of 16 cores and (ii) Data Integrator, Edge edition, which may be deployed on the same server as Crystal Server, or a separate server up to a maximum of 6 Cores, and (iii) one (1) Concurrent Session license of SAP PowerDesigner DataArchitect, Edge edition.

Use of the Runtime Software is limited to the following: Data Integrator, Edge edition (i) does not include Text Data Processing and (ii) can connect to and leverage any existing CMS repositories residing on a separate server in the customer's landscape and can only be used to load data into the included SAP IQ, from any number of SAP data sources, and up to two database types under the database interfaces.

Use of SAP IQ Runtime Software is limited to access by and through SAP Crystal Server.

SAP Crystal Server, analytics edition includes runtime license to use the SAP BusinessObjects BI Semantic Layer RESTful Web Service SDK ("BI SDK") solely for the purposes of accessing semantic data.

#### 4.7 Xcelsius Engage Server

4.7.1 **Usage.** Self Contained Presentations created with Xcelsius Engage Server may be freely redistributed. A connected presentation that receives its data exclusively from the Crystal Reports connector, and is embedded into a Crystal Report is considered a self-contained presentation.

4.7.2 **Restrictions.** SWF files generated by Xcelsius Engage Server cannot be deployed to SAP BusinessObjects Enterprise or SAP BusinessObjects Edge.

Connected Presentations may be used only for users internal business purposes and not pursuant to a commercial sale, rental, or lease of the Connected Presentations (whether alone or in combination with another program or product).

#### 4.8 SAP Crystal Reports Server OEM Embedded

4.8.1 SAP Crystal Reports Server OEM Embedded ("CRSE") may only be installed and used on a single Server whether the Software is licensed on a NUL 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.

### 5. Supplementary Products

#### 5.1 Directories

Following are additional license conditions for content/reference data (address data, geo data etc...) provided in Data Quality and Data Services products ("Directories")

- 5.1.1
- Directories, any related documentation and any intellectual property rights therein at all times remain the property of SAP and its third party suppliers (as the case may be);
  - Licensees are not permitted to resell the data. Directories shall not be used within a service bureau environment. In selected cases, the use by an affiliate will require a separate license (see all specific directory restrictions in the "Pass Through Terms for Directories" attached hereto as Exhibit 5 which constitute a part of the terms and conditions of Licensee's use of such Directories).
  - Directories may only be used together with the SAP Data Quality and/or Data Services Products; a perpetual license for the SAP Data Quality and Data Services Products is a prerequisite for using Directories;
  - Directories may not be used for creating a mailing list, database or other derivative work, but may be used to cleanse an existing mailing list or database of an End User;
  - Directories will be updated from time to time: only the current version of an Directory may be used;
  - SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;
  - SAP's third party suppliers shall have no liability to End User or any third party as a result of End User's use of the Directories or any services you receive related to the use of the Directories;
  - Content updates will not be provided by SAP hereunder, except to the extent the Directories' third party supplier(s) makes content updates available to SAP. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.

- A third-party supplier for Directories may elect to terminate SAP's right to distribute directories or to provide updates during the term of your subscription, in which case Licensee's sole remedy will be to receive a refund of fee for the portion of the subscription for which Licensee is unable to use such Directories, unless otherwise stated in the Pass-Through Terms.
- SPECIALIZED PRODUCTS SUCH AS USPS DELIVERY SEQUENCE FILE – DSF AND RDI MAY ONLY BE SOLD TO US PERSONS OR ENTITIES FOR USE WITHIN THE US.
- Notwithstanding anything to the contrary contained in the Agreement, Partner may not remove any of SAP or its licensor's trademark and copyright notices contained in any USPS Directories or label such products or directories as its own.
- Partner may not market any USPS Directories under its own mark.
- USPS Directories may only be sold in the US and are not available outside of the US.
- Partner may sublicense the Address Directories in accordance with the Agreement only to the extent Licensor continues to make such Address Directories generally available to its OEM partners and continues to have rights to license the underlying technology of any third-party supplier.

#### 5.1.2 Licensing Information

- Directories are sold on a subscription model basis, therefore no annual maintenance fee is to be charged and, except to the extent the Directories content source makes content updates available to SAP, no SAP maintenance or support is provided for these products.
- Subscription fees may include charges from domestic or international postal authorities or other data providers.
- The Initial Term of this shall be 12 (twelve) calendar months from the Effective Date of the "Initial Term".
- Automatic renewals occur on an annual basis, subject to availability of the licensed Directory on the current SAP List of Prices and Conditions, and will be processed and invoiced according to the then current pricing and terms. After the Initial Term, this subscription license may be terminated by either party with 90 days written notice prior to the start of the following Renewal Term. Any termination must be in writing to the affected party and will be effective at the end of the then-current Initial/Renewal Term during which the termination notice is received by SAP.

5.1.3 In no event shall SAP's total liability for damages of any kind or nature in any way arising from or related to the licensed Directories exceed an amount equal to the annual Subscription Fee paid in the twelve (12) month period prior to the date of the claim.

### 6. Database and Technology Portfolio Products (Excluding HANA)

6.1 The licensed Software may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to <http://www.sap.com/sybase-thirdpartylegal> for certain notices relating to the Free Download Components.

6.2 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.

6.3 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.

6.4 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 may be installed and Used.

6.5 SAP ASE, Edge Edition. SAP ASE, Edge Edition is limited to 4 Cores and includes a limited runtime license of SAP Sybase Replication Server, Premium edition to be used only in conjunction with SAP ASE, Edge Edition solely for disaster recovery purposes.

#### 6.6 SAP Replication Server and SAP Replication Server Optional Add-ons

6.6.1 SAP Replication Server, Premium edition. 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.

6.6.2 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.

6.7 SAP Event Stream Processor and Adapters. As is true in all cases, in order to integrate or otherwise Use the licensed Software with another third party software product, Licensee must first secure an appropriate license from the applicable third party licensor (or one of its authorized distributors). SAP may disclose Licensee's business name, address and license metric / level to such entities (where they are licensors of the licensed Software to SAP or its parent, SAP SE) to assist such licensors in determining Licensee's compliance with the preceding sentence.

6.8 SQL Anywhere OEM Edition. The SQL Anywhere OEM Edition is provided to Partner solely for internal use for purposes of integrating the SQL Anywhere components for use with Partner Products.

6.9 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: (i) SQL Anywhere database interface files, (ii) Interactive SQL, (iii) Sybase (or SQL) Central, (iv) SQL Anywhere Console Utility, and/or (v) SQL Anywhere database utilities.

6.10 SAP SQL Anywhere workgroup, Edge edition OEM (core). When licensed on a "Core" metric, a license for the following SQL Anywhere client software is included with the Software license: (i) SQL Anywhere database interface files, (ii) Interactive SQL, (iii) Sybase (or SQL) Central, (iv) SQL Anywhere Console Utility, and/or (v) SQL Anywhere database utilities.

6.11 SAP SQL Anywhere workgroup, Edge edition OEM. SAP SQL Anywhere workgroup, Edge edition, workgroup version (i) is limited to Use on a maximum of eight (8) Cores on a single server and (ii) includes SQL Anywhere Monitor solely for non-productive Use.

6.12 SAP PowerDesigner. Includes SAP SQL Anywhere database, which may only be Used as the metadata repository for PowerDesigner

- 6.13 SAP ASE Cluster Edition. In order for SAP ASE Cluster Edition to operate with other SAP Software, additional licenses for SAP ASE Cluster Edition optional components may be required. Unless otherwise agreed by SAP, SAP ASE Runtime Edition cannot be deployed on the same installation as any other SAP ASE software that is not SAP ASE Runtime Edition.
- 6.14 SAP IQ, Edge edition may only be deployed on a server having a maximum of 8 Cores. Regardless of the number of Cores licensed, SAP IQ, Edge edition may be Used for databases of up to one (1) terabyte.

## 7. Mobile

- 7.1 The licensed Software may include certain third party open source and/or other free download components (collectively, the “Free Download Components”). Please refer to <http://www.sap.com/sybase-thirdpartylegal> for certain notices relating to the Free Download Components.
- 7.2 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.
- SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.
- 7.3 Afaria Device Management (Afaria DM)
- 7.3.1 Afaria DM license includes the following components: Afaria Multi-Tenant Enterprise Server, Afaria Class A Client, Afaria Class B Client.
- 7.3.2 Afaria DM includes a runtime license for SAP SQL Anywhere database. SAP SQL Anywhere is licensed for use only with Afaria DM. Any additional use of SAP SQL Anywhere requires a full use license for SAP Adaptive Service Enterprise or SAP Adaptive Server Platform.
- 7.4 SAP Enterprise Integration for Mobile Apps Software.
- 7.4.1 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 a runtime license for SAP Mobile Platform (“Mobile Platform”). The Mobile Platform is licensed for use with the licensed SAP Enterprise Integration for Mobile Apps only. Any additional use of the Mobile Platform requires an additional license. In addition, the following terms apply to specific Software:
- 7.4.2 SAP Mobile Inclusive Banking, SAP Mobile Consumer Payments, , SAP Omnichannel Banking, digital commercial option, SAP Omnichannel Banking, digital retail option. The referenced Mobile Apps include a runtime license for SAP Mobile Platform (“Mobile Platform”). The Mobile Platform is licensed for use with the licensed Mobile App only. Any additional use of the Mobile Platform requires an additional license. Runtime Mobile Platform can be used for customers’ extensions and enhancements to the licensed Mobile App provided customer’s extensions are in line with the intended purpose of the licensed App.
- 7.4.3 SAP Mobile Platform and SAP Mobile Platform, Single App Option. Each referenced SAP Mobile Platform license includes SAP NetWeaver Gateway. Each such SAP Mobile Platform User may Use SAP NetWeaver Gateway as follows: each SAP Mobile Platform User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform for the sole purpose of enabling (i) any SAP Mobile Applications supported on SAP Mobile Platform and licensed by Licensee under the Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and/or (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Agreement via SUP.
- 7.4.3.1 Each referenced SAP Mobile Platform includes a runtime license of SAP ASE database. SAP ASE is licensed for use only with referenced SAP Mobile Platforms. Any additional use of SAP ASE requires an additional license
- 7.4.3.2 SAP Mobile Platform, Single App Option license is not transferable from one Application to another Application.
- 7.5 SAP Mobile Platform, Consumer Edition. Each SAP Mobile Platform, Consumer Edition User license includes SAP NetWeaver Gateway. Each component comprising the SAP Mobile Platform, Consumer Edition is subject to the applicable terms stated in the Software Use Rights document. Each such SAP Mobile Platform, Consumer Edition User is licensed to Use SAP NetWeaver Gateway provided with the SAP Mobile Platform, Consumer Edition for the sole purpose of enabling (i) any SAP Mobile Applications supported on SAP Mobile Platform, Consumer Edition and licensed by Licensee under the Agreement on a per user basis, solely to interface with the Software and/or third party software licensed under the Agreement and (2) any Licensee owned/licensed mobile applications, solely to interface with the Software and/or third party software licensed under the Agreement via SAP Mobile Platform. Licensee may grant each licensed SAP Mobile Platform, Consumer Edition User the right to make an unlimited number of Application Connections, and there is no requirement for an SAP Mobile Platform, Consumer Edition User to also be licensed as an SAP Named User; and only an individual making Application Connections solely on his or her own behalf as an individual (i.e. not in conjunction with his or her employment or on behalf of any other individual(s) and/or entity(ies)) may be licensed as an SAP Mobile Platform, Consumer Edition User.
- 7.5.1 SAP Mobile Platform, Consumer Edition includes a runtime license of SAP ASE database. SAP ASE is licensed for use only with SAP Mobile Platform, Consumer Edition. Any additional use of SAP ASE requires a full use license for SAP ASE.
- 7.6 Runtime Database in Certain Sybase Licensing Scenarios. Notwithstanding anything to the contrary, SAP Mobile Platform or Afaria DM, 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.

## 8. SAP HANA

### 8.1 Definitions.

- 8.1.1 Data Sources. Any software product(s) and/or database instance(s) for which Licensee has secured an appropriate license.
- 8.1.2 ASP Service. 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.

## 8.2 Branding; Third Party Database; Java Virtual Machine.

The following special terms apply to all editions of SAP HANA licensed under the Agreement.

- 8.2.1 SAP HANA shall not be marketed or rebranded by Licensee or any third party under its own mark.
- 8.2.2 SAP HANA may only access any data created or used by Partner Products. Notwithstanding the foregoing, SAP HANA shall not access, directly or indirectly, in any manner whatsoever, any third party runtime database acquired from its Licensor or its Affiliates or any of its respective resellers or distributors.
- 8.2.3 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.
- 8.2.4 For SAP HANA licensed for ASP Services, Partner shall only:
  - i. 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 described in Exhibit A-1; or
  - ii. 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.
  - iii. Other than as expressly permitted in this Section 8.2.4 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).

## 8.3 Where SAP HANA Is Contractually Restricted to Standalone Use.

### 8.3.1 SAP HANA, OEM LEA EDITION

- a. SAP HANA, OEM LEA Edition is licensed as a runtime database ("HANA Runtime Database") for Use solely in conjunction with the Partner Products specified in the Agreement for use with HANA Runtime Database ("HANA Partner Products") for Standalone Use only. HANA Runtime Database may be used with an unlimited number of Data Sources, such use being subject to the Standalone Use restriction (as defined in the Agreement) and the applicable licensed level. Licensee may use Smart Data Access to query data from any data sources authorized to be used under the Restricted License as described in the Agreement, provided that End User's license for SAP HANA OEM LEA Edition has been appropriately sized for all such data that is queried and joined with other data sources via Smart Data Access.
- b. Use of HANA Runtime Database is limited to communications and data exchange between HANA Partner Products and HANA Runtime Database via officially supported HANA Runtime Database interfaces. All data loading, modeling, reporting and distribution, creation and extension of tables used in HANA Runtime Database must be performed via the HANA Partner Products. When used as a runtime database for the SAP BusinessObjects BI Suite, HANA Runtime Database may be used solely as a database for the Central Management Server (CMS) repository and for use by the SAP Lumira Server component for sharing and collaboration purposes. HANA Runtime Database includes a runtime license of the HANA Studio solely limited to administering, monitoring and creation of custom views within the HANA Runtime Database instance (except for custom views of data published to SAP Lumira Server).
- c. HANA Runtime Database currently includes a runtime license of SAP Data Integrator ("DI") and Use of such runtime products shall be limited solely to extracting data from appropriately licensed data sources into HANA Runtime Database only for use to support the HANA Partner Products. Unless otherwise agreed by Licensor, HANA Runtime Database cannot be deployed on the same installation as any other SAP HANA software that is not HANA Runtime Database. Notwithstanding anything to the contrary indicated in the Documentation, HANA Runtime Database does not include any rights to use, access or trigger the functionalities of SAP Landscape Transformation Replication Server ("SLT").

## 9. Repeatable Custom Solution ("RCS") Software.

- 9.1 The RCS requires, as a prerequisite to its Use and installation, a specific version (such as release, service level pack, and/or enhancement pack) of certain SAP Software (the "Base Software") which is identified by SAP, along with specific Use conditions under <https://service.sap.com/rcs/availability> RCS Strategy & Conditions Site and/or the Documentation. Licensee shall be responsible for licensing and installing the appropriate database software and for ensuring that the database license is sufficient to use the RCS.
- 9.2 RCS is not SAP standard software and in its current state a RCS may not meet all SAP standards including but not limited to language or country version, available version, supported operating systems, or database. The RCS is available only to a limited number of SAP licensees. Licensee must fully test the RCS before using it in live operation.
- 9.3 The standard language in which the RCS and its Documentation will be provided is English. Remarks in the code will not be translated. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages.
- 9.4 Only end-users for which the Licensee holds the Named-User licenses for the Base Software are permitted to use the RCS. Licensee must ensure that (i) it has all the necessary licenses for the RCS to be able to operate and that (ii) all the systems on which the RCS is to be installed have the necessary Base Software release and support packages available.
- 9.5 Special support strategy and conditions apply for RCS Software. SAP and Licensee agree that Support for RCS Software shall be provided as set forth in the applicable SAP Product Specific Support Schedule for RCS found at the RCS Strategy & Conditions site: <https://service.sap.com/rcs/availability>.
- 9.6 SAP has no obligation to transfer any functionality licensed under this agreement into SAP's standard software, nor shall SAP be obliged to make the RCS compatible with new releases or versions of the Base Software.

#### **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 - Pass Through Terms for Directories**

### **USA – USPS SUBLICENSE AGREEMENTS**

#### **1. Limits on Use of Data**

1.1 *USPS Certified Address Directory Option for DPV and Lacslink.* In the event Licensee activates the locking features of the Software and wishes to unlock such features, Licensee agrees to provide certain information relating to the list owner, locking record details and the origin of the locking record including but not limited to the type of list, owner of list if rented and other tracking information as requested by the Licensor or the USPS.

#### **2. Geographic Specific Restrictions**

a. USPS products may only be sold in the US and are not available outside of the US.

b. US NATIONAL DIRECTORY PRODUCTS MAY BE SOLD GLOBALLY.

c. SPECIALIZED PRODUCTS SUCH AS LACSLINK, SUITELINK, NCOALINK, DPV, USPS DELIVERY SEQUENCE FILE – DSF2 AND RDI MAY ONLY BE SOLD TO US PERSONS OR ENTITIES FOR USE WITHIN THE US.

THE NCOALINK INTERFACE CAN ONLY BE SOLD TO PERSONS WHO ARE AUTHORIZED BY THE USPS TO PURCHASE NCOALINK DATA. (NOTE: WE ONLY SELL THE NCOALINK INTERFACE AND CUSTOMERS MUST OBTAIN THE NCOALINK DATA DIRECTLY FROM THE USPS AND MUST BE CERTIFIED TO PURCHASE SUCH DATA BY THE USPS.)

#### **3 USPS SUITELINK:**

3.1 Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to use only within the United States of America;

3.2 Licensee's right to use the CASS Certified Interface and the SuiteLink Product shall be strictly limited to improving business delivery addresses in multi-occupation buildings for use on letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item that will be delivered by USPS.

3.3 Licensee have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface or the SuiteLink Product.

3.4 Licensee acknowledges that:

a. the CASS Certified Interface and the SuiteLink Product under license from USPS;

b. You are a sublicensee under SAP's license from USPS and obtain from Licensor no broader right than permitted under SAP's license agreement with USPS;

3.5 You shall be strictly limited to using the CASS Certified Interface and the SuiteLink Product only as a component of SAP's Data Quality or Data Services products.

#### **4 USPS NCOALINK**

4.1 Licensee has no rights as to the NCOALink Interface under this agreement beyond using it as a component of Licensor's Data Quality and Data Services products in conjunction with the NCOALink data product to update a list, system, group or other collection of *at least 100* unique names and addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").

4.2 Licensee has no right to develop or use any NCOALink product, service, interface, or any related item or technology to compile or maintain a list or collection of names and addresses or addresses only of new movers or to create other products or data bases or collections of information concerning new movers, histories of address changes, lists or histories of residents, or other informational or data sources based upon information received from or through the NCOALink data or technology for the purpose of renting, selling, transferring, disclosing, making available or otherwise providing such information to an entity unrelated to Licensee.

4.3 For the purposes of communicating with addressees on Licensee's Mailing Lists and for the purpose of record-keeping, however, Licensee is permitted to retain updated addresses so long as not used in violation of paragraph 4.2 above, for individuals and entities with whom Licensee has or had a business relationship, in connection with which Licensee will use the updated address; however, these updated addresses may only be used by Licensee and Licensee may use them only for carrying out your organizational purposes in connection with that individual or entity and may not transfer, disclose, license or distribute to, or be used by any other entity or individual whatsoever.

4.4 No proprietary Mailing List that contains both old and corresponding updated address records, or any service product or system of lists that can be used to link old and corresponding updated address records, if updated by use of NCOALink, shall be rented, sold, transferred, disclosed, made available, or otherwise provided, in whole or in part to your customers or any other individual or entity.

4.5 Licensee's right to use the NCOALink Interface is strictly limited to use only within the United States, its territories, and possessions.

4.6 As to the Interface, Licensee has the right only to update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.

4.7 Licensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.

4.8 Licensee acknowledges that:



- a. USPS owns the NCOALink data, technology, and system in its entirety including that used in the development of the Interface;
- b. USPS owns and retains rights in the trademark of NCOALink and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS®;
- c. SAP is providing the Interface as a component of its products to Licensee solely for use with the NCOALink Product under a nonexclusive, limited distribution license from USPS; and
- d. the rights Licensee obtains in this license are derived from SAP's agreement with USPS and you obtain from SAP no broader right than SAP obtains from USPS, except as to Licensee's specific right to use the NCOALink Interface to access the NCOALink data.

4.9 Licensee is strictly limited to using the Interface only as a component of SAP's Data Quality and Data Services products.

4.10 Licensee acknowledges and agrees that Licensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

## 5 DPV SUBLICENSER AGREEMENT:

This Sublicense Agreement ("Sublicense") between SAP and Licensee, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the DPV option with other SAP CASS certified software.

For purposes of this Sublicense, Delivery Point Validation ("DPV") means the new USPS proprietary technology product designed to help mailers validate the accuracy of address data, right down to the physical delivery point. The DPV process cannot assign a ZIP+4 Code nor will it respond to a non-ZIP+4 coded address.

1. Sublicensee understands that the USPS provides the DPV Product through special licensing in order to protect the USPS' proprietary intellectual property and its compliance with restrictions of Title 39 USC § 412.
2. Sublicensee acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. Sublicensee shall take all steps necessary to secure the DPV Product in a manner that fully complies with Section 412 constraints prohibiting the disclosure of address lists.
3. Sublicensee acknowledges that the DPV Product is confidential and the proprietary property of the USPS. Sublicensee further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.
4. Sublicensee shall not use the DPV Product technology to artificially compile a list of delivery points not already in Sublicensee's possession or to create other derivative products based upon information received from or through the DPV Product technology.
5. No proprietary Sublicensee address list(s) or service products or other system of records that contain(s) address attributes updated through DPV processing shall be rented, sold, distributed or otherwise provided in whole or in part to any third party for any purpose containing address attributes derived from DPV processing. Sublicensee may not use the DPV technology to artificially generate address records or to create mailing lists.
6. The DPV Product processing requires Sublicensee to have access to address information that appears on mail pieces. To ensure the confidentiality of this address information, no employee or former employee of Sublicensee may, at any time, disclose to any third party any address information obtained in the performance of this agreement. Sublicensee agrees to control and restrict access to address information to persons who need it to perform work under this agreement and prohibit the unauthorized reproduction of this information. Due to the sensitive nature of the confidential and proprietary information contained in the DPV Product, Sublicensee acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS' intellectual property. Therefore, Sublicensee (i) agrees to reimburse the USPS for any unauthorized use and/or disclosure at a rate of treble (3 times) the current annual fee charged to Sublicensee hereunder; and (ii) consents to such injunctive or other equitable relief as a court of competent jurisdiction may deem proper.
7. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF DPV, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSER UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR DPV.
8. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of DPV Product, including data derived from DPV, by Sublicensee, or any employee, agent, or representative of Sublicensee.
9. Sublicensee acknowledges that the USPS reserves the right to stop DPV processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's DPV processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to Sublicensee.
10. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.
11. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.
12. Sublicensee shall not export the DPV Product outside of the United States or its territories without prior written approval of the USPS.
13. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.

14. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.

15. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

## 6. USPS LACSLINK SOFTWARE SUBLICENSE

This Sublicense Agreement ("Sublicense") between SAP and Licensee, its subsidiaries and affiliates, current and future ("Sublicensee") sets forth additional terms required by the United States Postal Service ("USPS") regarding Sublicensee's use of the LACSLink option with other CASS certified software.

1. For purposes of this document, the following terms shall be defined as set forth below:

- "USPS" means the United States Postal Service.
- "Deliverables" means letters, flats, postcards, packages, leaflets, magazines, postcards, advertisements, books, and other printed material, and any other item delivered by USPS.
- "Interface" means one or more SAP interfaces developed for use with the LACSLink Product. "LACSLink Product" means the confidential and proprietary database concerning the conversion of existing addresses to their new or update or replacement address or the like, provide by USPS in a highly and uniquely secured environment.

2. Sublicensee's right to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the United States, its territories, and possessions, and only for updating addresses and mailing lists used to prepare Deliverables for deposit with USPS in conformance with USPS requirements

Sublicensee shall have no right to sublicense, sell or otherwise distribute, reproduce, perform, or prepare derivative works of the Interface. Sublicensee hereby acknowledges that:

- USPS owns the LACSLink Product and USPS marks;
- SAP provides the SAP product in part under license from USPS;
- Sublicensee is a Licensee under SAP's license from USPS and obtains from SAP no broader right than granted to SAP in such license from USPS;
- Sublicensee shall be strictly limited to using the Interface only as a component of the SAP product; and Sublicensee agrees that it does not have a right to sublicense, distribute, reproduce, perform, display, or sell the Interface or USPS's marks.

3. BOTH SAP AND THE USPS SHALL NOT BE LIABLE FOR ANY DESIGN, PERFORMANCE OR OTHER FAULT OR INADEQUACY OF LACSLink, OR FOR DAMAGES OF ANY KIND ARISING OUT OF OR IN ANY WAY RELATED TO OR CONNECTED WITH SUCH FAULT OR INADEQUACY. IN NO EVENT SHALL SAP'S OR THE USPS' LIABILITY TO SUBLICENSEE UNDER THIS AGREEMENT, IF ANY, EXCEED THE PRO RATA PORTION OF THE ANNUAL LICENSE FEE FOR LACSLink BASED ON THE EFFECTIVE DATE OF CANCELLATION WITHIN THIRTY (30) CALENDAR DAYS OF THE DATE OF CANCELLATION.

4. SAP agrees to hold harmless, defend and indemnify Sublicensee for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to Sublicensee under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by Sublicensee of the suit or action alleging such infringement and shall have been given such opportunity as is afforded by applicable laws, rules, or regulations to participate in the defense thereof. In addition, Sublicensee agrees to hold harmless, defend and indemnify SAP and the USPS and its officers, agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any injury or damage received or sustained by any person, persons or property growing out of, occurring, or attributable to Sublicensee's performance under or related to this agreement, resulting in whole or in part from any breach of this Agreement or from the negligence or intentional misconduct, including any unauthorized disclosure or misuse of LACSLink Product, including data derived from LACSLink Product, by Sublicensee, or any employee, agent, or representative of Sublicensee.

5. Sublicensee acknowledges that the USPS reserves the right to stop LACSLink Product processing in the USPS' sole discretion. SAP will not be liable or responsible for any decision the USPS makes in canceling Sublicensee's Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels Sublicensee's LACSLink Product processing, (i) Sublicensee shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping LACSLink Product directories to Sublicensee.

6. Sublicensee agrees that the USPS or its designated representatives, on an announced or unannounced basis, shall have the right to visit and examine Sublicensee's sites. USPS or its designated representatives shall have the right to examine, on or off Sublicensee's premises, Sublicensee's computer systems, processing files, documents, administrative records, and other materials to ensure Sublicensee's compliance with the provisions of this agreement.

7. Sublicensee further agrees that the USPS or its authorized representatives will, until three (3) years after final payment under this agreement, have access to and the right to examine any directly pertinent books, documents, papers, records or other materials of Sublicensee involving transactions related to this agreement.

8. Sublicensee shall not export the LACSLink Product outside of the United States or its territories without prior written approval of the USPS.

9. This Sublicense shall be governed by the federal laws of the United States of America, or, when no such law is applicable, then by the laws of the State of New York as interpreted by the United States Court of Appeals for the Second Circuit.

10. This Sublicense shall not be transferable, in whole or in part. The rights and obligations of Sublicensee shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of Sublicensee.

11. All obligations of Sublicensee referred to in this Sublicense inure to the benefit of USPS.

## 7. DSF2 Interface (USPS Delivery Sequence File - DSF2)

1. Sublicensee has no rights as to the DSF2 Interface under this agreement beyond using it in conjunction with the DSF2 data product to update a list, system, group or other collection of addresses (herein "Mailing Lists") used for addressing letters, flats, postcards, packages, leaflets, magazines, advertisements, books and other printed material, and any other deliverable item handled by the United States Postal Service (herein "Deliverables") for delivery by the United States Postal Service (herein "USPS").

2. Sublicensee's right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.

3. As to the Interface, Sublicensee has the right only to sequence and/or update Mailing Lists used to prepare Deliverables that will be deposited with the USPS.

4. Sublicensee has no right to sublicense, sell, assign, or otherwise transfer rights in, reproduce, perform, attempt to improve, reverse engineer, modify or otherwise change, or prepare derivative works of the Interface. Any attempt to sublicense, sell, assign, or otherwise transfer rights in, or otherwise distribute the Interface shall be void.
5. Sublicensee acknowledges
  - a. that USPS owns the DSF2 data, technology, and system in its entirety including that used in the development of the Interface;
  - b. that USPS owns and retains rights in the trademark of DSF2 and in the registered trademarks UNITED STATES POSTAL SERVICE®, POSTAL SERVICE®, US POSTAL SERVICE®, AND USPS® ;
  - c. that Licensee is providing the Interface to Sublicensee solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
  - d. that the rights Sublicensee obtains in this license are derived from Licensee's agreement with USPS and Sublicensee obtains from Licensee no broader right than Licensee obtains from USPS, except as to Sublicensee's specific right to use the DSF2 Interface to access the DSF2 data.
6. Sublicensee is strictly limited to using the Interface only with the DSF2 Product; and
7. Sublicensee acknowledges and agrees that Sublicensee has no right to sublicense, sell, distribute, reproduce, or display USPS trademarks or sell the Interface or other products under USPS's trademarks.

## **Exhibit 6 – SAP Business One Software**

### **PREAMBLE**

The minimum license requirements for a SAP Business One installation is one (1) SAP Business One Starterpackage User or one (1) SAP Business One Professional User.

1. 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).
2. SAP Business One software requires a database. Such database can be licensed direct via the database vendor or its authorised reseller.

#### **1. SAP Business One Integration for SAP NetWeaver**

- 1.1 SAP Business One integration for SAP NetWeaver is excluded and not part of the SAP Business One license.

#### **2. SAP Business One Starter Package User**

- 2.1 Minimum license requirement: One (1) SAP Business One Starter Package User.
- 2.2 Maximum number of licenses is limited to five (5) SAP Business One Starter Package Users.
- 2.3 If licensee requires more than the maximum number of five (5) SAP Business One Starter Package Users, all users need to be licensed as SAP Business One Professional or Limited Professional User.
- 2.4 The following product options can be added to the SAP Business One Starter Package:
  - SAP Business One Option for SAP HANA
- 2.5 The SAP Business One Starter Package User cannot be combined with any other SAP Business One Named User type or with other SAP Business One product option.

#### **3. SAP Crystal Versions for SAP Business One**

- 3.1 SAP provides preconfigured SAP Crystal Reports and SAP Crystal Dashboards as a part of SAP Business One.
- 3.2 Such SAP provided 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 one (1) user for SAP Crystal Reports, without additional license fee.
- 3.4 For additional dashboards, the appropriate SAP Crystal Dashboard Design software license is required to view, use and modify.
- 3.5 SAP Crystal product versions for SAP Business One (i) are restricted for Use with the SAP Business One application data; (ii) are further subject to the terms and conditions applicable to SAP Crystal as stated in the SUR; and (iii) cannot be in deployed in a standalone environment.
- 3.6 *SAP Crystal Reports, version for the SAP Business One application.* SAP Crystal Reports version for the SAP Business One application provides a single user license that grants access rights to use SAP Crystal Reports, version for SAP Business One. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.
- 3.7 *SAP Crystal Dashboard Design, version for the SAP Business One application.* SAP Crystal Dashboard Design, version for the SAP Business One application provides a single user license that grants access rights to use SAP Crystal Dashboard Design for SAP Business One. The SAP Crystal Dashboard Design, version for SAP Business One license does not include the rights granted under a SAP Crystal Dashboard Design license. One named user license of the SAP Crystal Dashboard Viewing, version for the SAP Business One application is included with the SAP Crystal Dashboard Design, version for SAP Business One license. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.
- 3.8 *SAP Crystal Dashboard Viewing, version for the SAP Business One application.* SAP Crystal Dashboard Viewing, version for the SAP Business One application license provides a single user license that grants rights to view dashboards created using the SAP Crystal Dashboard Design, version for SAP Business One software. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

#### **4. SAP Business One Software Development Kit (SDK)**

4.2.1 The SAP Business One Software Development Kit (SDK) is a development toolkit that allows programmers to interface 3<sup>rd</sup> party applications with SAP Business One both, at the database level and/or at the user interface level. The development tools consist of tools and interfaces to access SAP Business One from 3<sup>rd</sup> party applications and vice versa. Each SAP Business One Software Development Kit license allows rights of use for a maximum of twenty (20) SDK programmers. Prerequisite: One Professional User required for each SDK programmer. The SDK may not be used, distributed or sublicensed by Partner to any End Users or third parties. The SDK is provided to Partner solely for internal use for purposes of developing Add-Ons to SAP Business One Software, which Add-Ons shall be used only in conjunction with Partner Products.

4.2.2 Partner shall not alter the Software in any manner whatsoever that could damage the integrity of data files or audit trails or modify the data in such a manner as to deviate from the established guidelines set by GAAP and FASB or similar governing bodies. Partner shall ensure that Add-Ons (a) are and remain in compliance with all legal and customary requirements in each of the countries in which Partner markets the Add-Ons, and (b) are compatible and interoperable with the localized version of the Software for each of the countries in which Partner markets the Add-Ons and (c) are available in country specific versions and languages required by the countries in which Partner markets the Add-On.

#### **5. SAP Lumira for SAP Business One application**

SAP Lumira, version for SAP Business One provides a single user license that grants access rights to use this product solely in conjunction with an SAP Business One license. Prerequisite: One Professional User or one Limited User or one Indirect access User required for each option licensed.

#### **6. Integration Framework of SAP Business One - OEM**

The Integration Framework of SAP Business One is the integration platform for SAP Business One. The predefined standard integration scenarios delivered by SAP and the required instances (systems) can be used without additional license fee. The right to run integration scenarios developed by partners or customers with instances (systems) in the system landscape directory of the Integration Framework of SAP Business One can be acquired for an additional fee per instance (system). Existing SAP Business One customers, contract date before July 15th 2013, can continue to use the Integration Framework without additional cost.

#### **7. Integration Framework for SME's - OEM**

The SAP Solution Offering can only be used as a standalone solution without SAP Business One. The solution can be used to integrate non-SAP Business One solutions with each other. The solution is licensed by the number of active instances (systems) defined in the System Landscape Directory.

8. **SAP Business One Option for SAP HANA** is an option authorized to perform analytics content provided by the licensed SAP Business One Analytics software used solely in conjunction with SAP Business One. Prerequisite: One SAP Business One Engine for SAP HANA per contract. When this option is selected, all Professional, Limited and Starter Package users must also be licensed.

#### **9. SAP Business One Metrics.**

## SAP Business One Named Users

**SAP Business One Professional User** is a Named User who performs operational related roles supported by the SAP Business One Software. The SAP Business One Professional User license is needed to administer a SAP Business One installation and work with production and Material Resource Planning (MRP). The SAP Business One Professional User does include the rights granted under a SAP Business One Limited CRM User, SAP Business One Limited Financial User, SAP Business One Limited Logistic User and SAP Business One Indirect Access User license. The SAP Business One Professional User does not include the rights granted under a SAP Business One Web CRM User license.

**SAP Business One Limited User** 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 one of these roles: CRM, Financial or Logistic.. The SAP Business One Limited User license does include the rights granted under an SAP Business One Indirect Access User license.

**SAP Business One Limited to SAP Business One Professional User** is a Named User authorized to perform SAP Business One Professional User related roles supported by the licensed Software provided such Named User is also an individual licensed from SAP as an SAP Business One Limited User 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 Limited User for so long as Licensee continues to receive support under the license agreement. This allow the upgrade from: SAP B1 Limited CRM User to SAP B1 Professional User; SAP B1 Limited Financial User to SAP B1 Professional User; SAP B1 Limited Logistic User to SAP B1 Professional User; SAP B1 Limited to SAP B1 Professional User; SAP B1 CRM Sales User to SAP B1 Professional User; SAP B1 CRM Service User to SAP B1 Professional User.

**SAP Business One Indirect Access User** is a Named User authorized to access Software Solution Provider (SSP) solutions only. An SAP Business One Indirect Access User does not have authorization right to any functions (forms) in SAP Business One itself. Each user can access unlimited number of SSP solutions. Connections can be created through the DI-API and the Service Layer. Separate license is required for connections through the Integration Framework of SAP Business One.

**SAP Business One Starter Package User** is a Named User who performs operational related roles supported by the SAP Business One Starter Package Software. The SAP Business One Starter Package User license does include the rights granted under an SAP Business One Indirect Access User license. The SAP Business One Starter Package User license does not include the rights granted under a SAP Business One Professional User.

**SAP Business One Starter Package to SAP Business One Professional User** is a Named User authorized to perform SAP Business One Professional User 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 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 for so long as Licensee continues to receive support under the license agreement.

**SAP Business One Starter Package to SAP Business One Limited User** is a Named User authorized to perform SAP Business One Limited User 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 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 for so long as Licensee continues to receive support under the license agreement.

## Remaining SAP Business One Metrics

**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.

**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

**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., Sybase SQL Anywhere Database for Use with SAP POS for Retail devices are defined as those devices accessing data from SQL Anywhere Database or e. g. SAP Mobile Order Management devices are all devices installed as on-board units in a vehicle).

**Flat fee** are fixed package license fees for the software.

**Gigabytes of memories** are the total amount of memory (measured in gigabytes) that may be used by the SAP HANA Software.

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

(Instances in the context of the Integration Framework of SAP Business One and the Integration Framework for SME's are sending or receiving systems defined in the system landscape directory used in active integration scenarios. One unique instance is counted only one time.)

**MSRP** (Manufacturer Suggested Reselling Price) is the list price minus volume discount.

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

Below are Product Specific Terms and NOT metrics

## SAP Business One DI Server

The DI-Server enables Business Partners to develop SOAP-based solutions to read, write, update, and remove data objects on the database level. It provides a suitable infrastructure for server-oriented partner solutions. The DI-Server is a license per Core on a CPU, not as a Named User. The core count is defined by the number of cores available in the Operating System used by the DI-Server or the Service layer. Note, the underlying core can be a physical, logical or virtual. Connections can be created through the DI-Server and the Service Layer. Separate license is required for connections through the DI-API and Integration Framework of SAP Business One.

## **SAP Business One Engine**

SAP is licensing the SAP Business One, version for SAP HANA Engine as a runtime restricted license database for SAP Business One and certified SAP Business One Add-ons, including certified 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 the aforementioned 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 the aforementioned SAP Business One Add-ons.

The SAP Business One, version for SAP HANA Engine includes a runtime license of HANA Studio 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 installation 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). All individuals Using the SAP Business One, version for SAP HANA Engine, also through other reporting tools, require an SAP Business One Named User license or a licensed SAP Business One connector.

The SAP Business One, version for SAP HANA engine includes a runtime license for all the SAP HANA components included in the packages SAP Business One analytics powered by SAP HANA , SAP Business One, version for SAP HANA and SAP HANA Platform Edition Revision Packages for SAP Business One

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

### **10. Localizations.**

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..

### **11. Integration Framework of SAP Business One**

The Integration Framework of SAP Business One is the integration platform for SAP Business One. The predefined standard integration scenarios delivered by SAP and the required instances (systems) can be used without additional license fee.

The Integration Framework of SAP Business One supports different scenarios:

- Integration from SAP Business One to SAP and Non-SAP systems
- Integration from SAP Business One to the Business Network as a Service for SME OnDemand
- Integration scenarios delivered with the Intercompany Integration Solution for SAP Business One

The right to run integration scenarios developed by partners or customers with instances (systems) in the system landscape directory of the Integration Framework of SAP Business One can be acquired for an additional fee per instance (system)

### **12. Fail-over Server**

For any operating system environment in which Licensee runs installations of SAP Business One software, Licensee may run up to the same number of passive fail-over installations 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.

### **13. Test Installations**

A customer is entitled to run one SAP Business One software installation for internal testing purposes. For such test installation, the customer may use same users which customer has licensed for productive use of SAP Business One software.