

SAP HANA Cloud Platform Innovation Pack Schedule to the Platform Application Development Cooperation Agreement

This Schedule governs the Partner's use of the SAP HANA Cloud Platform for development and testing of Cloud Applications. All capitalized terms not defined in this Schedule shall have the meaning ascribed in the Agreement, including the Definitions Schedule, other applicable Schedules, or set forth herein. In the event of conflicting terms, this Schedule supersedes any other terms in this Agreement with regards to the use of the SAP HANA Cloud Platform.

1. Definitions

1.1 **"Cloud Application"** shall mean the software developed by Partner under this Agreement that is fully compatible with the SAP HANA Cloud Platform and prepared for usage on SAP HANA Cloud Platform by End User. Cloud Applications are to be considered Platform Applications. Each Cloud Application consists of an SAP HANA Cloud Platform component and optionally also of a backend component connecting to End User's business application. The Parties agree that throughout the term of the Agreement to deploy Cloud Applications exclusively on the SAP HANA Cloud Platform. Notwithstanding the foregoing, those Cloud Applications developed with using SAP HANA dedicated instance (32GB), SAP HANA dedicated instance (64GB), or SAP Web IDE Tools, or SAP HANA Cloud Platform mobile services may also be sold to End-User owning required SAP HANA or otherwise required Software licenses. Such Cloud Applications therefore may be deployed into on premise SAP HANA or otherwise applicable Software installations managed by End-User or third parties assigned by End-User.

1.2 **"SAP Cloud Service"** means for the purpose of this SAP HANA Cloud Platform Innovation Pack Schedule SAP HANA Cloud Platform

1.3 **"SAP HANA Cloud Platform"** means the software and services provided by SAP to Partner for developing, testing and demoing Cloud Applications. The SAP HANA Cloud Platform is a cloud-based platform providing services like runtime and persistence as described in the then current SAP HANA Cloud Platform documentation. It currently consists of the following three elements: (a) SAP HANA Cloud Runtime for Java, (b) SAP HANA Cloud Platform Tools for Java, (c) SAP HANA Cloud connectivity, persistency and identity services (d) SAP HANA Database as a Service and tools for HANA development. SAP reserves the right to change, complement or delete such SAP HANA Cloud Platform documentation.

1.4 **"SAP Web IDE Tools"** means the applications, editors, SDKs, application programming interfaces ("APIs"), templates, sample code, data integration connectors, and other similar developer software, documentation, quick start guides, and reference materials including classes and methods, that may be utilized by Partner to create HTML5-based SAP Web IDE Content. Such SAP Web IDE Tools are made available to Partner by SAP on or through the SAP Web IDE area of the SAP HANA Cloud Platform.

1.5 **"SAP Web IDE Content"** means HTML5-based code, models, applications, configurations, data, or other electronic materials created by Partner using the SAP Web IDE Tools licensed hereunder. For purposes of this Agreement, SAP Web IDE Content shall be deemed a Cloud Application.

1.6 **"Usage Metric"** means the usage parameters for determining the permitted access and use and calculating the applicable fees due for a SAP Cloud Service as set forth in an Order Form and/or Purchase Order.

2. Use of the SAP HANA Cloud Platform

Partner shall use the SAP HANA Cloud Platform only to develop, test and demo Cloud Applications as well as to use the HCP SDK and SAP HANA Cloud Platform Tools for Java for the purposes as set forth below. Partner is not allowed to run Cloud Applications on the provided SAP HANA Cloud Platform for productive use or to provide third parties access to the SAP HANA Cloud Platform for such usage.

SAP will endeavor to provide Partner with the SAP HANA Cloud Platform and access to users latest fifteen (15) days after signature of the Agreement.

3. Access to HCP SDK and SAP HANA Cloud Platform Tools for Java via hyperlink

In addition to the SAP HANA Cloud Platform, SAP makes available a software development kit (“**HCP SDK**”) and SAP HANA Cloud Platform Tools for Java to be used by Partner to create Cloud Applications. The HCP SDK and SAP HANA Cloud Platform Tools for Java are specified and can be obtained by Partner at <https://tools.hana.ondemand.com/>.

When accessing HCP SDK and SAP HANA Cloud Platform Tools for Java via hyperlinks named above, separate terms of use governing use of the HCP SDK and SAP HANA Cloud Platform Tools for Java must be accepted by Partner when downloading the HCP SDK and SAP HANA Cloud Platform Tools for Java. However, the terms of this Agreement are exclusively applicable and supersede such accepted separate terms of use. As part of the HCP SDK a small footprint server can be downloaded to the Partner’s client so Partner can build and functionally test Cloud Applications before deploying them to the SAP HANA Cloud Platform.

4. Additional Terms for the use of HCP SDK and SAP HANA Cloud Platform Tools for Java

- (a) SAP grants Partner a non-exclusive, non-transferable, non-sublicensable, revocable, limited use license to copy, reproduce and distribute the APIs, SAP HANA Cloud Platform Tools for Java, Documentation, plug-ins, templates, scripts and sample code (“**Tools**”) on a desktop, laptop, tablet, smart phone, or other appropriate computer device that Partner owns or controls (any, a “**Computer**”) to create Cloud Applications. Partner agrees that the Cloud Applications will not: (a) unreasonably impair, degrade or reduce the performance or security of any SAP software applications, services or related technology; (b) enable the bypassing or circumventing of SAP’s license restrictions and/or provide users with access to the Tools to which such users are not licensed; (c) render or provide, without prior written consent from SAP, any information concerning SAP software license terms, Tools, or any other information related to SAP products. Subject to this Agreement, in exchange for the right to develop Cloud Applications under this Agreement, Partner covenants not to assert any Intellectual Property Rights in Cloud Applications created by Partner against any SAP product, service, or future SAP development.
- (b) SAP or its licensors retain all ownership and intellectual property rights in the Tools. Partner may not: a) remove or modify any marks or proprietary notices of SAP, b) provide or make the Tools available to any third party, c) assign this Agreement or give or transfer the Tools or an interest in them to another individual or entity, d) decompile, disassemble or reverse engineer (except to the extent permitted by applicable law) the Tools, (e) create derivative works of or based on the Tools, (f) use any SAP name, trademark or logo, or (g) use the Tools to modify existing SAP software or other SAP product functionality or to access the software or other SAP products’ source code or metadata.
- (c) Subject to SAP’s underlying rights in any part of the Tools, Partner retains all ownership and intellectual property rights to the Add-on component of the Cloud Applications and any improvements, design contributions or derivative works conceived or created by either Party in or to the Add-on component of the Cloud Applications. The ownership of Add-ons shall vest in Partner.

Partner acknowledges that ownership of and title in and to all IPR in the SAP Proprietary Information are and shall remain in SAP and its licensors. Partner acquires only the right to Non-Productive Use of the SAP Proprietary Information and does not acquire any ownership rights or title in or to the SAP Proprietary Information and that of SAP’s licensors. Except for the licenses explicitly granted by SAP to Partner herein, SAP owns all rights and title, including all Intellectual Property Rights, in and to SAP software as made available by SAP to Partner. SAP acknowledges that ownership of and title in and to all IPR in the Partner Proprietary Information are and shall remain in Partner or their licensors. Except for the licenses explicitly granted by Partner to SAP herein, Partner and/or their licensors own all rights and title, including all Intellectual Property Rights in and to Partner Proprietary Information as made available by Partner to SAP. Subject to the above, all Modifications to the SAP HANA Cloud Platform and Documentation shall be considered part of the SAP HANA Cloud Platform and Documentation for purposes of this Section.

- (d) The ownership of Modifications and any Intellectual Property Rights embodied therein, shall vest with SAP. Partner irrevocably assigns to SAP all Partner’s rights, title and interest (“**Assigned Intellectual Property Rights**”) in and to the Modifications, including the right to register or file proprietary rights based on the

Modifications. Partner further agrees to provide to SAP promptly upon SAP's request all pertinent facts and documents relating to such Modifications and to perform promptly such lawful acts and to sign promptly such further applications, assignments, statements, and other lawful documents as SAP may reasonably request to effectuate fully this assignment.

SAP grants to Partner a worldwide, non-exclusive, fully paid up, royalty free, perpetual, irrevocable license under the Assigned Intellectual Property Rights in the Modifications to make, have made, use, reproduce, display, distribute, create derivative works of, lease, sell, offer for sale, import, export or otherwise transfer through standard tiers of distribution (a "Full License") to any Partner created code included in the Modifications, subject to SAP's ownership of the underlying and/or unmodified code.

Partner grants SAP a Full License to any Partner Background Materials in the Modifications, provided that such Partner Background Materials are used only in connection with the Modification and/or derivative works thereof.

Subject to the extent of Partner's rights therein, Partner further grants SAP a Full License to any third-party materials incorporated in the Modifications. To the extent Partner does not have sufficient rights to grant SAP a Full License to such third party materials, Partner covenants to use its best efforts to procure such rights for SAP in and to the third party materials incorporated in such Modifications.

Under this Exhibit and for the term of the Agreement, Partner grants to SAP the limited, free of charge, revocable, worldwide license during the term of this Agreement to provide prospects and existing SAP End Users free of charge access to Cloud Applications provided as Packaged Platform Applications for test, demonstration and evaluation purposes only. SAP shall not be entitled to provide prospects and End Users any productive use licenses to such Cloud Applications.

SAP shall be entitled to demonstrate Cloud Applications provided as Packaged Platform Applications to prospects and SAP End Users as part of SAP demonstration systems during the term of the Agreement.

Partner is required to offer assistance to SAP for identifying proper demo scenarios for the Packaged Platform Application(s).

5. Cloud Application License

By submitting, posting or displaying any Cloud Application on or through the SAP HANA Cloud Platform, Partner hereby grants SAP a worldwide, non-sublicensable, non-transferable, non-exclusive, terminable, limited license to publish, publicly perform, publicly display and distribute any Cloud Application for the sole purpose of enabling SAP to provide Partner with the SAP HANA Cloud Platform in accordance with the Agreement.

6. Public Software Usage

Partner may not use, and may not authorize any Named Users to use, any Public Software in connection with the SAP HANA Cloud Platform in any manner that requires, pursuant to the license applicable to such Public Software, that any SAP software applications or other materials be (a) disclosed or distributed in source code form, (b) made available free of charge to recipients, or (c) modifiable without restriction by recipients. "Public Software" means any software, documentation or other material that contains, or is derived (in whole or in part) from, any software, documentation or other material that is distributed as free software, open source software (e.g., Linux) or similar licensing or distribution models, including, but not limited to software, documentation or other material licensed or distributed under any of the following licenses or distribution models, or licenses or distribution models similar to any of the following: (a) the GNU General Public License (GPL), Lesser/Library GPL (LGPL), or Free Documentation License, (b) The Artistic License (e.g., PERL), (c) the Mozilla Public License, (d) the Netscape Public License, (e) the Sun Community Source License (SCSL), (f) the Sun Industry Standards License (SISL), (g) the BSD License and (h) the Apache License.

7. Maintenance Windows

a) SAP can use the maintenance windows for planned downtimes of SAP HANA Cloud Platform as stated for HANA Cloud Platform on SAP's public website, to be found at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-level-agreement.html>

b) In addition to the Platform maintenance windows of SAP HANA Cloud Platform specified above, SAP can use the following maintenance windows for planned downtimes of SAP HANA Cloud Portal as stated for SAP HANA Cloud Portal on SAP's public website, to be found at: <http://www.sap.com/corporate-en/about/our-company/policies/cloud/service-level-agreement.html>

c) In addition to the Platform maintenance windows of SAP HANA Cloud Platform specified above, SAP can use the following maintenance windows for planned downtimes of SAP HANA Cloud Platform mobile services

Maintenance Windows	
Regular Maintenance Windows	Bi-weekly, in odd calendar weeks (e.g., calendar week 1, 3, 5, etc.), Thursday morning 7 a.m. to 8 a.m. CET for data centers in Europe and 10 a.m. to 11 a.m. CET for data centers in America.
Major Upgrades	Up to 4 times per year from Friday 10 p.m. to Monday 3 a.m. Coordinated Universal Time.(*). SAP will inform Partner in due time in advance (either by email or by any other electronic means).

(*) Coordinated Universal Time	UTC -5 America UTC +2 Europe UTC +8 APA
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d) In addition to the Platform maintenance windows of SAP HANA Cloud Platform specified above, SAP can use the following maintenance windows for planned downtimes of SAP Mobile Documents:

Maintenance Windows	
Regular Maintenance Windows	Bi-weekly, in even calendar weeks (e.g., calendar week 2, 4, 6, etc.), Thursday morning 7AM to 8AM Central European Time (CET = UTC+1) / Central European Summer Time (CEST = UTC+2) for data centers in Europe and 8AM to 9AM UTC for data centers in America.

8. Compute Units

Compute units as provided by SAP under this agreement and set forth in the price list or any other pricing document made available to Partner include the following cores and memory.

	Lite Edition	Professional Edition	Premium Edition
CPU (cores)	1	2	4
Memory (MB)	2,048	4,096	8,192

9. SAP HANA Cloud Portal

For SAP HANA Cloud Portal maintenance windows, in addition to the Platform maintenance windows specified in section 7, SAP shall provide Partner notice at least 72 hours in advance of additional planned downtime of not greater than one (1) hour.

10. SAP Cloud Identity

The Usage Metric for measuring use of SAP Cloud Identity is logon requests. A logon request is a single authentication request managed via SAP Cloud Identity. SAP Cloud Identity counts only one logon per user per day.

11. SAP Web IDE

11.1 LICENSE: SAP makes the SAP Web IDE Tools available to Partner on the SAP HANA Cloud Platform solely for the purposes of designing, developing, testing, and demonstrating SAP Web IDE Content Partner develops under this Agreement. The SAP Web IDE Tools may not be downloaded or used by Partner except via remote access to the SAP HANA Cloud Platform.

11.2 GENERAL: Partner may not use the SAP Web IDE Tools for (1) the purposes of demonstrating the SAP Web IDE Tools, or, (2) any type of non-development purposes.

11.3 THIRD PARTY LICENSES: In the event the SAP Web IDE Content Partner creates under this Agreement can be utilized to access, use, edit, copy, or extract data or database content from a third party database or software product, Partner understands that Partner is responsible for entering into a separate license with SAP or other party which grants Partner the applicable rights to the database or other software from which Partner is extracting and using data hereunder.

11.4. OWNERSHIP: Subject to SAP's ownership of the SAP HANA Cloud Platform and the SAP Web IDE Tools, the ownership of any SAP Web IDE Content Partner develops under this Agreement shall vest in Partner. Ownership of and title in the SAP Web IDE Tools and to all intellectual property rights in any SAP proprietary information embodied in the SAP Web IDE Tools, and the SAP HANA Cloud Platform are and shall remain in SAP and its licensors. Partner acquires only the rights expressly set forth under Section 11.4 above. Nothing in this Agreement shall in any way convey to Partner any ownership rights or title in or to the SAP HANA Cloud Platform, or the SAP Web IDE Tools. The SAP Web IDE Tools, may not be modified or altered in any way except by SAP.

12. SAP HANA Cloud Platform mobile services

12.1 "Distributable Files" are those libraries within HANA Mobile Platform SDK that are identified in the SAP HANA Cloud Platform mobile services documentation <https://help.hana.ondemand.com>, as being useable during the execution of any Cloud Application developed using the SAP HCPMS Software.

12.2 "HANA Mobile Platform SDK", also known as "SAP Mobile Platform SDK", shall mean the Distributable Files and Tools provided under this Agreement to develop an HANA Cloud Platform mobile services Cloud Application. The use of HANA Mobile Platform SDK is restricted to development and testing with Cloud Applications.

12.3 "SAP HCPMS Software" shall mean the HANA Mobile Platform SDK, and other SAP and third party software products and components, which are made available to Partner under this Agreement and to which Partner is given access through SAP Service Marketplace.

12.4 "Tools" are the APIs, data integration connectors, and other software developer tools which aid in the development of user interfaces and mobile business objects which are made available to Partner as part of HANA Mobile Platform SDK and which are used to create HANA Cloud Platform mobile services compatible Cloud Applications.

12.5 The SAP HANA Cloud Platform mobile services include the SAP HCPMS Software that can be used by Partner to create Cloud Applications. Use of the SAP HCPMS Software is governed by this Agreement.

12.6 DISTRIBUTABLE FILES: SAP grants Partner a non-exclusive license to reproduce and distribute the Distributable Files in this version of the SAP HCPMS Software solely in conjunction with Cloud Applications that Partner develops using the SAP HCPMS Software under this Agreement.

12.7 DOWNLOADS: SAP understands that in order for Partner to develop, test, and copy, the Cloud Applications resulting from Partner use of the SAP HCPMS Software, Partner may have to download the SAP HCPMS Software to Partner's on-premise development environment. SAP shall assume no responsibility or liability of any kind which arises out of or results from Partner's download of the SAP HCPMS Software, or of any use of any Cloud Applications or other Content. Partners is responsible for maintaining the security of all SAP HCPMS Software it downloads, and shall use reasonable security measures to prevent unauthorized use or disclosure. Upon termination of the subscription to the SAP HCPMS Software under this Agreement, Partner shall delete or destroy all copies of the SAP HCPMS Software and, upon SAP's request, provide written certification of such deletion or destruction.

12.8 MODIFICATIONS AND EXTENSIONS: Partner may not make modifications or extensions to the SAP HCPMS Software without SAP's prior written consent. Partner expressly agree that any modifications and extensions of the SAP HCPMS Software shall become part of the SAP HCPMS Software and will be the property of SAP SE and that Partner will not grant, either expressly or by implication, any rights, title, interest or licenses to the modifications or extensions to any third party. In the event SAP provides prior written consent to Partner to make modifications or extensions to the SAP HCPMS Software, Partner shall provide complete source code for all modifications and extensions to SAP. Partner agree that any such modifications and

extensions will not modify any provided third party software hereunder unless expressly authorized in writing by such third party vendor and SAP.

12.9 Use of Google Cloud Messaging (“GCM”) and Apple Push Notifications (“APN”). The SAP HANA Cloud Platform mobile services is enabled to allow Partners to utilize GCM and APN to send messages from the SAP HANA Cloud Platform mobile services to Mobile Users using a mobile device. When using GCM or APN, (a) Partner is responsible for all registrations required to place its mobile apps on the Apple/Google store and use APN/GCM in association with their mobile apps, (b) APN/GCM is subject to the iOS Developer Program License Agreement (including the Agreement) and the Android Cloud to Device Messaging Terms of Service, respectively, and in particular, the advertising/marketing restrictions of the iOS Developer Program License Agreement, and Partner agrees to comply with such terms and (c) APN/GCM are excluded from all representations, warranties, indemnifications and support obligations under this Agreement.

12.10. Interfaces. The SAP HANA Cloud Platform mobile services include APIs to access the SAP HANA Cloud Platform mobile services from third party management and reporting services in accordance with the Agreement and to the extent supported by SAP. The use of APIs is at Partner’s option, and is subject to the terms of section 14 (API Use Terms).

13. SAP Mobile Documents

13.1 Use. Named Users must be employees or subcontractors of Partner. Named Users may share documents or other data with non-Named Users by sending text links to the applicable documents.

13.2 Storage. Storage capacity is the maximum combined volume of all documents stored or shared in the SAP Mobile Documents by Partner’s Named Users at any point in time during the subscription period.

13.3 Mobile Access. Portions of the SAP Mobile Documents may be accessed by Named Users through a mobile application/client obtained by Named Users via third-party websites. Partner acknowledges that the use of such mobile applications/clients is governed by the terms and conditions presented to the Named User upon download/access to the mobile application/client and not by the terms of the Agreement. Partner acknowledges that the third party that operates the website through which the mobile application/client is distributed may stop distributing the mobile application/client at any time, and SAP is not responsible for the unavailability of the mobile application/client due to the actions of the third party distributor.

13.4 APIs. The SAP HANA Cloud Platform Mobile Documents supports some libraries of the Content Management Interoperability Services (CMIS) standard implementation. SAP does not guarantee that the SAP Mobile Documents supports the CMIS standards in their entirety. Partner may use CMIS compliant APIs (not included with the SAP Mobile Documents) to access the SAP Mobile Documents in accordance with the Agreement (including this Schedule) and to the extent supported by SAP. The use of APIs is at Partner’s option, and is subject to section 14 (API Use Terms) of this Schedule.

13.5 Connections.

(a) Partner may connect on-premise data sources to the SAP Mobile Documents using the SAP HANA Cloud Connector or SAP Mobile Documents KM Connector as well as the SAP Single Sign-On Kerberos component (the “Connectors”). Partner must have the appropriate licenses to any on-premise content management system to which it connects the SAP Mobile Documents. SAP shall make available the Connectors for download to Partner’s on-premise systems. The use of the Connectors is limited to use with the SAP Mobile Documents. Partner may not use the Connectors for any other purpose. The Connectors are part of the SAP Mobile Documents and Partner’s use is limited to use by Named Users and only for the term of the applicable subscription to SAP Mobile Documents. The Connectors may not be modified or altered in any way except by SAP. Any such modifications will negate SAP’s obligation to provide support and void SAP’s warranty obligations under the Agreement. Partner is solely responsible for the security of the Connectors and is responsible for maintaining adequate security measures, including firewalls, to prevent unauthorized access to the Connectors. Upon termination or expiration of the applicable subscription to SAP Mobile Documents, Partner’s right to use the Connectors shall cease. Partner shall utilize the most current version of the Connectors made available by SAP, and Partner acknowledges that failure to use the most current version may result in diminished performance of the SAP Mobile Documents. Availability warranties do not apply to any downloadable component.

- (b) The use of the SAP HANA Cloud Connector component as part of the SAP Mobile Documents is limited to the following use cases: (1) Connect the SAP Mobile Documents to an on-premise identity management system or single sign-on system to authenticate Named Users against an on-premise identity provider; and (2) Configure on-premise repositories (from the supported Content Management Systems), to expose content residing in these Content Management Systems to Named Users.
- (c) The use of the SAP Mobile Documents KM Connector component is limited to allowing a connection to an existing SAP Portal Knowledge Management instance to the SAP Mobile Documents. If Partner wishes to connect to other non-CMIS enabled content management systems, Partner must implement the APIs (as described in section 13.4 (APIs) of this Schedule) and comply with the 'API Use Terms' as described in section 14 of this Schedule.
- (d) The use of the SAP Single Sign-On Kerberos component (SSOEXT) is limited to allowing Kerberos authentication to the supported Content Management Systems.

14. API Use Terms. In order to connect external solutions with the SAP HANA Cloud Platform mobile services and/or SAP Mobile Documents, Partner may use supported third party technologies to connect the SAP HANA Cloud Platform mobile services and/or SAP Mobile Documents to external solutions via APIs provided with the SAP HANA Cloud Platform mobile services and/or SAP Mobile Documents. Any such connections are subject to the following conditions:

- i. The APIs must not be used to: (i) unreasonably impair, degrade or reduce the performance or security of the SAP HANA Cloud Platform mobile services and/or SAP Mobile Documents; (ii) enable the bypassing or circumventing of SAP license restrictions and/or provide users with access to SAP HANA Cloud Platform mobile services and/or SAP Mobile Documents to which such users are not directly licensed; (iii) render or provide, without written consent from SAP, any information concerning SAP software license terms, SAP software, or any other information related to SAP products,
- ii. APIs are subject to ongoing changes. It is Partner's responsibility to adapt the Partner Solution to such changes to APIs.
- iii. SAP is not responsible for any defect or malfunction in the SAP HANA Cloud Platform mobile services and/or SAP Mobile Documents caused by use of the APIs except as permitted in this Agreement.

15. SAP HANA Cloud Platform remote data sync. The Usage Metric for the SAP HANA Cloud Platform remote data sync service is a flat fee per month for each subscription. Partner must separately subscribe to the SQL Anywhere Remote Database Client for use on the client side.

16. SAP HANA Cloud Platform Internet of Things Service. Fees for the SAP HANA Cloud Platform Internet of Things Service are based on the Usage Metric of devices per month connected to the SAP Cloud Service. A device means a uniquely identifiable object and its virtual representation in the SAP Cloud Service for which a device ID is allocated. Use of the SAP HANA Cloud Platform Internet of Things Service requires database storage.

17. SAP HANA DBServices. SAP HANA DBServices includes either (i) use of the SAP HANA database or (ii) use of the SAP Adaptive Server Enterprise ("ASE") database.

- (a) SAP HANA database. In addition to the terms set forth in the SAP Software Use Rights terms applicable to the appropriate SAP HANA version, subscribed to as an additional SAP Cloud Service to the Innovation Pack for SAP HANA Cloud Platform under the Agreement, the following terms apply to use of SAP HANA under this Agreement:
 - 1. SAP HANA may only be used as a runtime database for development purposes with SAP HANA DBServices and Cloud Applications. Partner may not use SAP HANA as a persistence data layer for any other solution.
 - 2. SAP HANA currently includes a runtime license of SAP HANA Studio and SAP HANA Client (together with related materials provided by SAP, the "SAP Materials"). Such runtime components shall be limited solely to development purposes and Use with SAP HANA Cloud Platform services subscribed to under the Agreement. Partner must download SAP HANA Studio and SAP HANA Client to its own hardware in order to use SAP HANA.

3. Use of the SAP HANA DBServices instance must conform to sizing information in the Documentation.
 4. Partner may not link or combine multiple instances of the SAP HANA licensed under separate Agreements.
 5. Other than communication (including data transfers) via application level APIs between software applications running on SAP HANA under this Agreement, and software applications running on any runtime database acquired from SAP or its Affiliates or any of its respective resellers or distributors, SAP HANA shall not access, directly or indirectly, in any manner whatsoever, any such runtime database(s).
- (b) SAP ASE database. In addition to the terms set forth in the SAP Software Use Rights terms applicable to the appropriate SAP ASE version, subscribed to as an additional SAP Cloud Service to the Innovation Pack for SAP HANA Cloud Platform under the Agreement, the following terms apply to use of SAP ASE under this Agreement:
1. SAP ASE may only be used as a runtime database for development purposes with SAP HANA DBServices and Cloud Applications. Partner may not use SAP ASE as a persistence data layer for any other solution.
 2. Partner may not link or combine multiple instances of the SAP ASE licensed under separate Agreements.
 3. SAP ASE shall not access, directly or indirectly, in any manner whatsoever, any runtime database acquired from SAP or its Affiliates or any of its respective resellers or distributors.