SAP Applications and Technology Platform on-premise Solutions

SAP List of Prices and Conditions

SAP Software and Support

2026/3 version July 2026

Not a valid pricelist.

Convenience

Translation of the German language

SAP List of Prices and Condition Software and Support.

The German original is authoritative.

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PART 1 PRICES

Part 1 of this document contains provisions on prices and part 2 and 3 contain the conditions for the license and support of standard software.

This present document incorporates in its Part 1 “Prices” by reference the following documents, as detailed below.

The SAP List of Prices and Conditions Software and Support (for direct sales) for SAP Applications and Technology Platform on-premise Solutions consists of the following documents

This present document incorporating:

SAP Price list (Part for SAP Applications and Technology Platform on-premise Solutions) (SAP Confidential).

This present document together with the document named above form the SAP List of Prices and Conditions SAP Software and Support for SAP Applications and Technology Platform on premise Solutions (Direct Sales).

The SAP List of Prices and Conditions Software and Support (for direct sales) for SAP Business One consists of the following documents:

This present document incorporating:

SAP Price List (Part for SAP Business One) (SAP Confidential).

This present document together with the document named above form the SAP List of Prices and Conditions SAP Software and Support for SAP Business One.

1. PRICE CALCULATION

1.1 **The contract price is defined as the total list price minus standard volume discounts. It is calculated as follows:**

Determine the SAP Application Value (SAV) by adding list prices of SAV-relevant price list items

The SAP Application Value is determined separately for discountable and non-discountable price list items. It excludes all price list items that do not contribute to the SAP Application Value (non-SAV items).

If a database is licensed, calculate the database price by applying the appropriate percentage to the SAP Application Value

The database price is determined separately for discountable and non-discountable price list items.

For SAP Business One the following will apply instead: The respective Database Price will be calculated based on the sum per User/per Core and is not discountable.

Determine list price for items that do not contribute to the SAP Application Value (sub-total non-SAV items)

The list price subtotal for items that do not contribute to the SAP Application Value is determined separately for discountable and non-discountable price list items.

Determine total list price

Add discountable and non-discountable part of the SAP Application Value, discountable and non-discountable portion of the database price, as well as discountable and non-discountable subtotal of price list items that do not contribute to the SAP Application Value.

Determine standard volume discount percentage based on total list price

Determine relevant discount percentage from volume schedule

Determine contract price

Apply standard volume discount to discountable part of total list price and add the result to the non-discountable part of total list price.

For SAP Business, the following will apply:

The Volume discount (which will be calculated according to the SAP Price List for SAP Business One) cannot be applied in conjunction with any other discount offered by SAP. If the customer is receiving a corporate discount, the volume discount is replaced by the corporate discount.

The corporate discount is defined as the discount customers may receive according to the conditions of their existing contract.

1.2 Further Special Conditions for SAP Business One

1.2.1 Minimum license requirement

The contract price (in the following of this chapter also named “total contract value”) of an initial purchase needs to exceed CHF 92‘680, with the contract price defined as list price minus volume or corporate discounts, calculated according to the SAP price list for SAP Business One, current from time.

The total contract value of subsequent purchases needs to exceed CHF 13‘902.

1.2.2 Support for SAP Business One

Customers using SAP Business One are only eligible to order the special SAP Standard Support for SAP Business One, according the conditions of the SAP Price list Business One.

1.3 Software Rental

The monthly fee for rental is expressed as a percentage of the corresponding remuneration for the corresponding license purchase contract. It depends on the minimum period of validity.

Rental fees paid cannot be set off against the price in a subsequent software purchase.

Rental Period	**Monthly Rental Fee Enterprise Support**	**Monthly Rental Fee Standard Support**	**Monthly Rental Fee Product Support for Large Enterprises**
12 months (initially committed rental period)	6.5 %	6.0%	5,9%
36 months (initially committed rental period)	5%	4.5%	4,4%

IMPORTANT NOTE: Availability of rental contracts is restricted in the following countries.

Chile, China, Croatia, Hong Kong, Hungary, Ireland, Singapore, Switzerland, Taiwan

For a detailed description of the scope of SAP Standard Support, SAP Enterprise Support, and SAP Product Support for Large Enterprises and their prerequisites, see Part 3.

PART 2 SOFTWARE USE RIGHTS

This part of the document contains the conditions for the licensing of the software,that are incorporated into the contractual agreements.

PREAMBLE

The terms on SAP Software use Rights set forth in this use document **(“use Terms”)** apply to any Named Users and Packages licensed pursuant to the Software Agreement referencing use this present document use. . Each capitalized term referenced in these use Terms shall have the meaning given it in the Software Agreement or in the document GENERAL TERMS AND CONDITIONS SAP (SWITZERLAND) INC. FOR SOFTWARE LICENSE AND SUPPORT (“GTC”). Terms or restrictions applicable to a component also apply when that component is included/embedded with another Package.

LICENSING PRINCIPLES AND RULES OF USE

1. DEFINITIONS

1.1 each SAP Software (in the context of this document called **“Software”** or **“SAP Software”**) and/or Third Party Software (both as defined in the GTC) product licensed pursuant to the Software Agreement referencing use this present document may be referred to as a **“Software Package”** (when referencing only Software) or **“Third Party Software Package”** (when referencing only Third Party Software) or **“Package”** (when referencing both Software and Third Party Software);

1.2 **“Licensed level”** means:

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-

when referenced in the context of a Package, the quantity of Metric for which each individual Package is licensed; and

1.3 **“Metric”** means:

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

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

1.4 **“Named User”** means any individual authorized by Customer to Use a Package, including without limitation employees of its Affiliates or its Business Partners.

1.5 **“Named User License”** means the Metric and Licensed Level applicable to each Named User.

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

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

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

2. STANDARD LICENSE PRINCIPLES AND RULES OF USE

2.1. Named User License & Package License Required

Except as otherwise specifically provided in 3.2, 5.3 and 7 the use of any Package requires both a Named User License and a Package LicenseCustomer. Customer 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 LicenseNamed User Licenses cannot be assigned to more than 1 individual.

2.2 Named User Exception

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

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

b) runs automatically on a scheduled basis,

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

2.3 Named User Exception

Individuals licensed as SAP Business One users who Use the SAP Business One Software which interfaces to a separate Customer SAP ERP installation are not required to be licensed as SAP Named Users under Customer´s Software Contract with SAP or an authorized SAP affiliate for such SAP ERP System.

2.4 Additional Named User Rules for SBOP and Legacy SBOP Software Not Licensed For Standalone Use

2.4.1 **“SBOP”** and **“Legacy SBOP”** shall mean any Software identified as SBOP or Legacy SBOP, respectively in these Use Terms. Unless otherwise specifically set forth herein, all references to “SBOP” shall be deemed to include any licensed Software identified under any Software Agreement as “Legacy SBOP”; however, references to “Legacy SBOP” shall only mean any licensed Software specifically identified as “Legacy SBOP” on Exhibit

Any licensed Legacy SBOP may only be used by individuals licensed as a Developer User, Business Expert User, Business Analytics Professional User, BI Limited User, or Business

Information 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).

2.5 Runtime Software

2.5.1 Licensed Package(s) may utilize limited functionality of other Packages, for which Customer does not hold a license ("Runtime Software"). Until Customer has expressly licensed the Runtime Software, Customer´s use of such Runtime Software is limited to access by and through the licensed Package(s), and any permitted Modifications thereto for the sole purpose of enabling performance of the licensed Package(s) and integrating data from licensed SAP Software as specified in the Documentation. In the event Customers Uses a Package to build or operate a custom developed or third party application, additional licenses may be required.

2.6 Country or Language Versions and Availability Restrictions

2.6.1 There are no applicable country/language specific versions licensed by Customer from SAP unless otherwise specifically stated in a Software Agreement. 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 https://support.sap.com/pam or otherwise included in the Documentation.

2.7 Internet Connectivity

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

2.8 Third Party Web Services

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

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

b) any and all application programming interfaces, web service definition files, and other materials made available by or on behalf of such third party web service providers to facilitate the access to and use of such web services.

Examples of Third Party Web Services include: Facebook, Evernote, Twitter, Google Maps and other such services

2.8.2 The following terms apply to all Third Party Web Services

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

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

c) The Third Party Web Service's API and the Third Party Web Service are excluded from SAP support obligations.

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

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

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

2.9 Operating Power Stations and Means of Mass Transportation

Software may not be used for process control in power stations or for control or monitoring of means of mass transportation.

2.10 Add-Ons and Modifications

"Add-on" means any development that adds new and independent functionality, but is not a Modification (defined below), and that uses APIs.

"API" means application programming interfaces or other code that allow other software products to communicate with or call on the Software or Cloud Service (for example, SAP Enterprise Services, BAPIs, Idocs, RFCs and ABAP calls or other user exits).

"Modification" means any development that (i) changes the delivered source code or metadata; or (ii) uses APIs but does not add new and independent functionality and only customizes, enhances, or changes existing functionality of the Software or Cloud Service. For clarification: customizing and parametrization of Software or Cloud Service is not considered a Modification but allowed within the contractually agreed Use.

"contractual" means provided to Customer in performance of a Software Agreement.

Customer may Use any API or tools contained in the contractual SAP Software or otherwise obtained from SAP in order to develop or use Modifications or Add-Ons, subject to Customer´s fulfilling its obligations set forth in this section 1.2.8 in relation to Modifications and/or Add-Ons. For clarification: Any Modifications or Add-Ons developed by SAP or any of the SAP Affiliates on behalf of End User or as a product are exclusively subject to the provisions of the respective agreement and not subject to the provisions of this section 1.2.8 below.

a) Except as otherwise agreed and except as expressly required by law or expressly permitted in this section 1.2.8 Customer shall not create, use, or make available to any third party any Modification of or Add-On to the contractual SAP Software. Modifications may only be made in relation to contractual SAP Software delivered by SAP in source code.

b) End User is responsible for any deficiencies in the running, security or performance of the contractual SAP Software and other programs, and in communications between the contractual SAP Software and other programs ("Deficiencies") caused by Modifications

or Add-Ons to the contractual SAP Software. SAP points out that Add-Ons to and even minor Modification of the contractual SAP Software may lead to unpredictable and significant Deficiencies. Such Deficiencies may also arise because of an Add-On or Modification not being compatible with later versions of contractual Software. SAP is entitled to change the SAP Software, APIs, or both without care for the compatibility of any Modification or Add-On that End User uses with any later version of the SAP Software.

c) In addition, SAP is neither responsible for Deficiencies caused by Modifications or Add-Ons to the contractual SAP Software nor obliged to provide remedies under warranty or other obligations in relation to Deficiencies caused by Modifications or Add-Ons to the contractual Software. SAP is not obliged to provide any contractually agreed SAP Support services if and to the extent, the provision of such SAP Support is aggravated because of Modifications or Add-Ons to the contractual SAP Software. SAP recommends that End User registers via SAP's registration procedure at http://support.sap.com/sscr such Modifications or Add-Ons in order to help SAP to identify the reason for possible support issues.

d) These Modifications and Add-Ons must be used only together with the contractual Software and only in accordance with the license to use the Software granted in the Software Contract. SAP retains the right to develop its own Modifications or Add-ons to the SAP Software but SAP is not entitled to copy Customer´s software code. Modifications or Add-Ons must not (and subject to other limitations set forth herein): enable the bypassing or circumventing of any of the restrictions set forth in the Agreement and/or provide Customer with access to the SAP Software in excess of Customer´s use rights duly obtained nor render or provide any information concerning the SAP Software. Customer covenants not to assert against SAP or any SAP Affiliate any rights in any

   i) Modifications or Add-Ons, or

   ii) other functionality of the SAP Software accessed by such Modifications or Add-Ons.

2.11 Import / Export

Any software (including patches, fixes, updates, upgrades and new versions of software), documentation, services and/or materials (altogether referred to as "Items") delivered by SAP under this Agreement are subject to the export and import control laws of various countries, including, without limitation, the laws of the United States, the EU, Ireland, Germany and Switzerland.

Customer acknowledges that the delivery of any Items by SAP may be subject to the prior obtaining of export and/or import authorizations from the competent authorities and that this process may considerably delay or prevent the delivery and/or impact SAP's ability to provide maintenance and support.

Customer shall support SAP in obtaining any required authorization by providing information and/or declarations, e.g. End Use Certificates, as may be requested by SAP.

Customer shall be responsible for complying with all applicable governmental regulations of the country where Customer is registered, and any foreign countries with respect to the use of the Items by Customer and/or its Affiliates.

At Customer's request, SAP shall provide Customer

a) with the export control classification numbers of any Items delivered under this Agreement, in accordance with the EU Dual Use Regulation 428/2009/EC, as amended by Regulation 388/2012/EU; and
b) the US Export Administration Regulation; and
c) technical information as may required by Customer for the purpose of export and import licensing procedures in other countries; provided that SAP may refuse the provisioning of such information:

where it is not readily available to SAP; and or

where SAP believes, in its sole discretion, that disclosure of such information may put SAP's or any of SAP's licensors' intellectual property and/or trade secrets at risk.

Customer agrees that it will not submit the Items to any government agency for licensing consideration or other regulatory approval without the prior written consent of SAP, and will not export the Items to countries, persons or entities prohibited by the laws of Switzerland, Germany, the EU, the US and other applicable export laws, trade sanctions and embargoes.

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

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

3.2 Standalone Use

3.2.1 Software is licensed for Standalone use if identified as such in the applicable Software Agreement. **"Standalone Use"** means the Software (and any corresponding Third Party Software) identified as Standalone Use that may only be Used with any other Software or Third Party Software with the same Standalone Use designation in the applicable Software Agreement from SAP, or an authorized reseller, distributor or other authorized partner of SAP or non-SAP branded software licensed from third parties.

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

3.3 Standalone Use of Legacy SBOP Software

3.3.1 Use of Legacy SBOP licensed for Standalone Use does require a Named User License in addition to the Package License for the actual r Legacy SBOP, SBOP Software licensed from any resellers, distributors, OEMs or other third parties may be Used solely for Standalone Use, unless otherwise agreed by SAP in writing in the applicable Software Contract.

The only Named User types authorized to use Legacy SBOP licensed for Standalone Use are SAP Application Standalone Business Analytics Professional User, SAP Application Standalone BI Limited User, or SAP Application BI Viewer 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).

3.4 Restricted License

3.4.1 If Customer acquired the Software bundled or otherwise provided in combination with or for use with a third party product (**"OEM Application"**) from a third party, Customer has acquired a Restricted License. Customer may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or necessary to enable the functionalities of the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the OEM Apllication may be used with the data mart or data warehouse only to access data created or necessary to enable the functionalities of the OEM Application. Restricted Licenses may not be combined with unrestricted licenses.

3.5 **Subscription License**

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

3.6 **Development License**

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

3.7 **Update License**

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

3.8 **N.A.**

3.9 **N.A.**

3.10 **SAP Business One Software**

3.10.1 Additional terms and conditions related to the licensing of SAP Business One Software, including applicable Metrics and Package restrictions, are stated in Exhibit 6. Use of third party database products with SAP Business One may be subject to additional terms and conditions required by SAP's suppliers. as set forth in Exhibit 4(Pass-Through Terms for Third Party Databases).

3.11. Packages with a Maximum List Price

3.11.1. Some Packages have a maximum list price, which is reached once the Customer has licensed the maximum amount of sales units for that Package. Upon licensing the maximum amount of units, the Customer is granted by SAP a non-transferable right to use more than the licensed amount of units without further payment requirement.

4. SYSTEM AUDIT AND MEASUREMENT / ADDITIONAL LICENSES

"contractual" in Section 4.1 means provided to Customer in performance of a Software Agreement.

4.1 Customer must give SAP prior written notice of any use of the contractual SAP Software outside the contractually permitted use. It requires its own contract with SAP with regard to the additional license required ("Additional License"). The Additional License is subject to the provisions of the LPC in force at the time of the execution of the Additional License.

SAP is permitted to audit the usage of the licensed SAP Software (in general once a year) by system measurement in accordance with SAP standard procedures (described under 4.3). Customer will conduct the measurement itself using the unaltered tools and self-declaration forms provided by SAP for that purpose. The self-declaration form is to be completed independently of technical measurement function modules. The result of the measurement is to be transmitted online via the respective interfaces from Customer´s system(s) to SAP, or in a machine-readable format. Applying the multi-client concept for user classification shall only be permitted on an exceptional basis and is subject to prior approval by SAP in written form.

SAP is permitted to conduct the audit remotely if Customer refuses to conduct the measurement itself, or if it does not produce meaningful results and there are reasonable grounds to suspect a breach or infringement by Customer. In exceptional cases, SAP is permitted to conduct the audit at Customer´s installations if Customer refuses to allow the remote audit or if it does not produce meaningful results and there are reasonable grounds to suspect a breach or infringement by Customer. Customer must cooperate reasonably with SAP in the conduct of audits remotely and at Customer´s installation and must, among other things, afford SAP insight into its systems to the required extent. SAP will give Customer reasonable prior notice of an audit to be conducted at Customer´s installation. SAP will have reasonable regard to the interests of Customer´s confidentiality and to the protection of Customer´s business operations from compromise. If an audit reveals any breach by Customer, Customer must bear the reasonable expense to SAP of conducting the audit.

4.2 If it becomes apparent in an audit or otherwise that Customer has used the contractual SAP Software outside the Software Agreement, SAP and Customer will execute an Additional License. In those circumstances, SAP reserves the right not to give any agreed discount except the quantity discount in the LPC. Section 4.1 sentences 2 and 3, apply. SAP reserves the right to claim damages and to claim late payment interest.

4.3 The then current Documentation for the Standard procedures for verification is provided by SAP under:

https://support.sap.com/keys-systems-installations/measurement/information/Documentation.html

5. NAMED USER PRINCIPLES AND METRICS

5.1. Named User Principles

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

a) is on vacation;
b) is absent due to sickness;
c) has their employment terminated,
d) is moved into a new job function which no longer requires them to use any Packages or
e) is subject to a condition that is otherwise agreed by SAP.

5.1.2 Important Note for Customer´s with contracts from June 2014 and earlier. Such Customer´s may have licensed 1 of the following previous user types: mySAP.com Users, SAP Business Suite Users, SAP ERP Users, Individual SAP solutions Users. Such Customers do not have the right to license SAP Named Users.

5.1.3 Customers that have already licensed one or several of the above user types and/or SAP Application Users are permitted to license additional quantities of the same user types, SAP BA&T Users. The preceding regulations do not apply for Limited Professional Users.

5.2 Named User Metric – Categories, Types and Corresponding Definitions

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

Named User Exceptions

5.3.1 Suppliers:

When accessing the following SAP Software Packages, suppliers do not require Named User licenses:

a) SAP Advanced Trade Management Analytics,
b) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA,
c) SAP Customer Business Planning,
d) SAP Customer Business Planning, version for SAP BW/4HANA,
e) SAP Extended Sourcing,
f) SAP Extended Procurement,
g) SAP Supplier Self Services,
h) SAP Supplier Lifecycle Management,
i) SAP SRM Rapid Deployment Edition,
j) SAP Supplier Collaboration,

k) SAP Customer Collaboration,

l) SAP Outsourced Manufacturing,

m) SAP Trade Promotion Planning and Management,

n) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA,

o) SAP Subcontractor Management for Consumer Products,

p) SAP Procurement for Public Sector,

q) SAP Supplier Relationship Management & Logistics for Health Care.

5.3.2 **Business Partners:** When accessing the following SAP Software Packages, Business Partners do not require Named User Licenses

a) SAP Contract Lifecycle Management

5.3.3 **Employees:** When accessing the following SAP Software Packages, Employees do not require Named User Licenses:

a) SAP IT Service Desk Operation.

5.3.4 **Appraisers:** When accessing the following SAP Software Package(s), appraisers do not require Named User Licenses:

a) SAP Supplier Lifecycle Management

5.3.5 **Consumers/orConstituents:** Individuals who are not employees of Customer or Customer`s Business Partners and who purchase or receive goods and/or services from Customer do not require Named User licenses unless otherwise regulated.

6. PACKAGE PRINCIPLES AND METRICS

6.1 Package Principles

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

6.2 **Package Metrics – Types and Corresponding Definitions**

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

7. PACKAGE SPECIFIC TERMS / USE RULES

7.1 Package Licenses

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

7.2 Applicability

7.2.1 This Section 7.2 applies to any **Third Party Software Package** (including, without limitation, databases) as well as for Third Party Software as part of a Package, both licensed pursuant to a Software Agreement respectively and control over any conflicting terms set forth in the GTC, subject to the following exception: The provisions herein on SAP's liability for Third Party Software are not applicable. The relevant provisions of the GTC apply exclusively. All Third Party Software Packages are restricted for use solely in conjunction with the particular Package intended by SAP to be used therewith or with which SAP provides the Third Party Software Package, and Third Party Software Packages may not

be used with any other Package, or on an individual basis. Unless otherwise specifically provided in Section 7 of the Use Terms, any use of the Third Party Software Packages (whether productive or non-productive) shall count against the Licensed Level for any applicable Metric.

7.3 Exceptions from GTC for Third Party Software Packages

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

7.4 Limitation of Liability

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

8. DATABASES

8.1 Runtime Databases

8.1.1 If a **runtime database** is licensed and the Software Agreement does not exclude any Packages licensed thereunder from such runtime database license Customer may only use the runtime database licensed pursuant to a Software Agreement referencing Use Terms in conjunction with its use of the Packages licensed pursuant to such Software Agreement. In the event Customer Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

8.1.2 If a runtime database is licensed and the Software Agreement excludes certain Software Packages licensed thereunder from such runtime database license **("Excluded Components")**, Customer may only Use the runtime database licensed pursuant an Software Agreement referencing use this present document in conjunction with its use of the Packages licensed pursuant to such Software Agreement that are not Excluded Components. In the event Customer Uses the licensed runtime database other than as specified in this paragraph, a full use license, including programming tools, must be licensed directly from an authorized vendor.

8.1.2.1 The Excluded Components may require a database product.

8.1.2.2 Neither the Software Agreement nor the Software Agreement contain a license to use any database product, even where integrated or pre-installed as part of the Excluded Components;

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

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

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

8.1.3 If a runtime database is not licensed:

8.1.3.1 The Packages licensed pursuant to an Order Form referencing these Use Terms may require a database product. Neither the Software Agreement nor the Software 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;

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

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

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

9. DATABASE DEPLOYMENT AN COMMUNICATION RIGHTS AND RESTRICTIONS (SEGREGATED DATABASE LANDSCAPE):

9.1 **The following shall apply where Customer:**

a) licenses third party runtime database a **"TPD"** for Use with some, but not all, SAP Software Packages(s) or Named User(s) that are SAV relevant for such TPD; or

b) licenses a TPD and any Package(s) having S/4 HANA in the Package name or otherwise identified in the Agreement as an S/4 HANA Package.

9.2 Notwithstanding anything to the contrary in the Agreement, where some of the Software and third party software (excluding "TPD" licensed under the Agreement ("SW") is licensed for Use with a TPD also licensed under the Agreement , and some SW is not licensed for Use with such TPD, the following deployment and communication rights and restrictions shall apply:

9.2.1 Deployment Rights & Restrictions

a) As referenced herein, **"Technical Installation"** means a deployment of SW running on a unique database instance. Subject to any applicable SAP database license fees and (terms for S/4HANA Packages) in these Use Rights, SW licensed for Use with such TPD can be deployed in any of the following **"Installation Types":**

i. **"Type 1 Installation"** means any Technical Installation upon which all SW deployed is licensed for Use with, and is running on, such TPD;

ii. **"Type 2 Installation"** means any Technical Installation upon which all SW deployed is licensed for Use with, but is not running on, such TPD; and,

iii. **"Type 3 Installation"** means any Technical Installation upon which none of the SW, or only a portion of the SW, deployed is licensed for Use with such TPD, and therefore a TPD is not deployed or running.

b) SW not licensed for Use with a TPD can only be deployed in Type 3 Installations and is subject to any applicable SAP database license fees. The Technical Installation(s) for

each Installation Type must be separate from the Technical Installation(s) used for other Installation Types.

9.2.2 Installation Communication Rights and Restrictions

a) Between Type 1 Installation and Type 2 Installation**:** Bi-directional communication (including data transfers) shall be permitted between SW or TPD in Type 1 Installations and SW in Type 2 Installations.

b) Between Type 1 Installation and Type 3 Installation:

(iv) Database Level Communication: Communication (including data transfers) at the database level shall be limited to a one-time productive transfer of data **("Initial Data Load")** directly from TPD in Type 1 Installation to SAP HANA Software in Type 3 Installation. For purposes of clarification, unlimited transfers of data directly from TPD in Type 1 Installation to SAP HANA Software in a separate, non-productive Type 3 Installation shall be permitted prior to conclusion of the Initial Data Load.

(v) Application Level API Communication: Bi-directional communication (including data transfers) occurring via "Application Level APIs" is permitted. **"Application Level APIs"** mean those application programming interfaces delivered as part of the licensed SW, excluding all application programming interfaces/technologies when such interfaces/technologies are used to communicate with or replicate data at a database level.

c) Between Type 2 Installation and Type 3 Installation:

(vi) SAP HANA Level Communication: Communication (including data transfers) at the SAP HANA Software level shall be limited to one-way transfers of data directly from SW in Type 3 Installations to SAP HANA Software in Type 2 Installations.

(vii) Application Level API Communication: Bi-directional communication (including data transfers) occurring via Application Level APIs is permitted.

d) Other than those database level communication (including data transfer) rights permitted above, all communication (including data transfers) between any technology and any TPD must occur exclusively through Application Level APIs and not directly with such TPD.

10. STANDALONE USE FOR THIRD PARTY DATABASES

10.1 If a Software Agreement referencing these Use Terms includes a Standalone Use restriction:

10.1.1 The Packages licensed pursuant to an Software Agreement referencing use this present document may require a database product.

10.1.2 Neither the Software Agreement nor the Software 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;

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

10.1.4 SAP makes no representations or warranties as to the terms of any license or the operation of any database product obtained directly from a third party vendorCustomer

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

11. PASS-THROUGH TERMS

11.1 Use of third party database products and directories may be subject to additional terms and conditions required by SAP's suppliers. as set forth in the "Supplementary Products" section of Exhibit 3, in Exhibit 4, "Pass-Through Terms for Third Party Databases" and in Exhibit 5 "Pass-Through Terms for Directories".

12. OPEN SOURCE SOFTWARE

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

13. SAP BEST PRACTICES

13.1 Software Packages may be delivered with settings and master data that have been pre-configured to address generalized requirements of a specific industry sector or country **("SAP Best Practices").**

13.2 It is Customer`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.

14. SAP TOOLS

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

15. FUNCTION MODULES

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

EXHIBIT 1- LEGACY SBOP SOFTWARE

Legacy SBOP

Business Intelligence
SAP BusinessObjects BI Starter Package
SAP BusinessObjects BI Package (CPU)
SAP BusinessObjects BI Package (user)

EXHIBIT 2 - NAMED USER METRICS AND PACKAGE METRICS

1. SAP NAMED USER – CROSS LINE OF BUSINESS

1.1 **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.

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

1.3 **SAP Professional User** is a Named User authorized to perform operational related and system administration / management roles supported by the licensed Software (excluding SBOP) and also includes the rights granted under the the SAP Project User, SAP Logistics User, SAP Industry Portfolio User, SAP Worker User and SAP Business Partner User.

1.4 **SAP Project User** is a Named User authorized to perform 1 or more of the following roles supported by the licensed Software (excluding SBOP):

a) project management, including project-related resource management, project-related creation, change and display of quotation, order and billing in SAP ERP, accounting on individual projects, creation of project-related purchase requests, purchase orders and service entry sheets,
b) product and project related reporting,
c) managing projected-related revenues and expenses
d) viewing Accounts Receivable (A/R) General Ledger (G/L) postings,
e) controlling access and releasing product data and recipes in collaborative product development scenarios,
f) viewing and approving changes through engineering records,
g) managing change through engineering records,
h) collaborating in cFolders and,
i) interfaces to 3rd party authorized authoring tools.

The SAP Project User also includes the rights granted under the SAP Manager Self-Service User.

2. SAP NAMED USER – LINE OF BUSINESS

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

a) Use (excluding the right to modify and/or customize) standard and interactive reports related to those SAP Employee User’s tasks listed in this definition only, and delivered with the licensed Software,
b) travel planning / expense reporting self-services,
c) perform procurement self-services, and
d) room reservation self-services.

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

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

a) Employee time and attendance entry,
b) employee appraisals,
c) talent and skill profiles, and
d) profile match up supported by the licensed Software (excluding SBOP), all solely for such individual's own purpose and not for or on behalf of other individuals.
e) The SAP ESS User also includes the rights granted under the SAP Employee Self-Service Core User.

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

a) employee records maintenance,
b) employee directory,
c) benefits and payment,
d) leave management and
e) E-Recruiting.

Further, an SAP Employee Self-Service (ESS) Core User is also authorized to access "Non-SAP Content" that resides on Customer`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 Customer´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 Customer Using SAP Enterprise Portal Software (as provided with the licensed SAP NetWeaver Software) which provides appropriately licensed Named Users a common access point by which to Use licensed SAP Software.

2.4 **SAP Logistics User** is a Named User solely authorized to perform the following tasks for the applicable licensed Software (excluding SBOP):

a) **Transportation Management:** To look up a freight contract, tracking a certain shipment and similar activities, update master data (rates, lanes, locations), manage transportation request entries, transportation planning, responding to RFP (request for proposal) for viewing and confirmation of events, charge calculation verification and similar activities.
b) **Warehousing:** To confirm goods receipts and put away, deconsolidate goods upon receipt, pick at pick points, manage stock movements including replenishment, perform production staging and enter physical inventory counts, packing, or confirming VAS (value added services) and perform scheduling activities for dock door appointments. The SAP Logistics Users may access the Software through radio frequency mobile devices.

c) **Track and Trace:** To view a serialized and/or any tracked object, such as querying its current or past location or ascertaining product genealogy; to access product traceability solutions, to report goods movement or view traceability reports, To view the status of defined supply chain events, expected or unexpected, e.g. delayed shipment of a sales order, change to a purchase order confirmation and to perform confirmation of or changes to supply chain events, e.g. update a change to a production order date or quantity.

d) **Direct Store Delivery:** To support capabilities in the Logistics Execution - Direct Store Delivery backend that enables specific DIrect Store Delivery functionality for: Master Data; Deal Conditions; Visit Control; Transportation Planning; Vehicle Space Optimization; Loading Confirmation; Output Control; Reload; Stock Visibility; Route Accounting.

e) **Yard Logistics:** To confirm arrival and departure of transports, plan yard activities, perform pick-up planning, execute movements in the yard, perform washing and other additional activities, docking and undocking at gates, record measurements, manage stock in the yard and perform scheduling activities for dock door appointments.

For Customer employees, the SAP Logistics User also includes the rights granted under the SAP Employee User

2.5 **SAP Worker User** is a Named User working in Customer´s production facilities or as a maintenance worker who is solely authorized to perform 1 or more of the following roles supported by the licensed Software (excluding SBOP):

a) display work instructions, and document activities and operations,

b) confirm goods receipts, goods issues, stock movements and completion confirmations into maintenance work orders,

c) enter production order confirmations,

d) record product or production information, e.g. quality inspection results or plant/process/equipment data,

e) enter production issues and related service requests,

f) submit purchase requisitions for tools, spare parts for production equipment, etc.

g) confirm maintenance notifications,

h) enter service requests and service entry sheet,

i) any maintenance activities, reporting or dash-boarding related to the items set forth above.

The SAP Worker User also includes the rights granted under the SAP Employee User.

2.6 **SAP Business Partner User** is a Named User who is an employee of a Business Partner accessing the licensed Software (excluding SBOP) solely to perform operational related tasks within standard business-to-business scenarios.

2.7 **SAP Manager Self-Service User** is a Named User authorized to perform 1 or more of the following manager self-services roles:

a) request administrative changes using processes and forms contained within Human Capital Management,

b) create requisition requests and candidate assessments,

c) perform talent assessments and appraisals,
d) plan and approve compensation,
e) view budget overviews,
f) organize project management tasks,
g) perform planning tasks,
h) approve travel requests and expenses, and
i) perform HR and procurement workflow tasks related to the manager's direct report or business unit/department.

These roles must be directly related to the employees and business unit/department for which the manager is responsible, supported by the licensed Software (excluding SBOP), and related to Human Capital Management only. The SAP Manager Self-Service User also includes the rights granted under the SAP Employee User.

3. SAP NAMED USER – INDUSTRY

3.1 SAP Industry Portfolio User is a Named User solely authorized to access the specified industry packages on SAP's price list, provided that Customer has licensed those packages. The SAP Industry Portfolio User is not entitled to access other SAP solutions or solution components. The SAP Industry Portfolio User also includes the rights granted under the SAP Employee User.

3.2 Customer must license External business partners in the Insurance industry collaborating with the Customer as SAP Industry Portfolio Users. Those business partners are not entitled to access other SAP solutions or solution components besides the specified industry packages.

4. SAP NAMED USER - PLATFORM USER

4.1 **SAP Platform User** is a Named User authorized to Use licensed Software through a separate SAP, Partner, or Customer application that connects to and/or communicates with SAP Software through published SAP application programing interfaces. License requirements for Netweaver products and / or Third Party Software remain unaffected.

License requirements for Netweaver products and/or Third Party Software remain unaffected.

Remaining Metrics

Remaining Metrics – A

5. ASSETS

5.1 **Assets** are master records defined for pieces of equipment that the Customer has identified in their system, as being critical to their operations that will be modelled and monitored by the software. An equipment master record can be configured as a single item (e.g. a crane), or as a "multi-part equipment" (which could have, e.g., 100 drilling machines in inventory), in both cases only 1 equipment master record is counted for pricing.

5.2 **Assets under management** of the insurance company which uses the product is the sum of all relevant financial assets as disclosed in the latest annual statement of the insurance company in a fiscal year.

If Customer does not disclose a comprehensive annual statement, Customer must report the respective information to SAP on an annual basis..
If the product is licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.
For non-Insurance companies, the revenue of the company is used as the basis for the calculation of the price.

Remaining Metrics – B

6. BARREL OF OIL EQUIVALENT PER DAY (BOEPD)

6.1 **Barrel of Oil Equivalent per Day (BOEPD)** is a unit of measure used in the oil and gas industry that allows aggregating the produced, scheduled or sold quantities of hydrocarbons from both conventional and unconventional sources over the prior 12 month consecutive months.

7. BUDGETS

7.1 Total annual budgets are the total annual public sector budgets of the SAP Customer (i.e. agency, institution, program or department) based on current budget period.

8. BUSINESS PARTNERS

8.1 **Business Partners** are natural persons, a group of persons, juridical persons who have 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.

8.1.1 For online application submission management: Business partners is defined as: Business partners is defined as:

- For banking customers as the number of customers with financial transactional data within the last 2 years.
- For insurance customers as the number of insurants
- For Public Sector customers as citizens

Remaining Metrics - C

9. CASH FLOWS

9.1 **Cash flows** are the total number of cash flow transactions (payment or receipt) processed by the application per day. (Note that for receipts there would usually be 2 cash flow transactions, i.e. expected receipt and actual receipt). The max. number of cash flows per day is the basis for the measurement.

10. CONTACTS

Contacts are number of unique records of customers, prospects, employees, business partners, constituents and/or commission recipients processed within the Software.

11. CONTRACTS

11.1 **Contracts** are the contracts (used in all functions including procurement, sales, legal, partner management, HR, real estate, and all other functions of the organization.) the company plans to address within the application

11.1.1 For Utility Industry: Contracts are agreements between a utility company and a business partner to provide services to the business partner. Thereby a separate contract has to be set up for each service provided, for which the utility company has a legal contract with its customer (e. g. a utility company provides a business partner with electricity, area lighting, gas, and district heating, thus four separate contracts have to be set-up). All contracts stored in the system with an ending date later or equal to the system date are taken into consideration.

For the sectors below the following division categories of the SAP Utilities system need to be considered:

Energy:

- Electricity
- Gas
- District heating
- Waste Management
- Mutual help
- For all sectors

Water:

- Water
- Waste Water

11.1.2 For prepayment for utilities for SAP S/4 HANA:

Contracts contain all utility contracts which are operated via prepayment.

11.1.3 For Banking Industry:

Contracts are made by a bank with natural persons (retail) or legal persons (commercial). A contract can be e.g. an account, a term deposit, a loan, an OTC-derivative, an FX forward, a money market transaction or a position in exchange-traded instruments. Accounts and loans managed in external systems, included in a master contract, part of a collateral agreement or set-up for tax calculation are to be taken into account. In the context of refinancing, only managed contracts classified as available assets are to be licensed.

Contracts include:

- loans or mortgage products
- deposits, savings or current accounts (including internal accounts)
- Derivatives, which are financial instruments whose value is based on another security

- Securities transactions, e.g. spot plus forward deals, money marked/foreign exchange transactions, etc.
- Contracts for leasing are operational, finance, capital leases, hire purchases, loans and/or other contracts which are processed in the solution
- Contracts for refinancing can additionally be credit cards, drawings in a syndicate loan or trade receivables.

12. CORES

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

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

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

13. COSTS

13.1 **Asset retirement obligation cost estimations** are the volume of the cost estimations which are handled in the solution. The cost estimation volume is equal to the total of the settlement values (expected costs at the estimated retirement date) of all cost estimation items of the cost estimation plans of all asset retirement obligations, which are handled by SAP Asset Retirement Obligation Management.

If the Customer is using more than 1 accounting principle, the cost estimation volume is calculated separately for every accounting principle. The maximum of these values will be used for pricing. The cost estimation volume is determined based on the volume, which is valid at the fiscal year end date. Only asset retirement obligations, which are active at this date, will be considered.

13.2 **Costs of goods sold** are all expenses directly associated with the production of goods or services the company sells (such as material, labor, overhead, and depreciation) annually. It does not include selling, general and administrative expenses or research & development. If cost of goods sold is unknown, then it shall be equal to 70% of total company revenue.

13.2.1 For Service Parts Planning:

"Costs of goods sold" refers to the inventory value for the service parts business.

Remaining Metrics – D

14. DATABASE SIZES

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

14.2 **1.5 Terabyte accumulated database sizes** are the database sizes of all productive SAP systems where the Customer uses SAP Landscape Transformation.

15. DEPLOYMENTS

15.1 Deployments are single installations of the system repository component within the SAP BusinessObjects BI Platform Software (for which Licensee must obtain a license), or the Crystal Reports runtime engine (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.

16. CUSTOMERDEVICES

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

17. DOCUMENTS

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

17.2 **For SAP solutions by OpenText:**

Documents are single instances of the data file processed by the product annually as counted by the solution. Examples of documents are: invoices, sales orders, order confirmations and remittance advices.

17.3. **For SAP S/4HANA for waste and recycling, environmental services add-on by PROLOGA:**

Documents:that represent a day order for waste disposals, additional disposal documents and yearly municipal billing documents are counted.

17.4. **For SAP S/4HANA Utilities extensions for meter to cash processes by PROLOGA, SAP counts the following as Documents:**

a) “Points of Delivery” (PoDs) related to gas installations whereas 5.000 PoDs represent 1 Document;

b) “Meter Reading documents” downloaded to mobile order management whereas 100.000 Meter Reading documents represent 1 Document;

c) Received “Nominations” whereas 2.500 Nominations represent 1 Document;

d) “Shippers” (Marketers) assigned in the system whereas 10 Shippers represent 1 Document.

17.5 **Documents for SAP Digital Access and/or Documents for SAP S/4HANA Digital Access** (Documents are defined below and categorized within the following Document Types):

17.5.1 **Sales Document is:**

a) a line item record that represents the material and/or service being sold or quoted; and/or

b) a record that represents an individual order/release against a scheduling agreement which indicates the material and/or service being sold.

17.5.2 **Purchase Document is:**

a) a line item record that represent the material and/or service being ordered or requested; and/or

b) a record that represents the release against a scheduling agreement which indicates the material and/or service being procured.

17.5.3 **Invoice Document** is a line item record that represents the material and/or service being billed. For SAP S/4HANA Digital Access only, an Invoice Document shall also include a line item record that represents a description of the material being purchased, including the material name, number and quantity of the material.

17.5.4 **Manufacturing Document is:**

a) a record which represents the production-related details associated with manufacturing a material, including: the type, quantity and color of what to produce, when to produce it, where to produce it and/or other distinguishing characteristics; and/or

b) a record that represents a confirmation which indicates the status of the processing activities associated with manufacturing orders.

17.5.5 **Material Document** is a line item record that represents a specific material being received, issued or transferred to, from or within a storage location or plant.

17.5.6 **Quality Management Document is:**

a) a record that represents the details of a nonconformance being reported including the information required for problem solving; and/or

b) a record that represents results of an inspection.

For S/4HANA Digital Access only, a Quality Management Document shall also include a record that represents the details of a nonconformance.

17.5.7 **Service & Maintenance Document is:**

a) a record that represents the details of work to be performed including the information needed to plan, execute and bill for a service or maintenance request; and/or

b) a record that represents the details of a problem being reported including the information required for problem solving; and/or

c) a record that represents the status of the processing associated with service orders and maintenance orders; and/or

d) a record that represents a claim by a customer for repair or replacement or compensation for under-performance, pursuant to terms in a warranty/quarantee document.

17.5.8 **Financial Document** is a line item record that represents accounting information in a financial journal.

17.5.9 **Time Management Document is:**

a) a record that represents an employee's time worked and assigned to business related objects; and/or

b) a record that represents deviations from an employee's assigned work schedule and/or pay rate.

17.6. **For SAP Document and Reporting Compliance, on-premise edition:**

Documents mean electronic documents created, transmitted or received by or through the product annually. Examples of documents are: customer invoice, vendor invoice, credit memo, purchase order, dispatch advice, transport document, transport registration request, invoice registration request, document summary, tax certificate, tax report.

17.7. For SAP Extended Warehouse Management: SAP S/4HANA Supply Chain for extended warehouse management and SAP S/4HANA for manufacturing logistics: all goods receipt, goods issue postings and staging of components for production are counted.

17.8 For SAP S/4HANA for financial products subledger, insurance option, core processes: Documents are subledger journal entries managed via the software solution. Journal entries are counted per GAAP at header level over a period of a fiscal year.

17.9 For SAP S/4HANA for financial products subledger, banking option, valuation add-on and SAP S/4HANA for financial products subledger, banking option, controlling and disclosure add-on: The underlying documents of the SAP S/4HANA for financial products subledger, banking option, core processes are counted.

Remaining Metrics - E

18. EMPLOYEES

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

18.1.1 For **HCM solutions,** employees are included in the metric count as long as they are processed in the system.

18.1.2 For **payroll processing** purposes, retirees are included in the metric count as long as they are processed in the system.

18.1.3 **For SAP S/4 HANA Defense & Security**

Employees are the numbers of individuals employed in the organization – including military and civilian personnel & reserve. They are calculated as

Employees = Military Personnel x 1.0 + Reserve x 0.5 + Civilian x 0.5

19. ENTITIES

19.1 **Entities** are the total number of legal entities that have to be incorporated into the financial account closing activity.

19.2 For SAP Document and Reporting Compliance for S/4 HANA: **Entities** mean the number of all company codes in a reporting country for which the solution generates or receives

electronic documents or reports within a contract year. Each company code and country code combination is counted as an individual entity.

Remaining Metrics - F

20. FLAT FEE

20.1 Flat fee is the fixed package license fee for the software.

Customer

Remaining Metrics - G

21. GIGABYTES

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

Remaining Metrics - H

Remaining Metrics - I

22. INSTALLATIONS

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

23. INSTANCES

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

24. ITEMS

24.1 **Items** represent entities managed in the Software.

24.1.1 For SAP S/4 HANA for cards management, additional cards:

Items are the number of active cards stored in the system per calendar year.

24.1.2 For SAP S/4HANA for accounting integration

Items are the number of contracted items, assets and services in a year.

24.1.3 For SAP Event Management on SAP S/4 HANA:

Items are entities tracked in the system on an annual basis.

24.1.4 For Yard Logistics; and SAP Yard Logistics for SAP S/4 HANA

Items are the number of transportation units (trucks, trailer, container, railcars, vessel, etc.) in both inbound or outbound shipments in a year.

Remaining Metrics - J

Remaining Metrics - K

Remaining Metrics - L

Remaining Metrics – M

25. MEMORY

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

Remaining Metrics - N

Remaining Metrics - O

26. OBJECTS

Master data objects are all unique records stored or managed in the Software.

26.1.1 For SAP Enterprise Master Data Management; and SAP Enterprise Master Data Governance for SAP S/4HANA: Master data objects are all master data objects stored in the SAP NetWeaver Master Data Management system, plus the total number of all master data objects stored in the SAP Master Data Governance system.

26.1.2 For SAP Master Data Governance, Consumers: Master data objects are active consumer type customer objects stored in the SAP Master Data Governance system. A consumer is a natural person or a group of persons (e.g. household) that has any kind of business relationship with a company, including, but not limited to, B2C customers, B2C contacts, and citizens. Customer may Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2C consumers. Customer may not Use SAP Master Data Governance, Consumers to store additional business partners if the partners represent B2B customers.

26.1.3 For SAP Master Data Governance, Custom: Master data objects are master data objects stored in custom-build “Master Data Governance” systems that are not of type financials, suppliers, customers or materials. This is the sum of all user defined object of type things (articles, contract, location, asset, equipment, contract, etc.). A user defined object is created using the Master Data Governance framework.

26.1.4 For SAP Master Data Governance, Customers: Master data objects are active B2B customer objects stored in the SAP Master Data Governance system. Customer may Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2B customers. Customer may not Use SAP Master Data Governance, Customers to store additional business partners if the partners represent B2C customers.

26.1.5 For SAP Master Data Governance, enterprise asset management ext by Prometheus Group: Master data objects are master data objects stored in SAP EAM.

26.1.6 For SAP Master Data Governance, Financials: Master data objects are the sum of financial objects (including, but not limited to, group accounts, operational accounts, cost elements, companies, profit centers and, cost centers with hierarchy nodes, consolidation groups and units, financial statement items) stored in the SAP Master Data Governance system. For avoidance of doubt, the financial accounts are only counted once, even if the accounts are used in multiple charts of accounts or financial statement versions. For example, if the company is reporting externally in US GAAP as well as IAS, each account is only counted once, not twice.

26.1.7 For SAP Master Data Governance, Product: Master data objects are active material objects (materials, products) stored in the SAP Master Data Governance system. Customer may not Use SAP Master Data Governance, Product to store articles.

26.1.8 For SAP Master Data Governance, retail and fashion management ext by Prometheus Group: Master data objects are the sum of all single articles, generic articles (excluding variants) as well as sets, lots and displays, which get put under the governance of the solution.

26.1.9 For SAP Master Data Governance, Supplier: Master data objects are active supplier objects (vendors) stored in the SAP Master Data Governance system.

26.1.10 For SAP S/4HANA Cloud for contract, lease and real estate management: Master data objects are active real estate objects of type: contract; land; building or space.

27. OUTPATIENT DAYS

27.1 **Outpatient days** is the sum of the days in which patients have been treated as outpatients in a 1 year period. 1 outpatient day is counted when 1 patient is treated as an outpatient in 1 calendar day, independently of the quantity of work done on that day and on how the work was documented in the SAP system (in 1 or more outpatient cases, and, within cases, as 1 or more visit movements).

Remaining Metrics - P

28. PATIENT

28.1 **Patient care days** are the relevant number of patient care days reached by the Customer in a calendar year is the corresponding statistic according to the annual H+ member directory “H+ Die Spitäler der Schweiz”.

28.2 **Patients treated** are those treated in 1 calendar year in the institutions supported by the SAP system. Patients are only counted once, no matter how many times they are treated in the hospital within the year.

29. PLANTS

29.1 **Plants** are physical sites owned by or operated by an enterprise supported by the Software.

- **Small plants** are plants with up to 500 employees. Employees per plant are all employees and contractors working in the plant.
- **Midsize plants** are plants with 501 up to 5.000 employees. Employees per plant are all employees and contractors working in the plant.
- **Large plants** are plants with more than 5.000 employees. Employees per plant are all employees and contractors working in the plant.

30. POINT OF DELIVERY

30.1 **Point of Delivery** is the active metering point where a utility service is supplied or determined**:**

Energy:

- Electricity
- Gas
- District heating
- Waste Management
- Mutual help
- For all sectors

Electricity:

- Electricity

Water:

- Water
- Waste Water

Utilities or no division named:

- Electricity
- Gas
- District heating
- Water
- Waste Water
- Waste Management
- Mutual help
- For all sectors

31. PREMIUMS

31.1 **Premiums** of the insurance company, which uses the product, is the total gross premiums as disclosed in the latest annual statement of the insurance company in a fiscal year. If the customer does not disclose a comprehensive annual statement, the Customer must the respective information to SAP.
If the Customer does not disclose the information publicly, Customer must deliver and explain it to SAP
If the product shall be licensed only for a subdivision of the insurance company the respective license contract requires an explicit definition.

31.1.1 For Reinsurance Management Solutions (SAP Reinsurance Management Foundation for Insurance and SAP Reinsurance Risk Manager);
Premiums reflect the “Ceded Premiums” in case of passive and “Assumed Premiums” in case of active Re-Insurance Business. In case the Customer uses the solution for Ceded AND Assumed business the sum of both shall apply.

32. PRICES

32.1 **Contract price** is the net value of the license contract. Contract price for partners is defined as the amount the Partner has to pay for SAP and Third Party Software to SAP. So, the Contract price for Partners is calculated based on the price recommended by manufacturer minus all partner discounts.

33. PRODUCTS

33.1 **Products** are the annual total of number of vehicles and finished goods (for VMS/DBM) or Vehicles and Parts (for sequenced manufacturing) in the context of Automotive Solutions.

Remaining Metrics - Q

Remaining Metrics - R

34. RECORDS

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

34.1.1 For SAP S/4HANA Enterprise Contract Management

Records are uniquely identified objects that are active and maintained within the software. All “Legal Transactions” in status ‘On Track’, ‘Pending’, ‘Open Issues’ are counted as Records.

35. RESOURCES

35.1 **Resources** are unique individuals or non-human resources (system, equipment, tool, instrument, machine, vehicle, room, regulatory or government agency/body, industry standard, framework, and/or corporate policy, etc.) that are managed by or within the Software.

36. REVENUES

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

36.1.1 For the following packages, only the revenues associated with the business or division which the capabilities of the package will be applied against need to be considered:

SAP Advanced Trade Management Analytics, SAP Advanced Trade Management Analytics, version for SAP BW/4HANA; SAP Customer Business Planning, SAP Customer Business Planning, version for SAP BW/4HANA; SAP Trade Promotion Planning and Management, SAP Trade Promotion Planning and Management, version for SAP BW/4HANA; SAP Dairy Management by msg for SAP S/4HANA; SAP Meat and Fish Management by msg for SAP S/4 HANA; SAP Customer Activity Repository, omnichannel price and promotion service.

36.1.2 For SAP Configure, Price, and Quote (SAP CPQ)

Revenues are the calculation of Customer´s and its Affiliates total annual sales revenues for products or services, which were generated using the SAP CPQ software less VAT, delivery and any returns.

36.1.3 For SAP Customer Profitability Analytics,

Only the revenues analyzed within the Software need to be considered.

36.1.4 For SAP ERP, add-on for Polish SAF-T regulatory requirements: Only the revenues generated by the company or legal entity located in Poland need to be considered.

36.1.5 For SAP Customer Experience branded products

Revenue is the calculation of Customer´s and its Affiliates total annual sales revenue for products or services that can be purchased through the SAP Customer Experience platforms (including SAP Customer Experience powered websites and other SAP Customer Experience 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.

36.1.6 For Insurance:

Revenue are the same as “Premiums”.

36.1.7 For National Central Banks / Federal Reserve Banks

Revenues are the same as “Assets under Management”.

36.1.8 For Other Banks:

Revenues are the sum of Customer´s gross interest income and noninterest income (i.e. provisions, service charges, trading income) as stated on Customer´s Income Statement.

36.1.9 For SAP Product Lifecycle Costing

Only the revenues need to be considered associated with the business or

division, which the capabilities of SAP Product Lifecycle Costing will be applied against.

36.1.10 For Public Sector

Revenues are the same as “Total Annual Budgets”.

36.1.11 For SAP Tax Declaration Framework for Brazil

only the revenues generated in Brazil are relevant.

37. REVENUE AND EXPENSES

Revenues and Expenses are the sum of annual revenues received and annual expenses paid (commissions, royalties, revenue shares etc.) processed within the Software.

Revenues are the sum of annual monetary amounts invoiced by Customer and its Affiliates to third parties for services provided (or to be provided) by Customer and/or its Affiliates to such third parties and processed through the SAP solution. **“Expenses”** are the sum of budgeted annual expenses (commissions, royalties, revenue shares etc.) for services performed (or to be performed) by Customer or its Affiliates for Customer’s and/or its Affiliates own organization(s) that are processed through the SAP solution.

37.1.1 For SAP Collaborative Project Management und SAP Portfolio and Project Management: **Revenues and Expenses** is related to the projects managed within the software and is defined as:

- Revenues: the sum of annual revenues received for revenue-generating external projects
- Expenses: the sum of budgeted annual expenses for internal projects.

37.1.2 S/4HANA for rights and royalty management by Vistex:
Revenues and Expenses are the sum of the annual revenues received and annual expenses paid (license fees, royalties, revenue share, etc.) in the context of the software. Revenues and expenses include financial validation for deals, which are implemented in SAP S/4HANA for rights and royalty management by Vistex but do not result in an incoming payment e.g. barter deal.

38. SERVER

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

39. SESSIONS

39.1 Concurrent sessions are the aggregated numbers of sessions accessing the licensed Software at any 1 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 the 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 licensed sessions enabled on all Deployments may not exceed the Licensed Level of Concurrent Sessions. Users in deployments with an unlimited number of sessions require a Named User License for the licensed Software product. There is no license limit on number of processors or servers used. Customer 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.

40. SPENDS

40.1 **Spend volumes** are the company's annual expenditures for the procurement of all direct and indirect goods and services.

40.1.1 For Public Sector entities: Public Sector Spend Budgets may be used instead. Public sector spend budget is the figure, published annually, that documents an organization's procurement budget for all direct and indirect goods and services.

40.1.2. For SAP S/4 HANA oil and gas for upstream contracts management, Spend Volume is the total annual spend related to all joint ventures managed by the software.

40.2 **Freight Spend** is the annual freight costs incurred in transporting products; i.e., all the transportation costs, including labour, involved in moving goods to and from a plant/distribution center/warehouse, including payments to logistics companies for their services and any cost incurred by a company for the use and maintenance of its own fleet of vehicles.

41. STUDENTS

41.1 **Students** are defined as:

a) full-time registered students e.g. students who are registered for a full course load for the current academic year at the institution and/or

b) equivalents of full-time registered students (for example, a part-time student could represent a fraction of a full-time student).

42. SUBSCRIPTIONS

42.1 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.

43. SYSTEMS

43.1 Managed systems are all systems with a unique system identifier or a cloud service that are controlled, managed, monitored, scanned, or retired by the software and include all production and non-production usage types.

43.1.1 For SAP Information Lifecycle Management

Only Customer´s productive use systems managed by SAP Information Lifecycle Management must be counted in the Licensed Quantity.

44. TONS

44.1 Tons are a measure of the total weight in 1000 kilogram units, of goods managed by the system.

44.1.1 For Sap S/4HANA livestock procurement: the annual life weight is counted.

44.1.2 For all Oil & Gas items produced, scheduled, shipped or sold quantities of hydrocarbons and other bulk materials from both conventional and unconventional sources are counted as per day (i. e. “tons/day”).

45. TRANSACTIONS

45.1.1 For SAP Application Interface Framework:

Transactions consist of everything processed or monitored in SAP Application Interface Framework, e.g. all Application to Application (A2A), Business to Business (B2B), Business to Consumer (B2C), Business to Government (B2G) and Internet of Things (IoT) messages that are processed and monitored in the SAP AIF solution. The number of transactions is counted per year.

45.1.2 For SAP Archiving and Document Access by OpenText, external access option and SAP Archiving and Document Access by OpenText, external access option for SAP S/4HANA

Transactions are the annual volume of downloads (including view or print) of documents that are stored by the OpenText Solution. This metric applies only to individuals external to the Customer´s organization (i.e. other than employee, contract worker and outsourcer).

45.1.3 For SAP Document Presentment by OpenText, SAP Document Presentment by OpenText, add-on for business correspond

Transactions are single instances of a business document that is created, processed, printed or manipulated in some way by the products (e.g. letter, email, PDF, fax, SMS).

45.1.4 For SAP Billing, charging

Transactions are defined as pricing outputs where 1 input can generate 1 or several pricing outputs. Transactions are counted as those on the peak load day as measured within the prior 12 months.

45.1.5 For SAP S/4 HANA for payments centralization, individual payments option, additional payments and SAP S/4 HANA for payments centralization, mass payments option, additional payments and SAP S/4 HANA for payments centralization, pass-through option, additional payments:

Transactions are single payment transaction within a payment order. A payment order can have 1 ordering party item and multiple recipient party items. The number of transactions is counted per year.

45.1.6 For SAP S/4HANA for legal content

Transactions are folders/cases with a unique number created during an Agreement contract year, under which legal content is managed.

45.1.7 For SAP Shared Service Framework

Transactions are defined as the number of shared service framework service requests created per year.

45.1.8 For last mile distribution component for SAP Direct Distribution

Transactions are defined as the number of annual store or customer visits performed by field sales or delivery personnel (e.g. delivery drivers, van sellers, merchandisers) as maintained by the Software.

45.1.9 For SAP ERP connector for SAP Cash Application: **Transactions** are the total maximum number of documents and line items processed by the Cash Application per year. 1 transaction is either: 1 payment advice file (pdf); 1 bank statement line item; or 1 lockbox line item.

45.1.10. For SAP S/4 HANA Oil & Gas for field equipment and material logistics planning and execution: Transactions are the total initated field equipment and material supply and return prcesses for relevant plants during a contract year.

Remaining Metrics – U

46. UNITS

Rental units are rental objects that are managed with SAP Real Estate Management.

47. USERS

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

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

a) is on vacation;
b) is absent due to sickness;
c) has their employment terminated;
d) is moved into a new job function which no longer requires them to Use the applicable Package(s); or
e) is subject to a condition that is otherwise agreed by SAP.

47.1.2 For SAP Business Intelligence (BI):

There is no license limit on how many individuals are working concurrently with the Software. 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 Users can be purchased in combination for a Deployment. Customer may not utilize any program or system to cache or queue report requests. SAP BI users may be entered into the SAP NetWeaver BW system for the purposes of maintaining security.This metric does not replace the overall SAP Named User licensing requirement.

47.1.3 For SAP Contact Center: Users represent agents and/or supervisors who work in a contact center environment and handle incoming contacts through multiple communication e-channels (like email, chat, SMS and fax) and/or use supervisor tools to supervise contact center agents with e-channel user capability.

47.1.4 In the context of voice channel: Users represent agents who work in a contact center environment and handle incoming contacts through voice channel and office telephony only or handle outbound campaign calls only. In addition, each port in Interactive Voice Recognition system is also considered a user and should be counted as additional users.

47.1.5 For SAP Digital Asset Management by OpenText, limited access option Users are limited to search, browse, view and download assets.

47.1.6 For SAP Identity Management and SAP Single Sign-On:

Users are individuals whose credentials and/or user information is managed by the functionality of the licensed Software.

47.1.7 For SAP Real Estate Management: Users are individuals who manage office, retail and industrial properties and similar portfolios. It is applied for both, owned and operated space, and includes commercial as well as corporate real estate management.

47.2 **Active users** are the numbers individuals that access the Cloud Service at any time during a calendar month.

47.3 **Monitored Users** are individuals: 1) whose information or credentials are monitored by the Software; and/or 2) who use the reporting console.

47.4 **Virtual users** are users simulated in the software to test the load on the SAP system.

Remaining Metrics – V

48. VALUES

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

48.2 **HANA SAP Application Value (HSAV)** is the sum of prices for licensed SAP Software and Third Party Software, excluding those SAP Software and Third Party Software identified in the list of prices and conditions that do not contribute to the HANA SAP Application Value. For the purposes of this definition, “price” can refer to

Existing installed base

“Price” is defined as the net value for previously licensed HSAV relevant SAP and Third Party Software. The net value of the SAP and Third Party Software is derived from the applicable software contract(s) for the HSAV relevant SAP Software and Third Party Software as follows: The net value for previously licensed HSAV relevant SAP and Third Party Software will be calculated based on the respective list price less volume discounts less (in case) special discounts. For clarification purposes: However, any migration discount or credit e.g. will not be deducted from the list price.

Net New & Subsequent Purchases

“Price” is defined as the list price for HSAV relevant Software and Third Party Software licensed in the current Order Form. In this case the calculated HANA Limited Runtime Edition fee will be discounted by the average deal discount of the current order form for internal recalculation purposes. The HANA Limited Runtime Edition fee is not further discountable after applying the average deal discount. SAP HANA products still are non-discountable.

Remaining Metrics - W

None listed.

Remaining Metrics - X

None listed.

Remaining Metrics - Y

None listed.

Remaining Metrics - Z

None listed.

EXHIBIT 3 - PACKAGE RESTRICTIONS

1. Sap Business Suite and Enterprise Foundation

1.1 Embedded Analytics

Where Customer holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals licensed as SAP Professional or Limited Professional Users under the Software Agreement to

a) view, interact and refresh Crystal Reports, Dashboards content and Lumira storyboards embedded with such licensed Package(s) and

b) Use the SAP BI Platform and/or SAP Lumira Server, as delivered with such licensed Package(s), solely to enable the viewing, interacting and refreshing of the Crystal Reports and Lumira storyboards content embedded with such licensed Package(s) (collectively **"Embedded Analytics Limited Use Right"**).

Packages That Include Embedded Analytics Limited Use Right:

- SAP ERP
- SAP SCM
- SAP Transportation Management
- SAP Extended Warehouse Management
- SAP SRM
- SAP CRM
- SAP Environment, Health and Safety
- SAP Manufacturing Integration and Intelligence
- Embedded SAP BusinessObjects Enterprise

1.2 Embedded SAP BusinessObjects Enterprise

Where Customer holds a valid Package License for any of the below Package(s), such Package License shall include the right for individuals to view, interact, refresh and modify the content embedded with such licensed Package(s).

Packages That Include Embedded SAP BusinessObjects Enterprise:

- SAP Contact Center
- SAP Identity Management

1.3 SAP Human Capital Management

Usage of any integration software and content provided with the SAP HCM software and applicable to an integration between SAP HCM and SuccessFactors' Business Execution Software ("BizX") is permitted only with SAP HCM and a valid, current contract for SuccessFactors BizX.

2. S/4HANA PACKAGES

2.1 General terms for S/4 HANA Packages

S/4HANA Packages shall only be deployed on a SAP HANA database installation (collectively **"S/4HANA Installation"**). Only S/4 HANA Packages (and no other Software) shall be deployed on a S/4HANA Installation.

For clarity, the preceding sentence only applies to software licensed from SAP, its affiliates and or its authorized distributors and resellers.

- S/4HANA Packages are not licensed for Use with any third party runtime database.
- For the avoidance of doubt, the "Deployment and Communication Rights and Restrictions" set forth in this SUR apply to S/4HANA Packages.

2.2 SAP S/4HANA Compatibility Packs

"S/4HANA Compatibility Pack" shall mean an S/4HANA compatible copy of the Software shown in the "Classical Solution" column of the Matrix (the list of applicable Software located as an attachment in SAP note 2269324:

https://me.sap.com/notes/2269324)

The S/4HANA Compatibility Pack may be Used by Customer as, and in accordance with the terms of, an S/4HANA Package. Such Use is further subject to the following:

a) Customer must have a license to Use :

- such Software in the Classical Solution column of the Matrix and
- the prerequisite shown on the Matrix.

b) So long as the Software in the Classical Solution Column of the Matrix is licensed solely for Use and deployment of the applicable S/4 HANA Compatibility Pack on an S/4HANA Installation, no Named User licenses are required for such Classical Solution. S/4HANA Compatibility Packs may only be Used until the applicable expiration date shown on the Matrix.

2.3 S/4HANA Enterprise Management

Customer has a license for SAP ERP in order to have the right to Use the ERP Compatibility Pack.

S/4HANA Enterprise Management includes the following Runtime Software: SAP Information Lifecycle Management **("ILM").** Use of ILM is limited solely to SAP ILM Retention Manager and ILM Store components only for

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ,

b) blocking and deleting personal data within a specified time period or at the end of a specified time period.

2.4 S/4HANA Enterprise Management for Professional use

Use is allowed by the number of individuals included in the Licensed Level who are authorized to use all of such individual's operational, system administration and management roles supported by the Software for Customer's internal business purposes.

2.5 S/4HANA Enterprise Management for Functional use

includes the rights associated with S/4HANA Enterprise Management for Productivity use.

Use is allowed by the number of individuals included in the Licensed Level:

a) who are employees of Customer`s Business Partners authorized to perform any role supported by the Software in accordance with the license grant set forth in the GTC or Software License Agreement, or

b) who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:

- Supply Chain (Goods Movement, Inventory Analytics & Control, Returnable Packaging Logistics, Warehouse Management, Delivery Management, Available to Promise, Transportation Management, Physical Inventory Handling, Handling Unit Management, Batch Management, Serial Number Management, Business Process Scheduling)
- Manufacturing (Material Requirements Planning, External Processing, Production Execution, Outsourced Manufacturing, Just-in-time Manufacturing, Kanban, Production Control, Repetitive Manufacturing, Quality Planning, Quality Improvement, Quality Inspection, Manufacturing Analytics, Capacity Planning, Discrete Manufacturing, Process Manufacturing, Product Structure, Production Infrastructure, Production Processes, Production Scheduling)
- Asset Management (Maintenance Planning, Maintenance Execution, Maintenance Demand Processing)
- R&D (Project Financial Controls, Project Logistics Control, Variant Configuration, Product Development Foundation)
- Service (Warranty Management, Service Request Management, Service Order Management, Service Fulfilment, Service Billing , Customer Engagement, Service Contract Management, Service Parts Fulfillment, Service Monitoring and Analytics, Service and Maintenance Plan, Technical Assets, Structures and History, In-House Repair Service Task Lists and Catalogs, Complaints Management, Service Execution, Service Planning and Dispatching, Service Parts Warehousing, Periodic Billing Prodesses).
- Sales (Sales Quotation Management, Sales Contract Management, Sales Order Management and Processing, Price Management, Incentive and Commissions Management, Opportunity Management, Sales Lead Management, Activity Management, Account and Contact Management, Sales Master Data Management, Sales Billing, Solution Billing, Sales Rebates Management, Claims, Returns and Refund Management, Sales Monitoring and Analytics, Solution Portfolio Management, Solution Quotation Management, Sales Planning and Monitoring)
- Human Resources (Organizational Structure Management, Time Sheet Management,Reimbursement Management)
- Sourcing and Procurement (Self-Service Requisitioning, Advance Management, Corporate Card Management, Expense Reporting, Travel Booking Management, Travel and Expense Analytics)
- Enterprise Information Management (Master Data Maintenance)
- Display Use Rights
- Approval Use Rights

2.6 **S/4HANA Enterprise Management for Productivity use:**

Use is allowed by the number of individuals included in the Licensed Level who are employees of Customer authorized to use the following Solution Capabilities supported by the Software:

- Supply Chain (Goods Movement, Warehouse Management, Delivery Management, Available to Promise, Transportation Management, Physical Inventory Handling, Handling Unit Management, Batch Management, Serial Number Management, Business Process Scheduling)
- Service (Service Execution)
- Asset Management (Maintenance Demand Processing, Maintenance Execution)
- Manufacturing (Material Requirements Planning, Production Execution, Production Control)
- Human Resources (Organizational Structure Management, Time Sheet Management Reimbursement Management)
- Sourcing and Procurement (Self-Service Requisitioning,Advance Management,Corporate Card Management, Expense Reporting, Travel Booking Management, Travel and Expense Analytics)
- Display Use Rights
- Approval Use Rights

2.7 **S/4 HANA Developer access:**

Use is allowed by the number of individuals included in the Licensed Level who are authorized to access the development tools provided with the licensed S/4HANA Enterprise Management Software for the purpose of making ABAP Modifications and/or Add-ons to any S/4HANA Packages.

2.8 **S/4HANA Central Finance, central finance foundation ("S/4HANA Central Finance"):**

includes the following Runtime Software: SAP Application Interface Framework.

2.9 **SAP S/4 HANA Incentive and Commission Management:**

does not include agent portfolio assignment, liability management, actual commissioning and cancellation reserves, portfolio and liability transfer processes.

2.10 **SAP S/4 HANA for subscription billing:**

If SAP S/4 HANA for subscription billing shall be 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 prerequisite for such Use is, that Customer obtains 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. SAP shall assume no responsibility or liability of any kind, which arises out of Customer's failure to obtain a license from Freedom Wireless permitting such Use.

SAP Billing, CRM component is required for the use of SAP S/4 HANA for subscription billing and should be deployed on a separate installation from S/4 HANA installation. The

included convergent charging functionality in SAP Billing, CRM component may only be used if SAP S/4 HANA for subscription billing is licensed.

2.11 SAP S/4HANA for energy utilities meter data management and operations, SAP S/4HANA for energy utilities bill-to-cash management, SAP S/4HANA for water utilities meter data management and operations, SAP S/4HANA for water utilities bill-to-cash management: The Software includes mobile components that can solely be used:

a) as a runtime for SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/orSAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management, and
b) for customers' extensions and enhancements to SAP S/4HANA for energy utilities meter data management and operations and/or SAP S/4HANA for energy utilities bill-to-cash management and/or SAP S/4HANA for water utilities meter data management and operations and/or SAP S/4HANA for water utilities bill-to-cash management.

The SAP Multichannel Foundation for Utilities includes any users necessary for SAP Gateway access.

2.12 **SAP S/4HANA Enterprise Portfolio and Project Management, professional:**

includes runtime functionality of planning application kit, SAP Lumira Designer and SAP Lumira Server.

2.13 **SAP S/4HANA Enterprise Portfolio and Project Management, standard:**

includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts. It also includes runtime functionality of Planning Application Kit, SAP Lumira Designer and SAP Lumira, server.

2.14 **SAP S/4HANA for O&G secondary distribution management:**

SAP S/4HANA for O&G secondary distribution management includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold. When licensed with SAP S/4HANA for O&G retail fuel network operations, the total license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" remains up to 50,000 BOEPD sold.

2.15 **SAP S/4 HANA for O&G retail fuel network operations:**

SAP S/4HANA for O&G retail fuel network operations includes a license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" for up to 50,000 BOEPD sold. When licensed with SAP S/4HANA for O&G secondary distribution management, the total license of the industry package "SAP S/4HANA Oil & Gas for hydrocarbon management" remains up to 50,000 BOEPD sold.

2.16 **SAP S/4HANA Finance for treasury and risk management:**

Use of SAP S/4HANA Finance for treasury and risk management is limited to a maximum of one 100 active, investment-related security classes in the securities area*. In case a

larger number of security classes are required, SAP Financial Asset Management for Insurance must be licensed.

*In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

2.17 SAP S/4HANA for financial asset management provides usage rights to administrate securities-, money market-, foreign exchange- and derivative instruments and performs corresponding subledger accounting activities according several legislations in parallel.
Loans Management and Statutory Reporting is not included in the solution and has to be licensed as separate add-ons**.**
2.18 SAP S/4HANA for financial asset management, loans add-on provides usage rights to administrate loans for the purpose of insurance asset management or corporate treasury. It performs corresponding subledger accounting activities according several legislations in parallel.
SAP S/4HANA Cloud for financial asset management, private edition does not provide use rights for banking business.
2.19 SAP S/4HANA for financial asset management, statutory reporting add-on provides generic tools for insurance companies to use as a basis for fulfilling the relevant country-specific legal requirements for financial asset management. It also provides the content required to comply with specific requirements laid down by the German regulatory authority (BaFin).

2.20 **SAP Business Integrity Screening for S/4HANA:**

Customer is allowed to create new tables and new views (database views, analytical views, projection views, attribute views, calculation views, etc.) on the database as long as they are used in the context of the SAP Business Integrity Screening for S/4HANA solution (e.g. to setup rules which access these tables/views).

2.21 **SAP S/4HANA R&D for Enterprise Product Engineering:**

Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage .

2.22 **SAP S/4HANA R&D for Enterprise Product Formulation:**

standard includes rights to view, track status and release master data objects including change records, master recipes, document information records and bills of material. In addition, users can view objects created in recipe development including specifications, recipes and any attached documents.

2.23 **SAP Knowledge Accelerator Bundle for S/4HANA:**

may be used to meet Customer´s employee training needs and may not be used by or on behalf of any third party. Notwithstanding any other provision of the Training Schedule, User license metrics of Knowledge Acceleration may not be transferred to other individuals, even if the original user is no longer permitted access to Knowledge Acceleration. If an individual

is no longer employed by Customer, Customer may transfer such individual's User license count to another user.

2.24 **Sales and Service Order Execution for B2B and B2C for S/4HANA:**

is licensed for Use to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Cloud Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

2.25 **Sales and Service Order Execution for B2C for S/4HANA**

is licensed for Use by Consumers to place and process Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

2.26 **Purchase Order Execution for S/4HANA:**

is licensed for Use to create and process Purchase Orders in licensed SAP S/4HANA Enterprise Management Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Non-SAP Application(s)" means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

2.27 **SAP S/4HANA Oil & Gas for upstream hydrocarbon accounting and management:**

Use of the Runtime Software SAP Manufacturing Integration and Intelligence is restricted to upstream production, scheduling, allocation, and maintenance only.

2.28 **SAP S/4 HANA Oil & Gas for upstream contracts management:**

Upstream Contracts Management and Upstream Oil and Gas, which include Joint Venture Accounting functionality, also include limited use rights for SAP Document and Reporting Compliance. The license to use SAP Document and Reporting Compliance is limited to use within the reporting scope of Upstream Contracts Management and Upstream Oil and Gas licenses. Any use beyond the reporting scope of Upstream Contracts Management and Upstream Oil and Gas requires SAP Document and Reporting Compliance to be fully licensed separately.

2.29 **SAP Tax, Benefits, and Payment Processing for Public Sector for S/4HANA:**

includes any users necessary for SAP Gateway access. To implement the solution Customer must also license SAP Tax, Benefits, and Payment Processing for Public Sector for CRM and deploy it on a separate installation from the S/4 HANA installation. Use is restricted to the usage of following capabilities of SAP CRM: Application processing, Debt and enforcement management, Benefit and deduction decision making, Enrollment and declaration processing, Case management, Grantor front-office processes, Financial customer care and dispute management

2.30 **SAP Tax Compliance for S/4HANA**

includes the following Runtime Software:

- SAP Lumira Discovery
- SAP BusinessObjects Enterprise, limited to 5 Users per block of Licensed Metric for the Software

2.31 **SAP Business Partner Screening for S/4HANA:**

includes the following Runtime Software:

SAP Lumira Discovery

2.32 **SAP S/4HANA for Advanced Variant Configuration, standard:**

includes rights to configure e.g. sales orders using the SAP Fiori-based advanced configurator for materials using configuration profiles of mode “Advanced Variant Configuration” and create material variants for materials using configuration profiles of mode “Advanced Variant Configuration”.

2.33 **SAP OpenHub for S/4HANA:**

For purposes of SAP OpenHub for S/4HANA, **“SAP BW”** means the SAP Business small

functionality included in SAP S/4HANA Enterprise Management, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into non-SAP software applications in an asynchronous, non-real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees or SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section, “asynchronous extraction” means downloading data in bulk (i.e. not in response to a real-time Named User or system-generated reporting Query) for analytical purposes. Notwithstanding anything to the contrary, provided Customer also has a valid license for SAP S/4HANA Digital Access,

a) humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a “Named User” or “Users” of SAP S/4HANA Enterprise Management, and

b) non-humans (e.g. bots, sensors, chips, devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as “Named User(s)” or “User(s)” of SAP S/4HANA Enterprise Management.

2.34 **SAP S/4HANA, supply chain integration add-on for SAP Integrated Business Planning**

may only be used to facilitate the integration of SAP S/4HANA with other SAP Software.

2.35 **PLM system integration for SAP S/4HANA** is included in SAP S/4HANA and may only be used to integrate with SAP Enterprise Product Development. Usage of PLM system integration for SAP S/4HANA with other systems requires separate licensing.

2.36 **SAP S/4HANA Digital Access:**

2.36.1 This Package grants

a) humans a license to Use S/4HANA Enterprise Management ("S/4 EM") through Non-SAP Application(s) that is/are directly integrated to S/4 EM without the need to be licensed as a "Named User" and/or "User" of S/4 EM and

b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use S/4 EM directly or through Non-SAP Application(s) that is/are directly integrated to S/4 EM and without the need to be licensed as a "Named User" and/or "User" of S/4 EM (collectively, "Digital Access of S/4 EM").

2.36.2 **Solely for purposes of SAP S/4HANA Digital Access:**

a) S/4 EM shall not include SAP Business Warehouse Software.

b) S/4 EM shall include SAP ERP Foundation Starter S/4HANA Compatibility Pack for the period in which Customer otherwise has the right to Use such Compatibility Pack under this Agreement.

c) **"Non-SAP Application(s)"** means:

i. any technologies Customer owns and/or for which Customer has secured an appropriate license/subscription from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM, and further excluding when used as a User Interface for S/4 EM); and/or

ii. SAP Technology Solutions.

d) **"User Interface(s)"** means any technologies that

iii. Customer owns and/or for which Customer has secured an appropriate license/subscription and

iv. is/are used to develop/manage user interaction features and characteristics for S/4 EM.

2.36.3 Solely for clarity regarding S/4 EM licensing requirements under a contract, User Interfaces for S/4 EM shall be deemed part of S/4 EM and therefore require human users Using S/4 EM via such User Interfaces to have a "Named User" and/or "User" license for S/4 EM, as applicable.

a) **"SAP Technology Solution(s)"** means SAP NetWeaver Foundation for Third Party Applications, SAP Business Technology Platform (excluding when used solely as a Connectivity App between an SAP Application and S/4 EM), SAP Signavio Solutions and SAP Process Insights (including any renamed, prior and/or successor versions of any of the foregoing made generally available by SAP if any, but excluding when any of the foregoing are used as a User Interface for S/4 EM).

b) **"Connectivity App(s)"** means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.

c) **"SAP Application(s)"** means all Packages (i.e. all Software and Third Party Software) licensed under a Software Contract and/or SAP cloud services for which Customer has a valid subscription, excluding User Interfaces for S/4 EM, SAP Technology Solutions and all database Packages.

2.36.4 All Digital Access of S/4 EM will be licensed based exclusively upon the number of Documents created annually by such Digital Access of S/4 EM. Documents are unique records (i.e. unique digital line-items/objects) as defined in the respective "Document

Definitions" in the Metric for the "Documents for SAP S/4HANA Digital Access" in this List of Prices and Conditions (PKL). Each Document shall count as (1) Document, except for Material Documents and Financial Documents which shall each count as (0.2) of a Document. However, where the automated processing in S/4 EM of a Document from 1 Document Type results in the subsequent creation in SAP S/4 EM of 1 or more additional Documents of different Document Type(s), such additional Documents shall not be counted.

2.36.5 Where a Non-SAP Application is connected to S/4 EM via a Connectivity App, such Non-SAP Application is still deemed directly integrated to S/4 EM for purposes of this provision. Any humans and/or non-humans Using S/4 EM through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to S/4 EM do not need to be licensed as a "Named User" and/or "User" of S/4 EM.

2.37 **SAP S/4HANA for financial products subledger, banking option**:

Use of SAP S/4HANA for financial products subledger, banking option is limited to functionality and processes for subledger accounting for financial instruments.

2.38 **SAP S/4HANA for financial products subledger, insurance option, standard edition:**

Use of SAP S/4HANA for financial products subledger, insurance option, standard edition includes the functionality and processes for the subledger accounting for insurance contracts only. The software component "SAP Profitability and Performance Management" is not included this version.

2.39 **SAP Assurance and Compliance Software (ACS) for S/4HANA (included Applications: Business Integrity Screening, Tax Compliance & Audit Management:**

Data replication from another source system leveraging a third party database requires a full-use license for that source database. A runtime database license sold by SAP is not sufficient.

2.40 **S/4HANA Insurance for policy management, standard edition:** The software components msg Product Manager Quattro and the Auto add-on by msg are not included in this version.

2.41 **SAP S/4HANA for card management:**

includes the following Runtime Software: SAP S/4 HANA for loans management (TRBK), foundation, SAP S/4 HANA for loans management (CML), foundation, SAP S/4HANA for collaterals management, foundation, SAP S/4HANA for deposits management, foundation, SAP S/4HANA for capital yield tax, foundation, SAP S/4HANA for payments centralization, foundation;all to be used only in conjunction with SAP S/4HANA for card management.

2.42. **SAP Payroll Processing for SAP S/4HANA:**

A license to an equivalent number of Users of SAP S/4HANA Core HCM or SAP SuccessFactors Employee Central is a prerequisite for SAP Payroll Processing for SAP S/4HANA. If such prerequisite is satisfied by an active subscription to SAP SuccessFactors Employee Central, then during the Cloud Subscription Term, Customer may use the enhanced master data and configuration functionality within SAP S/4HANA Core HCM for the sole purpose of processing payroll and completing related local country regulatory compliance transactions that cannot be completed by SAP SuccessFactors Employee Central ("Limited Core HCM Functionality"). Any use of SAP S/4HANA Core HCM beyond

the Limited Core HCM Functionality, including but not limited to use of Organization and Position Management, Benefits Management, Work Schedule Management, and Absence Management, requires a separate license to SAP S/4HANA Core HCM.

2.43. **SAP S/4HANA Supply Chain for Transportation Charge Management;**

SAP S/4HANA Supply Chain for Transportation Planning & Execution; and SAP Transportation Management for T&L on SAP S/4HANA: These packages include SAP Event Management on SAP S/4HANA, but use of SAP Event Management on SAP S/4HANA is limited to transportation processes covered by SAP Transportation Management, such as the tracking of freight orders and freight units

2.44. **SAP S/4HANA for energy utilities bill-to-cash management** includes the following runtime software: SAP S/4HANA for Advanced Variant Configuration.

2.45. **S/4HANA Utilities for customer engagement** includes the following runtime software: SAP S/4HANA for Advanced Variant Configuration.

2.46. **SAP S/4HANA for water utilities bill-to-cash management** includes the following runtime software: SAP S/4HANA for Advanced Variant Configuration.

2.47. **SAP S/4HANA for water utilities meter data management and operations** includes the following runtime software: SAP S/4HANA for Advanced Variant Configuration.

3. S/4HANA THIRD PARTY RESELLING:

3.1 **SAP Archiving and Document Access by OpenText for SAP S/4HANA:**

Use is defined as access by employees and contractors who directly use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for Data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as the Customer has licensed the minimum number of Document Access users.

3.2 **SAP Archiving and Document Access by OpenText, limited access option for SAP S/4HANA, SAP Extended ECM by OpenText, limited access option for SAP S/4HANA**

Each of Customer´s Users are limited to 52 Login Days per year. A “Login Day” means a day with 1 or more logins to the software by such user.

4. ERP

4.1 **Purchase Order Execution:**

Purchase Order Execution **(“POE“)** is licensed for Use (excluding by employees of Customer) to create and process Purchase Orders in licensed ERP Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of POE does not require a Named User license. Non-SAP Application(s)” means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

4.2 **Sales and Service Order Execution for B2B and B2C:**

Sales and Service Order Execution for B2B and B2C (“SOE B2B/C“) is licensed for Use (excluding by employees of Customer) to place and process Orders in licensed ERP

Software through licensed SAP Business Technology Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2B/C does not require a Named User license. “Non-SAP Application(s)” means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

4.3 **Sales and Service Order Execution for B2C:**

Sales and Service Order Execution for B2C (“SOE B2C“) is licensed for Use by Consumers to place and process Orders in licensed ERP Software through licensed SAP Cloud Platform (inclusive of any authorized applications running thereupon) and/or Non-SAP Application(s). Use of SOE B2C does not require a Named User license. “Non-SAP Application(s)” means any technologies, other than licensed Package(s), for which Customer has secured an appropriate license from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors.

4.4 **SAP Digital Access:**

This Package grants

a) humans a license to Use SAP ERP **(“ERP”)** through Non-SAP Application(s) that is/are directly integrated to ERP without the need to be licensed as a “Named User” of ERP and b) non-humans (e.g. bots, sensors, chips, devices, etc.) a license to Use ERP directly or through Non-SAP Application(s) that is/are directly integrated to ERP and without the need to be licensed as a “Named User” of ERP (collectively, “Digital Access of ERP”).

4.4.1 Solely for purposes of SAP Digital Access:

a) ERP shall not include SAP Business Warehouse Software.

b) **“Non-SAP Application(s)”** means:

i. any technologies Customer owns and/or for which Customer has secured an appropriate license/subscription from an entity other than SAP, SAP SE, and/or any of its/their subsidiaries and/or distributors (excluding when used solely as a Connectivity App between an SAP Application and ERP); and further excluding when used as a User Interface for ERP; and/or

ii. SAP Technology Solutions.

c) **“User Interface(s)”** means any technologies that

iii. Customer owns and/or for which Customer has secured an appropriate license/subscription and is/are

iv. used to develop/manage user interaction features and characteristics for ERP. Solely for clarity regarding ERP licensing requirements under a contract, User Interfaces for ERP shall be deemed part of ERP and therefore require human users Using ERP via such User Interfaces to have a “Named User” and/or “User” license for ERP, as applicable.

d) **“SAP Technology Solution(s)”** means SAP NetWeaver Foundation for Third Party Applications, SAP Business Technology Platform (excluding when used solely as a Connectivity App between an SAP Application and ERP), SAP Signavio Solutions and SAP Process Insights (including any renamed, prior and/or successor versions of any of the foregoing made generally available by SAP if any but excluding when any of the foregoing are used as a User Interface for ERP.

e) **“Connectivity App(s)”** means any integration technology whose primary function is to directly connect disparate applications to enable the direct communication and/or management of data between such disparate applications by/through such integration technology.

f) **“SAP Application(s)”** means all Packages (i.e. all Software and Third Party Software) licensed under a Software Contract and/or SAP cloud services for which Customer has a valid subscription, excluding User Interfaces for ERP, SAP Technology Solutions and all database Packages.

4.4.2 All Digital Access of ERP will be licensed based exclusively upon the number of Documents created annually by such Digital Access of ERP. Documents are unique records (i.e. unique digital line-items/objects) as defined in the respective “Document Definitions” in the Metric for the “Documents for SAP Digital Access” in this List of Prices and Conditions (PKL). Each Document shall count as (1) Document, except for Material Documents and Financial Documents which shall each count as (0.2) of a Document. However, where the automated processing in ERP of a Document from Document Type results in the subsequent creation in ERP of or more additional Documents of different Document Type(s), such additional Documents shall not be counted.

4.4.3 Where a Non-SAP Application is connected to ERP via a Connectivity App, such Non-SAP Application is still deemed directly integrated to ERP for purposes of this provision. Any humans and/or non-humans Using ERP through application(s) that is/are integrated to a Non-SAP Application that is directly integrated to ERP do not need to be licensed as a “Named User” of ERP.

4.5 **SAP Enterprise Risk and Compliance Management, risk management and Bank Communication Management:**

may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement.

4.6 **SAP Treasury and Risk Management:**

Use of SAP Treasury and Risk Management is limited to a maximum of a hundred (100) active, investment-related security classes in the securities area*. In case a larger number of security classes are required, the Industry Package SAP Financial Asset Management for Insurance has to be licensed.

*In the SAP system each security (e.g. stocks) is a class. The class data includes all the structure characteristics of a security. Since the creation of transactions and the management of positions in the transaction manager are based on product types, each class needs to be assigned to a product type.

4.7 **SAP (EHS Management, Environment, Health and Safety; SAP EHS Management, Product Safety; SAP EHS Management, Product and REACH compliance**

SAP only warrants the functional scope of the aforementioned products. However, SAP does not warrant or guarantee regulatory compliance of these products. Implementation of these products in accordance with regulatory compliance requirements is within the responsibility of Customer.

SAP also provides for free publicly available information to support business processes of calculations and reporting, herein called content, within the EHS Management,

Environment, Health, and Safety software product. SAP does not warrant the accuracy of this content or that Customer will obtain any specific results from the use of the content. SAP only warrants that SAP has used reasonable business care in collecting and compiling the content. SAP does not provide any support Services for this content, especially SAP is not obliged to provide any updates for such content.

4.8 SAP EHS Management, Environment, Health and Safety

CustomerIndividuals who utilize the incident management functionality of SAP EHS Management, Environment, Health and Safety solely to enter data for initial incident reporting and to provide data for incident investigations license a Named User license. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP EHS Management including incident processing, investigation, and performance and regulatory reporting. SAP EHS Management, environment, health, and safety does not include rights to SAP EHS Management, Product Safety and SAP EHS Management, Product REACH and Compliance.

The SAP EHS Management, Environment, Health and Safety may require an additional component downloaded from a third party mobile application store. Each additional component is subject to its respective license agreement. The SAP EHS Management, Environment, Health and Safety includes mobile platform functionality.

4.9 SAP Quality Issue Management

Customer need not for individuals who Use SAP Quality Issue Management solely to enter data for initial incident reporting and to provide data for incident investigations (open and close incidents) license Named User licenses. Such data entry may occur asynchronously (off-line) via the Adobe Interactive Form tool, synchronously (on-line) by direct interaction with the SAP system, or via mobile devices. This exception applies only to incident management data entry use, and does not apply to any other uses of the incident management functionality or any other functionality of SAP Quality Issue Management.

4.10 SAP Management of Change

A named user license is not required for employees, contractors, and business partner users that interact with SAP Management of Change solely to create a change request. This exception applies only change request creation, and does not apply to the use of any other functionality of SAP Management of Change including approvals.

5. LINE OF BUSINESS

5.1 Track & Trace and Extended Warehouse Management:

Customer need not license for Business Partners of Customer accessing Track & Trace and Extended Warehouse Management solutions solely to view the tracking status and report event messages a SAP Named User license.

5.2 SAP Transportation Management/SAP Transportation Management for T&L:

External users provide or view information to SAP Transportation Management/SAP Transportation Management for T&L as part of the planning, execution or settlement of

freight within SAP TM. External users include Customers, vendors, employees of business partners or drivers employed by the Customer. External users do not require a SAP Named User License. This includes any user necessary for SAP Gateway access.

5.3 **SAP Manufacturing Execution (ME):**

includes SAP Manufacturing Integration and Intelligence (MII) as Runtime Software solely for use in integrating ME to Customer´s SAP system.

5.4 **SAP Customer Engagement and Commerce (CEC):**

5.4.1 Customer need not to license Named User license for Use of the following CEC Packages:

a) SAP CRM Sales
b) SAP CRM Service
c) SAP CRM Marketing
d) SAP CRM Loyalty Management
e) SAP Sales and Service Order Execution for B2C
f) SAP Sales and Service Order Execution for B2B & B2C
g) SAP Contact Center
h) SAP Trade Promotion Planning and Management
i) SAP Advanced Analytics for Trade Management
j) SAP Customer Business Planning
k) SAP Configure, Price and Quote for product configuration
l) SAP Configure, Price and Quote for solution sales configuration
m) Desktop Connection for SAP CRM – enterprise edition

5.4.2 Use of the following SAP Billing related Packages does not require a Named User license:

a) SAP Billing
b) SAP Billing, charging
c) SAP Billing, invoicing
d) SAP Billing, customer financials
e) SAP Billing, flexible solution billing
f) SAP Billing, mediation by DigitalRoute

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

a) SAP Digital Documents by OpenText, first 200 units
b) SAP Digital Asset Management by OpenText
c) SAP Digital Asset Management by OpenText, limited access option
d) SAP CRM Sales; SAP CRM Service; SAP CRM Marketing

5.5 **SAP CRM Sales; SAP CRM Service; SAP CRM Marketing:**

Use of SAP CRM Sales, SAP CRM Service and SAP CRM Marketing packages is limited to use by Customer only to run Customer´s and its Affiliate internal business operations.

5.6 **SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; SAP CRM Marketing, Limited Access:**

Licensing of SAP CRM Sales, Limited Access; SAP CRM Service, Limited Access; or SAP CRM Marketing, Limited Access allows ´sCustomer Business Partners to access the SAP CRM Sales; SAP CRM Service; or SAP CRM Marketing package respectively, in accordance with the terms of the Software Agreement.

5.7 **SAP Billing, charging; SAP Billing:**

If SAP Billing, charging and SAP Billing 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 Customer 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 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.

5.8 **SAP Enterprise Product Engineering Package:**

Use of collaborative product development and product structure synchronization functionality is limited to product development functionality. Use of SAP 3D Visual Enterprise Generator is limited to 1 core of usage. Any Use in excess of the foregoing will require licensing of the full use version of SAP 3D Visual Enterprise Generator.

5.9 **SAP Enterprise Product Formulation Package:**

Use of collaborative product development and product structure synchronization functionality is limited to recipe development functionality.

5.10 **SAP Yard Logistics:**

includes Runtime Software of SAP's Extended Warehouse Management (EWM) for sole Use with SAP Yard Logistics. Use of SAP Extended Warehouse Management excludes Use of processes based on inbound or outbound deliveries, material flow system related functionality, as well as stock-keeping processes (other than Transportation Unit and Yard related processes).

5.11 **SAP ERP, supply chain integration add-on for SAP Integrated Business Planning:**

may only be used to facilitate the integration of ERP with other SAP Software. PLM system integration for SAP ERP is included in SAP ERP and may only be used to integrate with SAP Enterprise Product Development. Usage of PLM system integration for SAP ERP with other systems requires separate licensing.

5.12 **SAP Extended Sourcing and SAP Contracts Lifecycle Management:**

includes the following Runtime Software: SAP BusinessObjects Enterprise, to be used only in conjunction with SAP Extended Sourcing and SAP Contracts Lifecycle Management.

5.13 **SAP Enterprise Portfolio and Project Management, standard:**

includes right to view project and portfolio information, use analytical capabilities, approve projects, phases and decision points, fill out questionnaires, provide input for financial and capacity planning, view and confirm assigned tasks and report project efforts. It also includes runtime functionality of Planning Application Kit, SAP Lumira Designer and SAP Lumira, Server.

5.14 **SAP Enterprise Portfolio and Project Management, professional:**

includes runtime functionality of Planning Application Kit, SAP Lumira Designer and SAP Lumira, Server.

5.15 **SAP Visual Enterprise:**

SAP 3D Visual Enterprise Generator, *SAP 3D Visual Enterprise View Edition Generator and Optional Add-Ons***.** The SAP Visual Enterprise Software (f/k/a Right Hemisphere) licensed hereunder may include certain third party open source and/or other free download components (collectively, the "Free Download Components"). Please refer to http://www.righthemisphere.com/oslicenses.html for certain notices relating to the Free Download Components. Notwithstanding anything to the contrary, an individual accessing any licensed SAP Visual Enterprise Software solely to view output files therefrom shall not be required to hold an SAP Named User license. SAP Visual Enterprise Viewer software is made available to Customers of licensed Visual Enterprise Generator, Visual Enterprise Access and/or Visual Enterprise Author software at no additional license fee.

5.16 SAP Contact Center

includes the following Runtime Software: SAP BusinessObjects Web Intelligence and SAP Lumira Server which excludes the following rights:

a) Creation of a new Lumira document using Lumira Server

b) modification of existing Lumira documents using Lumira Server

5.17 **SAP ERP limited runtime edition**

may only be Used to the extent necessary to operate other Software licensed by Customer under the Agreement, provided SAP Documentation indicates such other Software technically requires the functions of SAP ERP in order to operate such other Software. Use of SAP ERP limited runtime edition does not require a Named User license. SAP ERP limited runtime edition is only available to S/4HANA Software Customer´s.

6. INDUSTRY PORTFOLIO

6.1 **SAP Tax, Benefits, and Payment processing for Public sector:**

includes any user necessary for SAP Gateway access.

A Named User License for Tax, Benefits, and Payment Processing for Public Sector is not needed for external users representing the contact (e. g. taxpayer or tax accountants on behalf of the taxpayer accessing the system for online filing and payments), unless they are working on behalf of the Customer (e. g. a job assessor...)

6.2 **Regulatory Reporting by iBS, Accounts; Regulatory Reporting by iBS, Derivatives; Regulatory Reporting by iBS, P/C/S Cashflow; Regulatory Reporting by iBS, Retail Cashflow:**

Licensed iBS software may only be Used to support Customer´s German, Austrian and/or Swiss business operations.

6.3 **SAP Business Integrity Screening:**

includes the following Runtime Software: (i) SAP Lumira Discovery and (ii) read-only access to Automated Predictive Libraries (APL) and Predictive Analytics Integrator (PAI). When the Software is used with Limited HANA Runtime, HANA Studio and WEB IDE may be used for application specific data modeling, including, but not limited to, table creation and extensions.

6.4 Cerner i.s.h.med from SAP, core bundle:

may not be deployed in, or used or accessed by any individuals located in: Afghanistan, Albania, Algeria, Monaco, South Sudan, Sweden, or the United States of America.

6.5 **SAP Budgeting for Public Sector:**

includes the following Runtime Software: SAP Business Planning and Consolidation version for SAP NetWeaver (planning only).

6.6 **SAP Mobile Inclusive Banking, SAP Omnichannel Banking, digital legal person option, SAP Omnichannel Banking, digital natural person option**

The referenced Mobile Apps includes mobile platform functionality for use with the Mobile Apps.

SAP Customer Profitability Analytics

a) includes the following Runtime Software: read-only access to:
b) Automated Predictive Libraries (APL); and
c) Predictive Analytics Integrator (PAI).

6.8 **The SAP Predictive Maintenance and Service, add on for utilities:**

is not designed to process personal data.

6.9 **SAP S/4HANA livestock procurement:** includes the following Runtime Software: SAP Agricultural Contract Management for S/4HANA.

7. THIRD PARTY RESELLING

7.1 **SAP LoadRunner by Micro Focus (“LR”):**

Customer´s use of the LR software is limited solely to testing or monitoring pre-production SAP Software (including any and all software required to operate the particular SAP Software, further including the SAP Software’s associated operating systems, databases, application servers, etc) only in quality assurance and similar non-production environments, and may only be used on a single server.

7.2 **SAP Archiving and Document Access by OpenText (“DA”):**

Use is defined as access by employees and contractors who use the SAP Software components e.g. enterprise scan, business process views, full text search, etc. and/or store or retrieve documents on the OpenText Archive Server. Support for data archiving and access of archived data as well as support for SAP Information Lifecycle Management is included for the licensed entity as long as Customer has licensed the minimum number of

SAP Document Access by Open Text users.

7.3 **SAP SucccessFactors Extended Enterprise Management by OpenText:**

is limited for use in the context of SAP SuccessFactors and HR scenarios/employee related-documents

7.4 **SAP Extended ECM for Government by OpenText ("xECM for Government** is limited to use by government entities. For this purpose, 'government' means the governing body of a political unit such as a nation, state or community. It is the body that establishes or administers laws or regulations and exercises the political direction and control of the affairs of the political unit. It excludes any organization that provides goods or services that are offered by the private sector in any western democratic country, such as utilities, banks, mining, and also excludes any quasi-governmental or quasi-public corporations or entities. xECM for Government contains a limited use license of SAP Document Presentment by OpenText ("DP"), SAP Document Presentment by OpenText, add on for business correspondence ("DP add-on"), and SAP OCR functionality that must only be used in conjunction with the xECM for Government solution. Broader usage of these components requires separate additional licensing. DP and DP add-on are limited to 100,000 transactions per year. The OCR functionality is an optional component that is compatible only with Microsoft SQL Server Database, and is limited to 1,000,000 pages per year. When Customer´s licenses Software for internal users according to this metric, the license includes the right for individuals/citizens external to the Cusstomer`s organization (i.e. other than employee, contract worker and outsourcer), to upload or download content/documents that are stored by the OpenText Solution, but such use is restricted to use directly related to the governmental use authorized above. Use in any other capacity by individuals/citizens external to the Customer`s organization is prohibited.

7.5 **SAP Archiving and Document Access by OpenText, Limited Access option, SAP Extended ECM by OpenText, Limited Access option:**

Each of Customer´s Users are limited to 52 Login Days per year. A "Login Day" means a day with 1 or more logins to the software by such user.

7.6 **SAP Enterprise Asset Management, S/4HANA add-on for MRO by HCL, base package:**

includes 100 professional and 400 standard users.

8. SAP NetWeaver

8.1 General terms applicable to use of SAP Netweaver

8.1.1 Adapters are only available with a SAP NetWeaver PI license and are licensed for a defined release of a backend system or protocol. Maintenance for adapters covers the support of connectivity to a backend system or compliance to a protocol specification at that given release at the time of licensing. It is within SAP's sole discretion to extend the use rights of an adapter (either partly or fully) to a higher release of the respective backend system or protocol. This applies to change of version of protocols as well.

8.1.2 Provided Customer has licensed an SAP software component based on SAP NetWeaver, Customer shall have rights to SAP Fiori and SAP Screen Personas. SAP Fiori and SAP Screen Personas software usage rights are included in the respective SAP NetWeaver Software components to the extent of Customer´s licensed use rights for such SAP prerequisite components.

8.1.3 Provided Customer has licensed an SAP software component based on SAP NetWeaver, Customer shall have rights to Use the following Runtime Software: SAP Information Lifecycle Management (**"ILM"**). Use is limited to SAP ILM and ILM Store components only for

a) storing and archiving files to filesystem, Hadoop, HANA, and IQ,
b) blocking and deleting personal data within a specified time period or at the end of a specified time period. This runtime license excludes use of any other capabilities of SAP Information Lifecycle Management.

8.1.4 **SAP NetWeaver Foundation Runtime License:**

An application-specific runtime license of SAP NetWeaver Foundation is included with all Software Package licenses provided that SAP NetWeaver is delivered with the software. This runtime license grants the Customer the right to Use SAP NetWeaver Foundation only with

a) the licensed SAP application (including customization),
b) Modifications
c) Add-Ons to the SAP application that do not access the information contained in the database of the SAP applications, and
d) third party applications that do not access the information contained in the database of the SAP applications.

Customer´s Developer Users may Use the tools included in SAP NetWeaver Foundation runtime license only for the development of these Modifications and Add-Ons described above. Customer´s Use of the Planning Application Kit to develop planning applications that leverage in-memory processing of core planning functions requires a separate license for the applicable version of SAP Business Planning and Consolidation.

8.2 **SAP NetWeaver OpenHub:**

For purposes of SAP Netweaver OpenHub, **"SAP BW"** means the SAP Business Warehouse functionality included in SAP ERP, and does not include other Business Warehouse products such as SAP BW4/HANA. With this license, data may be exported out of SAP BW into non-SAP software applications in an asynchronous, non real-time manner. Once data is asynchronously extracted to non-SAP software, there are no additional license fees for SAP Named Users required, provided the use of such data does not result in any updates to and/or trigger any processing capabilities of any licensed Software. For the purposes of this Section "asynchronous extraction" means downloading data in bulk (i.e., not in response to a real-time Named User or system-generated reporting query) for analytical purposes. Notwithstanding anything to the contrary, provided Customer also has a valid license for SAP Digital Access, humans may Use SAP BW through non-SAP software to export data out of SAP BW in a real time manner without the need to be licensed as a "Named User" of SAP ERP, and (b) non-humans (e.g. bots, sensors, chips,

devices, etc.) may Use SAP BW directly or through non-SAP software to export data out of SAP BW in a non-real-time or real time manner without the need to be licensed as “Named User(s)” of SAP ERP.

8.3 **SAP Enterprise Master Data Management:**

For all Enterprise Master Data Management scenarios based on SAP NetWeaver Master Data Management products, a SAP Professional Named User license is required for users maintaining MDM data.

Since MDM may be deployed at ERP/ECC and share the same persistency layer it’s critical to distinguish active and inactive records. The license only assumes charging for the former and the latter may come in a few flavors:

a) If an object is marked for deletion in ERP/ECC before MDM is deployed then it is considered inactive and not counted for the license blocks.
b) If an object is marked for deletion in ERP/ECC after MDM is deployed then it is considered active and counted for the license blocks.
c) If a Customer developed a custom solution for the “other” domain and loads some data to MDM then prior to loading the Customer should create a definition of inactive records and specify what field(s) mark such records. The marked for deletion objects are not counted for the license blocks. If there is no such a definition then all the objects are considered active.
d) If an object is physically deleted from MDM or archived then it is not counted for the license blocks.

8.4 **SAP Identity Management:**

may be used by Customer to integrate Customer´s SAP applications as part of an application-specific runtime license of SAP NetWeaver Foundation. Customer is allowed to use SAP Lumira Discovery Runtime Software.

8.5 **SAP Process Orchestration, Edge edition premier option:**

includes the rights to use SAP Process Orchestration and SAP Data Integrator, Edge edition. Each 1 Core license of SAP Process Orchestration, Edge edition premier option includes the rights to 1 Concurrent Session of SAP PowerDesigner EnterpriseArchitect, fifty (50) Users of SAP Single Sign-On and 50 Users of SAP Identity Management. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, premier option may be installed and Used, excluding SAP Sybase PowerDesigner EnterpriseArchitect, SAP Single Sign-On, and SAP Identity Management which do not count against total Cores. The Use of SAP Process Orchestration, Edge edition, premier option is limited to a maximum of 8 Cores.

8.6 **SAP Process Orchestration, Edge edition, standard option:**

includes the rights to use SAP Process Orchestration. Each one (1) Core license of SAP Process Orchestration, Edge edition, standard option includes the rights to one (1) Concurrent Session of SAP PowerDesigner EnterpriseArchitect. The total number of Cores licensed represents the maximum total cumulative Cores on which all of the Software included in SAP Process Orchestration, Edge edition, standard option may be installed and Used, excluding SAP PowerDesigner EnterpriseArchitect which does not count against

total Cores. The Use of SAP Process Orchestration, Edge edition, standard option is limited to a maximum of 8 Cores.

8.7 **SAP Landscape Management:**

Customer acknowledges and agrees that it is Customer´s responsibility to ensure that it has all necessary third party license rights required to clone and/or copy an environment using this software, and Customer has obtained and will maintain all such license rights necessary to use the functionality described herein, including without limitation the license right to operate the target system landscape after cloning and/or copying. Without limiting the materiality of other provisions of the Software Agreement, the parties agree that any violation by Customer of third party license rights in this respect will be a material breach of the Software Agreement. Licenses for SAP Landscape Management must be assigned to a specific SAP system id, and can only be reassigned to a different system id once in a 1-month period.

8.8 **SAP Information Lifecycle Management ("ILM"):**

includes a restricted runtime license of SAP Landscape Transformation, Replication Server ("SLT") ILM includes a restricted runtime license of 4 cores of SAP IQ to be used solely as a data store for ILM.

8.9 **Productivity Apps:**

Productivity Apps are any Customer owned/licensed application, provided such apps:

a) are only used by an individual to support 1 or more of the following self service functions on behalf of himself or herself (predefined reports, travel planning, expense reporting, procurement, room reservation, employee time, employee attendance, employee records maintenance, employee directory, employee benefits, employee appraisals, employee talent and skills profiles) (the "Self Service Functions"); and

b) any interfacing of such apps with the Software and/or Third party Software licensed under the Software Contract is limited to the extent necessary to support the Self Service Functions. Important Notice: The Use of Productivity Apps may require licenses for NetWeaver Foundation for Third Party Applications. A direct access to a database (including but not limited to Oracle and/or Microsoft databases) or the information contained therein may require Full Use licenses for that database. It is Customer´s responsibility to secure all appropriate rights from any applicable licensor(s).

8.10 **SAP NetWeaver Foundation for Third Party Applications:**

8.10.1 The SAP NetWeaver Foundation for Third Party Applications license grants the Customer, in addition to the SAP NetWeaver Foundation runtime license, the right to Use the SAP NetWeaver Foundation for Third Party Applications Software with

a) Add-Ons to the SAP application that access the information contained in the database of the SAP applications , and

b) third party applications that access the information contained in the database of the SAP applications.

Important Notices:

8.10.2 Add-Ons and third party applications that solely contain functionality for system administration, monitoring and management do not require a license for SAP NetWeaver Foundation for Third Party Applications.

8.10.3 Access to the information contained in a database (including but not limited to Oracle and/or Microsoft databases) may require Full Use licenses for that database. It is Customer´s responsibility to secure all appropriate rights from any applicable licensor(s).

8.10.4 (*)Customer´s Developer Users may Use the tools included in SAP NetWeaver Foundation for Third Party Applications license for the development of these Add-Ons described above.

8.10.5 Mixing Core-base and user-based license metrics for SAP NetWeaver Foundation for Third Party Applications is not permitted. Customer`s must decide the first time they purchase or license SAP NetWeaver Foundation for Third Party Applications which license metric (user-based or Core-based) they will use.

9. SAP BUSINESS OBJECTS

9.1 Non-Productive Use:

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

10. SAP BUSINESSOBJECTS BUSINESS INTELLIGENCE SOLUTIONS

10.1 SAP BusinessObjects Business Intelligence:

10.1.1 SAP Business Objects Enterprise (user), and SAP BusinessObjects Enterprise (CS) include 1 Concurrent Session license of SAP PowerDesigner EnterpriseArchitect and the following Runtime Software:

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

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

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

10.1.2 SAP BusinessObjects Web Intelligence (user), and SAP BusinessObjects Web Intelligence (CS) include runtime license to use SAP BusinessObjects BI SDK. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP

BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

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

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

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

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

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

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

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

c) Use of the Web Intelligence Rich Client

d) Use of the SAP Lumira desktop client and

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

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

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

b) Use of the Web Intelligence Rich Client

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

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

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

c) Use of the Web Intelligence Rich Client; and
d) Use of Analysis edition for Microsoft Office with the SAP NetWeaver platform.

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

10.1.10 SQL Anywhere. Customer´s license rights for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence include a runtime license for the SQL Anywhere database.

11. SAP ENTERPRISE INFORMATION MANAGEMENT SOLUTIONS

11.1 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.

11.2 SAP Data Services:

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

11.3 SAP Data Services, enterprise edition:

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

11.4 SAP Data Integrator, premium edition:

SAP PowerDesigner EnterpriseArchitect does not count against total Cores. SAP Data Integrator, premium edition includes 5 Concurrent Sessions of SAP PowerDesigner EnterpriseArchitect.

12. SAP ENTERPRISE PERFORMANCE MANAGEMENT

12.1 Enterprise Performance Management Professional Edition Packages

12.1.1 The Enterprise Performance Management Professional Edition Packages (“EPM Professional Ed.”) include the following:

a) SAP Business Planning & Consolidation, version for SAP Netweaver, professional edition
b) SAP Business Planning & Consolidation version for SAP NetWeaver (planning only), professional edition

12.1.2 The Enterprise Performance Management Standard Edition Packages ("EPM Standard Ed.") includes the following:

a) SAP Business Planning & Consolidation, version for SAP NetWeaver, standard edition
b) SAP Business Planning & Consolidation, version for SAP NetWeaver (planning only), standard edition

12.1.3 EPM Standard Ed and EPM Professional Ed packages are to be licensed whenever data extraction to third party systems is required, with the exception of use cases involving data extraction in the form of static reports (i.e. PDF), where no license is needed.

12.1.4 The EPM Standard Ed. and EPM Professional Ed. include the following Runtime Software:

a) SAP BusinessObjects Business Intelligence Platform which is limited to use of the following:
b) use of the Central Management Server ("CMS") to authenticate and/or authorize users for the applications;
c) use of the Central Management Console ("CMC") to administer user rights and privileges as they pertain to the applications.

12.2 **Enterprise Performance Management Standard Edition Packages:**

Use is limited to

a) direct input and/or editing of quantitative and qualitative data into the application;
b) execution of existing reports or creation of reports on existing data structures;
c) execution of changes to workflow tasks; and
d) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.

12.3 **SAP Business Planning and Consolidation, version for SAP NetWeaver (planning only) only:**

may be used solely for the creation and calculation of budget, plan, or forecast data (forward looking data). The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.

12.4 **SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only):**

12.4.1 include the following Runtime Software:

a) SAP BW/4HANA
b) SAP Business Planning and Consolidation, version for SAP NetWeaver which can be deployed only in an SAP S/4HANA deployment

12.4.2 SAP Business Planning and Consolidation, version for SAP BW/4HANA and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only) are to be licensed whenever data extraction to third party systems is required, with the exception of use cases involving data extraction in the form of static reports (i.e. PDF), where no license or needed.

12.5 **SAP Business Planning and Consolidation, version for SAP BW/4HANA, Standard Ed. and SAP Business Planning and Consolidation, version for SAP BW/4HANA (planning only), Standard Ed:**

Use is limited to:

a) direct input and/or editing of quantitative and qualitative data into the application;

b) execution of existing reports or creation of reports on existing data structures;

c) execution of changes to workflow tasks; and

d) viewing data, except that users accessing the package through an interface are limited to viewing data only. Consolidation functionality is limited to running controls on data submitted by Licensed users. Planning functionality is limited to performing planning tasks only on existing models.

12.6 **SAP Planning and Consolidation, version for SAP BW/4HANA license (planning only):**

may be used solely for the creation and calculation of budget, plan, or forecast data. The calculation and reporting of the consolidated financial results of a group of companies or for separate financial statement reporting where the application is being used to calculate and report investments at equity, applying generally accepted accounting concepts related to accounting for business combinations and / or equity accounting for investments is not permitted.

13. SAP GOVERNANCE, RISK AND COMPLIANCE SOLUTIONS

13.1 **SAP Governance, Risk and Compliance Solutions:**

13.1.1 The following SAP Governance, Risk and Compliance (GRC) solutions include SAP BusinessObjects Enterprise as Runtime Software.

- SAP Process Control
- SAP Risk Management
- SAP Enterprise Risk and Compliance Management,
- SAP GTS (all editions)
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)

13.1.2 The following SAP Governance, Risk and Compliance (GRC) solutions include SAP Crystal Reports, SAP BusinessObjects Enterprise as Runtime Software:

- SAP Process Control
- SAP Risk Management

- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP Enterprise Risk and Compliance Management
- SAP GTS (all editions)
- SAP Access Control
- SAP Access Control for S/4HANA
- SAP Tax Compliance
- SAP Tax Compliance for SAP S/4HANA

13.1.3 The following SAP Governance, Risk and Compliance (GRC) solutions are limited (regardless of how many blocks of GRC are licensed) to 10 Users of the Following Runtime Software: SAP BusinessObjects Enterprise as Runtime Software:

i. SAP Access Control
ii. SAP Access Control for S/4 HANA

13.1.4 The following SAP Governance, Risk and Compliance (GRC) solutions include the following Runtime Software:

i. SAP Lumira Discovery.
ii. SAP Identity Management

13.1.5 The following SAP Governance, Risk and Compliance (GRC) solutions include Runtime Software of SAP Lumira Server which excludes the following rights: (i) Creation of a new Lumira document using Lumira Server and (ii) Modification of existing Lumira documents using Lumira Server:

- SAP Process Control
- SAP Risk Management
- SAP Process Control for S/4HANA
- SAP Risk Management for S/4HANA
- SAP GTS, Export
- SAP GTS, Import
- SAP GTS, Trade Preferences
- SAP GTS, Bundle
-
- SAP Audit Management
- SAP Business Integrity Screening
- SAP Business Integrity Screening for S/4HANA
- SAP Audit Management for S/4HANA
- SAP GTS, processing trade in China
- SAP Enterprise Risk and Compliance Management

13.2 SAP Tax Compliance, SAP Tax Compliance for S/4 HANA:

SAP Tax Compliance includes the following Runtime Software:

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

13.3 **SAP Business Partner Screening, SAP Business Partner Screening for S/4 HANA:**

SAP Business Partner Screening includes the following Runtime Software:

- SAP Lumira Discovery

13.4. **SAP GTS edition for HANA, Export; and SAP GTS edition for HANA, Bundle:** include restricted-party screening capabilities for both import and export.

14. SAP BUSINESSOBJECTS SOLUTIONS FOR SMEE

14.1 **SAP Data Services, Edge edition and Data Integrator, Edge edition (Edge EIM Solutions:**

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

14.2 **SAP BusinessObjects BI, Edge edition (BI Edge):**

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

a) SAP IQ and

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

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

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

14.2.4 Certain functions of BI Edge are only supported with a User license metric, not with a Concurrent Session license (refer to “Concurrent Session Limitations” in Section 10.1.6). The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the

purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

14.3. SAP BusinessObjects Business Intelligence, Edge edition:

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

14.3.2. Certain functions of SAP BusinessObjects Business Intelligence, Edge edition are only supported with a User license metric, not with a Concurrent Session license (refer to "Concurrent Session Limitations" in Section 10.1.8).The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of connecting data accessed via SAP BusinessObjects semantic layers or documents with third party products is prohibited without the written consent of SAP. The use of any SAP BusinessObjects BI SDK in any commercial software product for the purposes of converting SAP BusinessObjects content or metadata to third party products is not allowed.

14.4 SAP BW/4HANA

includes the following Runtime Software: SAP Landscape Transformation, enterprise edition.

15. SAP CRYSTAL

15.1 **Use Rights for All SAP Crystal Products**

15.1.1 Definitions

15.1.1.1 **"SAP Crystal Software"** is defined to be the following products: SAP Crystal Reports, SAP Crystal Server, SAP Crystal Reports Server and SAP Crystal Dashboard Design

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

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

15.1.2 **SAP Crystal Software Usage** Customer 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.

15.1.3 **Desktop SAP Crystal Software Usage:** With the exception of Connected Presentations, and subject to Section 7.2.8, Customer 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 Customer complies with the following requirements:

a) the output files reside outside of the Software and do not Use the Software;
b) Customer remains solely responsible for support, technical or other assistance, required or requested by anyone receiving such output files;
c) Customer does not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

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

e) Customer shall secure the end user's ("End User") consent to terms substantially similar to the terms set forth in Section 15.2.7.

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

15.1.5. Use of Screenshots and wordmarks for SAP Crystal software. Customer 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) Customer´s use may not be obscene or pornographic, and Customer may not be disparaging, defamatory, or libelous to SAP, any of its software, or any other person or entity.

c) Customer´suse may not directly or indirectly imply SAP sponsorship, affiliation, or endorsement of Customer´sproduct or service.

d) Customer may not use the screen shot in a comparative advertisement

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

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

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

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

i) If Customer´use includes references to a SAP Software, Customer must use the full name of the Software.

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

15.2 **SAP Crystal Reports runtime product**

15.2.1 **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.

15.2.2 **Definitions:**

15.2.2.1 **"Client Application"** means an application developed by Customerthat 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.

15.2.2.2**“Internal Installation”** or **“Internally Install”** means installing into production Client Applications and/or Server Applications on 1 or more computers within Customer´scompany or organization only in connection with Customer´s internal business purposes.

15.2.2.3**“Distribution” or “Distribute”** means selling, leasing, licensing or redistributing Client Applications and/or Server Applications to third party end users external to Customer´s company or organization.

15.2.2.4**“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.

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

15.2.3 **Usage**

Customermay 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 Customerdevelops, as described in the following sections.

15.2.4 **Internal Installation of Client Applications and Server Applications:**

Licensor grants Customer a personal, nonexclusive, limited license to Internally Install the Runtime Product with Client Applications and Server Applications.

15.2.5 **Distribution of Client Applications:**

Subject to Customer´s compliance with all of the terms herein, including without limitation section 15.2.7, Licensor grants Customera personal, nonexclusive, limited license to Distribute Client Applications.

15.2.6 **Distribution of Server Applications:**

Subject to Customer´s compliance with all of the terms herein, including without limitation section 15.2.7, Licensor grants Customera personal, nonexclusive limited license to Distribute Server Applications to third parties provided that the Customer 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 Customer´s licensed copy of Crystal Reports.

15.2.7 **Runtime Product Distribution Requirements**

If Customerdistributes the Runtime Product to third parties pursuant to sections 15.2.5 or 15.2.6, Customer shall comply with the following requirements:

a) Customerremains 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) Customerdoes not use the name, logo, or trademark of Licensor, or the Software, without prior written permission from SAP;

c) Customerwill 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) Customershall 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) Customershall secure the end user's ("End User") consent to terms substantially similar to the following:

i. End User agrees not to modify, disassemble, decompile, translate, adapt or reverse-engineer the Runtime Product or the report file (.RPT) format;

ii. End User agrees not to distribute the Runtime Product to any third party or use the Runtime Product on a rental or timesharing basis or to operate a service bureau facility for the benefit of third-parties;

iii. End User agrees not to use the Runtime Product to create for distribution a product that is generally competitive with SAP's product offerings;

iv. End User agrees not to use the Runtime Product to create for distribution a product that converts the report file (.RPT) format to an alternative report file format used by any general-purpose report writing, data analysis or report delivery product that is not the property of SAP;

15.2.8 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 SOFTWARE AGREEMENT OR IN CONNECTION WITH THE APPLICATION OR RUNTIME PRODUCT.

15.3 **SAP Crystal Server**

15.3.1 **Scope**:

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

15.3.2 **Usage**:

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

15.3.3 **Restrictions**:

For each Deployment, SAP Crystal Server may be installed and used only on a single Server. Customermay not attempt to cluster the system across multiple live Servers. Customercannot 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 User licenses:

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

15.3.3.2 The following content can only be viewed using CSBL licenses:

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

15.3.3.3 The following integration kits are not licensed for use with SAP Crystal Server:

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

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

15.4 **SAP Crystal Reports Server OEM Embedded:**

SAP Crystal Reports Server OEM Embedded (“CRSE”) may only be installed and used on a single Server whether the Software is licensed on a User or Server basis. Customermay not attempt to cluster the system across multiple live Servers. Customercannot use CRSE to access data in SAP applications.

Supplementary Products

16. DIRECTORIES

16.1 **Additional license conditions:**

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

16.1.1 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);

16.1.2 Customer´sare 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 Customer´suse of such Directories).

16.1.3 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; and active maintenance and support agreement for the SAP Data Quality and/or Data/Services Products is required to license or renew Directories subscriptions;

16.1.4 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;

16.1.5 Directories will be updated from time to time: only the current version of an Directory may be used;

16.1.6 SAP may use a software utility mechanism in Directories that imposes time limitations to prevent the use of outdated Directories;

16.1.7 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;

16.1.8 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, no content updates will be provided by SAP hereunder. In no case shall any SAP maintenance or support be provided for the Directories licensed herein.

16.1.9 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 ´sCustomersole remedy will be to receive a refund of fees for the portion of the subscription for which Customeris unable to use such Directories, unless otherwise stated in the Pass-Through Terms.

16.1.10 Directories may only be leveraged during the term in which they are licensed.

16.2. **Licensing Information:**

16.2.1 Directories are sold on an annual 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.

16.2.2 Subscription fees may include charges from domestic or international postal authorities or other data providers.

16.2.3 The Initial Term of this shall be 12 calendar months from the Effective Date of the "Initial Term".

16.2.4 Automatic renewals occur on an annual basis, subject to availability of the licensed Directory on the then current SAP List of Prices and Conditions. Automatic renewals 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.

16.2.5 If an End User chooses not to renew their annual subscription for any Directory, then they must cease use of the Directory at the end of the Term. All copies of the Directories must be deleted and removed from productive use with SAP Data Quality solutions.

16.2.6 Vendor Required Documentation and SAP Directory Questionnaires: SAP's third-party data providers have robust and strict licensing models that require SAP to validate End User use cases and terms, as well as to provide proof of such validation during annual audits of SAP by these vendors. Therefore, for some Directories, including but not limited to UK and Australia Address Directories, SAP requires End Users to complete a Questionnaire prior to licensing the correct Directory options. The Questionnaires include country and licensing-model specific questions, and must be completed and submitted to SAP annually, for the purpose of record-keeping and storage by SAP Legal and may be reviewed (in redacted and anonymized form) by data vendors during audits. SAP Account Executives can provide Questionnaires to End Users. SAP cannot license customers, nor complete the renewal of their annual Directory subscriptions without these valid completed Questionnaires.

16.3 **Limitation of liability:**

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 (12) month period prior to the date of the claim.

17. Database And Technology Portfolio Products (Excluding HANA)

17.1 **Earlier Versions**

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

17.2 **SAP ASE Runtime Edition:**

("ASE") is a runtime database licensed for use by individuals solely in conjunction with their use of applicable Software and/or Third Party Software licensed by Customer from SAP. NetWeaver-based third party add-on's can be run under applicable SAP NetWeaver Foundation for Third Party Applications license. The SAP ASE runtime database may not be used to run any software and/or third party software other than applicable Software and/or Third Party Software licensed by Customer from SAP For purposes of clarification, see the applicable Software and/or Third Party Software Documentation for information regarding release(s) / version(s) supported on the SAP ASE database. SAP ASE runtime database includes replication functionality to be used solely for disaster recovery purposes.

17.3 **SAP Adaptive Server Platform**

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

17.4 **SAP PowerDesigner DataArchitect, Edge edition and SAP PowerDesigner EnterpriseArchitect**

Includes SAP SQL Anywhere database, which may only be Used as the metadata repository for PowerDesigner (where licensed) and for SQL language parsing.

17.5 **SAP Data Intelligence**

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

18. SAP MOBILE

18.1. **Earlier Version:**

Product versions marked as “Earlier Versions” on SAP Service Marketplace may only be downloaded and/or used by Customer´s 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.

18.2. **Mobile enabled:**

SAP Software that is mobile enabled may require an additional component downloaded from a third party mobile application store.

18.3. **The SAP Enterprise Integration for Mobile Apps Software:**

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

19. SAP HANA

19.1. **Definitions:**

19.1.1 “Data Sources”

means any software product(s) and/or database instance(s) for which Customer has secured an appropriate license.

19.2 **SAP HANA, enterprise edition:**

19.2.1 may be Used with an unlimited number of Data Sources, and such Use is subject to the applicable Licensed Level. SAP HANA enterprise edition includes the following Runtime Software:

a) SAP HANA Operation Process Intelligence
b) SAP HANA , information management option
c) SAP HANA , data replication option
d) SAP HANA , data privacy option
e) SAP HANA spatial and graph option
f) SAP HANA predictive option
g) SAP HANA search and text option
h) SAP NetWeaver OpenHub

i) SAP OpenHub for S/4HANA

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

k) SAP ASE database

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

m) SAP Business Warehouse Accelerator

n) SAP IQ database

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

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

19.2.4 SAP IQ database is a runtime database. Use of SAP IQ database is limited to 1 Core per 256GB of memory in the HANA Customer system Customer Use SAP IQ is limited to access by and through SAP HANA , enterprise edition.

19.3 **Deploying multiple SAP HANA tenants:**

If Customer has licensed more than 1 SAP HANA edition, then each SAP HANA edition license type may only be deployed in its own unique HANA tenant database within a HANA system. Use of System Database and Cockpit tenants on a HANA system is limited solely to administration tasks.

19.4 **SAP HANA, runtime Edition for SAP NetWeaver BW (”HANA Runtime for BW”) licensed by HANA SAP Application Value:**

19.4.1 HANA Runtime for BW is a database licensed solely to support Customer´s Use of SAP Business Warehouse (SAP BW) and Use is limited to communications between SAP BW and HANA Runtime for BW.

The HANA Runtime for BW license includes the following Runtime Software:

a) SAP HANA Platform;

b) SAP Business Warehouse Accelerator;

c) SAP Near-line storage for SAP BW (NLS for BW);

d) SAP HANA Rules Framework;

e) SAP HANA native storage extension.

19.4.2 HANA Runtime for BW may support an unlimited number of Data Sources and unlimited use of SAP Business Warehouse Accelerator, subject to the applicable Licensed Level. SAP HANA Platform includes the HANA Studio, Cockpit and Web IDE components. Use of the SAP HANA Studio, Cockpit Web IDE components; and SAP Business Application

Studio (BAS) is limited solely to administering, monitoring and creating custom views for the SAP BW instance. All reporting must be performed via the SAP BW Software or via custom views created using HANA Studio Web IDE, or BAS. Such custom views may be accessed by SAP BI tools.

19.4.3 NLS for BW includes a runtime license of: SAP IQ solely for Use with SAP BW.

19.4.4 All data modeling, loading, distribution, creation and extension of data structures, including tables and virtual tables via Smart Data Access used in HANA Runtime for BW must be performed via SAP BW Software.

19.4.5 Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:

a) SAP HANA, enterprise edition
b) SAP HANA, standard edition
c) SAP Cloud Platform, SAP HANA service
d) SAP HANA Cloud
e) SAP Datasphere

19.4.6 In the event that Customer´s additional licensing of SAP Software or Third Party Software changes the HANA SAP Application Value, Customer shall be obliged to license the respective additional quantity of HANA Runtime for BW.

19.5 **SAP HANA, Limited Runtime edition for Applications HANA Apps Only ("Limited HANA Runtime"):**

is licensed solely for Use with any of the Customer´s SAP HANA Related Apps below, and solely to the extent such SAP HANA Related Apps are licensed by Customer in accordance with the terms herein. SAP HANA Related Apps may be used with an appropriately licensed SAP Business Warehouse (BW) instance. Use of BW is limited to the context of the SAP HANA Related App for reporting and analysis.

19.5.1 SAP HANA Related Apps:

a) SAP Advanced Trade Management Analytics, version for SAP BW/4HANA
b) SAP Customer Business Planning, version for SAP BW/4HANA
c) SAP Trade Promotion Planning and Management, version for SAP BW/4HANA
d) SAP Innovation Management
e) SAP Intelligent Business Operations bundle
f) SAP Demand Signal Management, version for SAP BW/4HANA
g) SAP Enterprise Threat Detection
h) SAP Tax Declaration Framework for Brazil
i) SAP Audit Management
j) SAP Product Lifecyle Costing
k) SAP Tax Compliance
l) SAP Business Partner Screening
m) SAP Transportation Resource Planning
n) SAP Transportation Resource Planning for T&L

o) SAP Tax Intelligence and Management by All Tax, IRPJ CSLL ISS Trabalhista

p) SAP Sales Insights for Retail

q) retail promotion analyzer

19.5.2 Runtime Software Rights. The Limited HANA Runtime license includes the following Runtime Software:

a) SAP HANA Platform;

b) SAP Data Integrator ('DI");

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

d) SAP Landscape Transformation replication server ("SLT");

e) SAP ASE database;

f) SAP Business Warehouse Accelerator;

g) SAP Near-line storage for SAP BW (NLS for BW)

h) SAP HANA Rules Framework

i) SAP HANA, data privacy option.

j) SAP HANA predictive option;

lk SAP HANA spatial and graph option;

l) SAP HANA search and text option;

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

n) SAP HANA native storage extension.

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

19.5.4 Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:

a) SAP HANA, enterprise edition

b) SAP HANA, standard edition

c) SAP Cloud Platform, SAP HANA service

d) SAP HANA Cloud

e) SAP Datasphere

19.5.5 Use of the SAP HANA Studio, Cockpit, Web IDE components, and SAP Business Application Studio (BAS) is limited solely to administering, monitoring and creating custom views for the Limited HANA Runtime database instance. All reporting must be performed via the SAP HANA Related App or via custom views created using HANA Studio; Web IDE, or BAS. Such custom views may be accessed by SAP BI tools.

19.5.6 NLS for BW includes a runtime license of SAP IQ solely for Use with SAP BW.

19.5.7 **SAP BusinessObjects Enterprise and SAP Business Intelligence on Limited HANA Runtime:**

When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, Limited HANA Runtime may be used

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

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

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

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

19.5.9 The license fee Limited HANA Runtime is calculated on the basis of the HANA SAP Application Value for Customer´s. Customer shall pay additional license fees for Limited HANA Runtime in the event Customer´s HANA SAP Application Value for the SAP HANA Related Apps increases.

19.5.10 Customer acknowledges that Customer may have to install a Limited HANA Runtime-compatible release of the HANA Related App in order to enable certain business functions or provide configuration as described above. Future releases of Limited HANA Runtime developed for Use with SAP HANA Related Apps may not be compatible with current releases and may not be available via the respective SAP Support offering. Technical migration from SAP HANA Related Apps to another release of the SAP HANA Related App to be used separately from Limited HANA Runtime database and/or to another database offering may not be possible.

19.6 **SAP HANA data privacy option:**

Use is limited solely to the SAP HANA Data Masking Engine, SAP HANA Data Anonymization Engine, Column Encryption, and Shared SAP Business Application Authorizations.

19.7 **SAP HANA information management option:**

Includes SAP HANA Smart Data Integration and Smart Data Quality.

19.8 **SAP HANA predictive option:**

Use is limited solely to the HANA PAL/R engine, Automated Predictive Library (APL) and TensorFlow integration.

19.9 **SAP HANA data replication option:**

Includes the following Runtime Software: SAP Data Integrator, SAP Landscape Transformation Replication Server (“SLT”), and SAP SQL Anywhere Advanced Edition. Use of such Runtime Software shall be limited solely to extracting data from Data Sources into SAP HANA or between multiple HANA database instances. Use of SAP SQL Anywhere Advanced Edition shall be limited solely to exchanging data between Data Sources and SAP HANA.

19.10 **SAP HANA search and text option:**

Use is limited solely to the SAP HANA Search Engine and Text Analysis Engine.

19.11 **SAP HANA spatial and graph option:**

Use is limited solely to the SAP HANA Spatial Engine and Graph Engine.

19.12 **SAP HANA , active/active read-enabled option:**

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

19.13 **SAP HANA, active/active read-enabled option for HANA runtime:**

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

19.14 **SAP Near-line storage for SAP BW and SAP BW/4 HANA:**

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

19.15 **SAP HANA runtime edition for applications and SAP BW licensed by HANA SAP Application Value:**

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

19.15.1 **REAB Runtime Software Rights:**

The HANA REAB license includes the following Runtime Software:

a) SAP HANA Platform;
b) SAP Data Integrator ('DI");
c) SAP Smart Data Integration ("SDI");
d) SAP Landscape Transformation replication server ("SLT");
e) SAP ASE database;
f) SAP Business Warehouse Accelerator;
g) SAP Near-line storage for SAP BW and SAP BW/4HANA;
h) SAP HANA Rules Framework;
i) SAP HANA data privacy option.
j) SAP HANA predictive option;
k) SAP HANA spatial and graph option;
l) SAP HANA search and text option;
m) SAP HANA Smart Data Quality ("SDQ");
n) SAP HANA native storage extension.

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

19.15.3 Customer may export data, using licensed SAP tools, solely to be used within 1 or more of the following:

a) SAP HANA, enterprise edition
b) SAP HANA, standard edition
c) SAP Cloud Platform, SAP HANA service
d) SAP HANA Cloud
e) SAP Datasphere

19.15.4 Use of the SAP HANA Studio, Cockpit, Web IDE components, and SAP Business Application Studio (BAS) is limited solely to administering, monitoring and creating custom views for the HANA REAB database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio; Web IDE, or BAS. Such custom views may be accessed by SAP BI tools.

19.15.5 **SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on REAB:** When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, HANA REAB may be used:

a) as a database for the Central Management Server (CMS) repository,
b) as an audit database for the BI Platform, and
c) as a platform by the SAP BusinessObjects Design Studio runtime for SAP HANA component.

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

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

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

as used separately from HANA REAB and/or to another database offering may not be possible.

19.16 **SAP HANA runtime edition for applications and SAP BW-Partial licensed by HANA SAP Application Value ("HANA REAB-Partial"):**

The license fee for HANA REAB-Partial is calculated on the basis of the HANA SAP Application Value for Customer´s HANA REAB Supported Software (defined below).

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

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

a) SAP HANA Platform;
b) SAP Data Integrator ('DI");
c) SAP Smart Data Integration ("SDI");
d) SAP Landscape Transformation replication server ("SLT");
e) SAP ASE database;
f) SAP Business Warehouse Accelerator;
g) SAP Near-line storage for SAP BW and SAP BW/4HANA;
h) SAP HANA Rules Framework;
i) SAP HANA data privacy option.
j) SAP HANA predictive option;
k) SAP HANA spatial and graph option;
l) SAP HANA search and text option;
m) SAP HANA Smart Data Quality ("SDQ");
n) SAP HANA native storage extension.

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

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

a) SAP HANA, enterprise edition

b) SAP HANA, standard edition

c) SAP Cloud Platform, SAP HANA service

d) SAP HANA Cloud

e) SAP Datasphere

19.16.5 Use of the SAP HANA Studio, Cockpit, Web IDE components, and SAP Application Studio (BAS) is limited solely to administering, monitoring and creating custom views for the HANA REAB-Partial database instance. All reporting must be performed via the HANA REAB Supported Software or via custom views created using HANA Studio; Web IDE, or BAS. Such custom views may be accessed by SAP BI tools.

19.16.6 **SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence on REAB-Partial:**

When used as a runtime database for SAP BusinessObjects Enterprise and SAP BusinessObjects Business Intelligence, HANA REAB-Partial may be used

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

b) as an audit database for the BI Platform,

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

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

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

19.17 **Terms of use for Twitter API contained within SAP HANA, enterprise edition; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option:**

The following shall apply to SAP HANA, enterprise edition; SAP HANA, runtime edition for applications and SAP BW; and SAP HANA, information management option: Use of the Twitter API is subject to the Third Party Web Service terms contained in Part 2, Section 0 subsection 2.8 of these Use Terms.

19.18 **SAP HANA Cold Data Tiering:**

Includes SAP Data Intelligence components which may solely be used for SAP HANA cold data tiering scenarios. Use is limited to data transfers between SAP HANA and SAP Data Intelligence distributed runtime (Vora) or Vora supported sources. Access and querying of cold tiered data is allowed via the primary HANA system only.

19.19 **SAP HANA Client Software:**

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

into the HANA Client Software default install path.

20 Focused Business Solutions.

20.1 Special support: If licensed Software is identified as a Focused Business Solution ("FBS Software"), special support strategy and conditions apply. SAP Support for FBS Software shall be provided in accordance with the applicable SAP Support terms as amended by the then current support strategy and conditions found at https://support.sap.com/fbs (inclusive of any successor site(s) made known by SAP, the “Strategy & Conditions Site”).

20.2 Strategy & Conditions Site: The Strategy & Conditions Site is hereby amended to include the following terms:

20.2.1 FBS Software requires, as a prerequisite to its Use and installation, a specific version (e.g. release, service level pack, and/or enhancement pack) of certain SAP Software (the “Base Software”), which is identified on the Strategy & Conditions Site and must be separately licensed and installed by Customer.

20.2.2 In the future, should SAP elect, in its sole and exclusive discretion, to make new release(s) of FBS Software commercially available as part of SAP Support, such new release(s) may (a) differ functionally, (b) have different supported language(s) and/or (c) have different Base Software requirements from prior FBS Software release(s).

20.2.3 Mainstream and extended maintenance dates for FBS Software are targets, and therefore subject to change by SAP.

20.2.4 In no event will maintenance or extended maintenance for any FBS Software release be provided following the expiration or termination of mainstream or extended (as applicable) maintenance on the underlying Base Software.

21 Repeatable Custom Solution (“RCS”) Software.

Prerequisite to use: 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://support.sap.com/rcs (the “RCS Strategy & Conditions Site”) and/or the Documentation. Special support strategy and conditions apply for RCS Software. SAP and Customer 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.

Not standard software: 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. Customer must fully test the RCS before using it in live operation. The standard language in which the RCS and its Documentation will be provided is English. SAP reserves the right to release individual versions of the RCS or its Documentation in additional languages. 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.

Conditions for the use of ORACLE® Database Software when licensed from SAP

1. COPYRIGHT

1.1. The comprehensive copyright to Oracle software is the sole property of the Oracle Corporation, Redwood Shores, CA, USA.

1.2. Third party database applications for system administration, monitoring and management may directly access the Oracle database.

1.3. The customer shall only use the Oracle software in connection with the SAP Software and only for the purposes of its own internal data processing which includes access of third party user such as contractor, supply chain vendor or supplier, customer, or third party individual authorized by the customer. It is allowed to customize the SAP software or to create additional functionality, new applications, or to support third party database applications which only interface with them (example: via RFC, BAPI) Third party database applications or new functionality or new applications which may directly access the Oracle database or indirectly access information contained therein are not allowed.

1.4. The customer shall assign the Oracle software only to wholly owned or majority owned subsidiaries. Assignment to competitors of Oracle is prohibited.

1.5. In view of its limited rights of use, the customer shall neither modify, decompile nor reverse engineer the Oracle software except and to the extent that it is expressly permitted by applicable law.

1.6. The Oracle software may only be used in the country or countries for which the customer has acquired a license. The customer hereby undertakes to adhere to all regulations of the US Department of Commerce and the American export authorities.

1.7. The use of Oracle software for the planning, production, control or monitoring of nuclear power stations, air traffic, means of mass transportation or medical equipment is not permitted, unless such use is limited to commercial or purely administrative applications.

1.8. The customer is not entitled to receive the source code for the Oracle software.

2. OTHER CONDITIONS

2.1. The publication of benchmark tests for the Oracle software is not permitted.

Conditions for the Use of the Microsoft SQL-Server Enterprise Edition

Conditions for the Use of the Microsoft SQL-Server when licensed by SAP

IMPORTANT NOTE: These “Conditions for the Use of the Microsoft SQL-Server when licensed by SAP” apply to Microsoft SQL Server Enterprise Edition version 2014 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Enterprise Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

For the purpose of this Section **“Integrated Application”** shall be defined as SAP software integrating the Microsoft SQL Server Database.

The Microsoft SQL Server Database may contain the following software:

“Server Software” provides services or functionality on your server (your computers capable of running the Server Software are “Servers”);

“Client Software” allows an electronic device **(“Device”)** to access or utilize the Server Software.

1. OVERVIEW

1.1. **Software.** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2. **License Model.** The software is licensed by SAP based on the Unified Solution and the number of users of that Unified Solution.

1.3. **Licensing Terminology.**

- **Instance.** You may create an “instance” of the software by executing the software’s setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the “software” in this agreement include “instances” of the software.
- **Run an Instance.** You “run an instance” of the software by loading it into memory and executing 1 or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment (“OSE”).** An “operating system environment” or “OSE” is

  all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

  Instances of applications, if any, configured to run on the operating system instance or part identified above.

  A physical hardware system can have either or both of the following:

  - 1 physical operating system environment;
  - 1 or more virtual operating system environments.
  - A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware

virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

- A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
- **Server**: A ”server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate server.
- **Server Farm:** A “server farm” is any data center or group of data centers owned by you and under your day-to-day operational control.
- **Unified Solution.** A “Unified Solution” means a software application licensed to you by SAP, which includes the software licensed under this agreement, adds significant and primary functionality to such software, and may include software acquired from a third party delivered and licensed by SAP.

2. USE RIGHTS.

Your rights to use the software are set forth in the license granted by SAP to you to use the Unified Solution at specific site(s), to run your internal business operations (including back up and passive disaster recovery), and to provide internal training and testing for such internal business operations, unless and until such license expires or is terminated.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

3.1 Runtime-Restricted Use Software. The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution and only as part of the Unified Solution. The software may not be used either

i. to develop any new software applications;

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution; and/or

iii. as a standalone software application.

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the Unified Solution to create new tables during the Unified Solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the Unified Solution itself.

3.2 SQL Server Reporting Services Map Report Item. Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

3.3 Use of Software Within and Across Server Farms. You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the Unified Solution.

3.4 Outsourcing Company. You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including

operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the Unified Solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that:

i. except for Microsoft Azure, all such server hardware on which the Unified Solution has been installed is and, for the period of time the Unified Solution is installed on such server hardware, remains physically dedicated to you for your own use and

ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.

Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

3.5 Virtualization. With respect to any server for which you have acquired the requisite licenses, you may run any number of instances of the server software in any number of physical and/or virtual OSEs whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).

3.6 Fail-over Server. You may create and maintain passive fail-over instances in a separate OSE for temporary support on a server other than your production server, whether on servers within your server farm or on servers owned and managed by an outsourcing company pursuant to Section 3.4 (above).

3.7 Microsoft Azure

"Qualified license" means a valid support agreement to include Embedded Maintenance with SAP

Subject to a valid support agreement "Qualified License" End User may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios.

Qualified License	Microsoft Azure Data Service	Ratio of Qualified Licenses to Azure v Cores
SQL Server Enterprise	SQL Server Enterprise Virtual Machines	Right to use the software as set forth in the license granted by SAP to you to use the Unified Solution.

End Users will not be charged for the usage of a SQL Server Enterprise Virtual Machines but must still pay for the applicable fees of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable).

4. THIRD PARTY NOTICES.

The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are

included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code, not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashxthat program.

5. INTERNET-BASED SERVICES.

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

6. BENCHMARK TESTING.

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

7. NET FRAMEWORK SOFTWARE

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING

The software includes 1 or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. SCOPE OF LICENSE

The software is licensed, not sold. Unless applicable law gives you more rights, SAP and Microsoft reserve all other rights not expressly granted under this agreement, whether by implication, estoppel or otherwise. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. BACKUP COPY

You may make 1 backup copy of the software media. You may use it only to create instances of the software.

11. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. NOT FOR RESALE SOFTWARE

You may not sell software marked as “NFR” or “Not for Resale.”

13. ACADEMIC EDITION SOFTWARE

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit

14. TRANSFER TO A THIRD PARTY

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the SAP solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. ENTIRE AGREEMENT

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

17. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the SAP from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. NOT FAULT TOLERANT

THE SOFTWARE IS NOT FAULT TOLERANT. SAP HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE

APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON SAP TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

19. NO WARRANTIES BY MICROSOFT

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE SAP AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

20. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

21. FOR AUSTRALIA ONLY

In this paragraph, “goods” refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

Microsoft, SQL Server and Windows are registered trademarks of Microsoft Corporation in the United States and/or other countries.

Conditions for the Use of the Microsoft SQL-Server when previously licensed by Microsoft or Microsoft Distributor

The SAP software containing a copy of the Microsoft SQL-Server, which has been integrated or installed as a component of this SAP software. All Microsoft products are subject to the terms of the Microsoft License Agreement with end users which is included in the software package or the license agreements shipped with the Microsoft SQL-Server. An exception hereto is that the functionality of a Microsoft product as an integrated part of an SAP solution can differ from the functionality of a non-integrated Microsoft product. All inquiries relating to the functionality or performance of the SAP solution with Microsoft products should therefore be addressed to SAP and not to Microsoft. The SAP product does not contain a license for the integrated Microsoft product. You are therefore not entitled to use the copy of the Microsoft SQL-Server contained in this product and you will not receive a license for such use unless you have acquired or otherwise have at your

disposal the same number of client/server licenses as user licenses acquired for the SAP software. By concluding this contract with SAP you represent and warrant that you have previously acquired a Microsoft license for SQL-Server end users and to conclude a corresponding license agreement.

When SAP delivers an updated version of the SAP software containing an updated version of the integrated Microsoft product, the end user is not entitled to use the updated version of the Microsoft product unless he/she has acquired the requisite number of client/server licenses from an authorized Microsoft distributor.

Conditions for Use of Third Party Databases with SAP Business One Software

Deployment of SQL Server 2012 and newer:

a) Outsourcing Company.

You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center ("outsourcing company") to install or cause to be installed the Unified Solution on servers owned, operated, maintained and controlled by the outsourcing company provided that:

i. except for Microsoft Azure, all such server hardware on which the Unified Solution has been installed is and, for the period of time the Unified Solution is installed on such server hardware, remains physically dedicated to you for your own use and
ii. you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms.

Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

b) Microsoft Azure

"Qualified license" means a valid support agreement to include Embedded Maintenance with SAP.

Subject to a valid support agreement "Qualified License" End User may consume the Microsoft Azure Data Services identified in the table below in the indicated ratios.

If an End user wishes to use Azure Hybrid Benefit for SQL Server to consume two or more Microsoft Azure Data Services, one or more Licenses must be allocated for each service.

Qualified License	Microsoft Azure Data Service	Ratio of Qualified Licenses to Azure vCores

SQL Server Standard	SQL Server Standard Virtual Machines	*Right to use the software as set forth in the license granted by SAP to you to use the Unified Solution.*

End Users will not be charged for the usage of a Microsoft Azure Data Service, but they must still pay for the applicable of compute (i.e., the base rate), storage, and back-up, as well as I/O associated with their use of the services (as applicable). End Users may supplement workloads running under Azure Hybrid Benefit for SQL Server with fully metered Azure services.

End User may not concurrently allocate a License to Azure Hybrid Benefit for SQL Server and assign the same License to a Server dedicated to its use, except on a one-time basis, for a period not to exceed 180 days, to allow End User to migrate those workloads to Azure.

End User may reassign Licenses allocated for use with Azure Hybrid Benefit for SQL Server to a Server dedicated to End User provided Licenses must remain allocated for use under this benefit for a minimum of 90 days after a workload is migrated.

Fail-over Rights

When allocating SQL Server Licenses for use with SQL Server Virtual Machines under the Azure Hybrid Benefit for SQL Server, End User may also run passive fail-over Instances on Microsoft Azure in anticipation of a fail-over event. The number of licenses that otherwise would be required to run the passive fail-over Instances must not exceed the number of Licenses required to run the corresponding SQL Server Virtual Machine under the Azure Hybrid Benefit.

Conditions for the Use of Microsoft® SQL Server™ 2017, Standard Edition (Core-based Runtime and Server CAL Runtime) Software

IMPORTANT NOTE: These “Conditions for the Use of the Microsoft SQL Server 2017, Standard Edition” apply to Microsoft SQL Server Standard Edition version 2017 (or subsequent versions) not only for new licenses but also for any prior licenses of Microsoft SQL-Server Standard Edition licensed under an agreement with any SAP entity or SAP authorized reseller.

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (“Licensor”) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, **“Microsoft”)** has licensed the software to the Licensor.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

1.1. **Software:** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2. **License Model:** The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.

1.3. **Licensing Terminology**

- Instance. You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- Run an Instance. You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- Operating System Environment ("OSE"). An "operating system environment" or "OSE" is
  a) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  b) instances of applications, if any, configured to run on the operating system instance or parts identified above.

A physical hardware system can have either or both of the following:one physical operating system environment;

- one or more virtual operating system environments.
- A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.
- A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
- Server: A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- Physical Core: A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.

- **Hardware Thread:** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core:** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License:** To assign a license is to designate that license to a server, device or user as indicated below.

2. USE RIGHTS FOR CORE LICENSE MODEL.

2.1. **Licensing a Server:** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2. **Determining the Number of Licenses Required:** You have two license options:

a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server subject to a minimum of four licenses per processor.

b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3. Assigning the Required Number of Licenses to the Server**.**

a) Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

b) Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4. Running Instances of the Server Software. Your right to run instances of the server ^ software depends on the option chosen to determine the number of software licenses required:

a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

a. Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Documentation Components
- Data Quality Client
- Client Connectivity SDK
- Client Quality Connectivity
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Distributed Replay Controller

2.6. Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 No Client Access Licenses (CALs) Required for Access. Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1. Runtime-Restricted Use Software. Runtime-Restricted Use Software. The software is “Runtime-Restricted Use” software; as such, it may only be used to run the integrated software turnkey application or suite of applications delivered to you by or on behalf of the Licensor (the “Unified Solution”) solely as part of the Unified Solution. The software may not be used either

a) to develop any new software applications,

b) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or

c) as a standalone software application.

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

3.2. Assigning the License to the Server.

a) Initial Assignment. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

b) Reassignment. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.3 Running Instances of the Server Software. For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.4 **Running Instances of the Additional Software:** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Documentation Components
- Data Quality Client
- Client Connectivity SDK
- Client Quality Connectivity
- Client Tools SDK
- Client Tools Backwards Compatibility
- Client Tools Connectivity
- Distributed Replay Client
- Distributed Replay Controller

3.5 Creating and Storing Instances on Your Servers or Storage Media. You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.6 **Client Access Licenses (CALs).**

a) Initial Assignment of CALs. You must acquire and assign a SQL Server 2017 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.
   - You do not need CALs for any of your servers licensed to run instances of the server software.
   - You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
   - Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

b) Types of CALs. There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

c) Reassignment of CALs. You may
   - permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
   - temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1. **SQL Server Platform Selection:** SQL Server Licenses are platform agnostic, and permit deployment and use on Windows or Linux platforms.

4.2. **Alternative Versions and Editions:** In place of any permitted instance, you may create, store and use an instance of any earlier version, lower edition or an earlier version of a lower edition.

- This agreement applies to your use of these other versions or editions in this manner. If the earlier version or edition includes components not covered in this agreement, the terms that are associated with those components in the earlier version or edition apply to your use of them. Microsoft is not obligated to supply any prior or different versions or editions of the software to you.
- The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.3. **Maximum Instances:** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.4. **Multiplexing:** Hardware or software you use to

- pool connections,
- reroute information, or

- reduce the number of devices or users that directly access or use the software (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

4.5 **No Separation of Server Software:** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.6 **SQL Server Reporting Services Map Report Item**: Reporting Services Map Item includes use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use available at http://go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at http://go.microsoft.com/fwlink/?LinkID=248686.

4.7 **Included Microsoft Programs**: The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=298186 Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

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The software requires a key to install or access it. You are responsible for use of the keys assigned to you. You may not share the keys with third parties. You may not use keys assigned to third parties.

7. INTERNET-BASED SERVICES

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

8. BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software.

9. .NET FRAMEWORK SOFTWARE

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software.

10. CANADA

You may stop receiving updates by turning off the automatic update feature or by turning off Internet access. Refer to the product documentation to learn how to turn off updates for your specific device or software.

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- required to debug changes to any libraries licensed under the GNU Lesser Public License that are included with and linked to by the software; make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation; publish the software, including any application programming interfaces included in the software, for others to copy; share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
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- You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
- Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

12. BACKUP COPY

You may make one backup copy of the software media. You may use it only to create instances of the software.

13. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

14. NOT FOR RESALE SOFTWARE.

You may not sell software marked as “NFR” or “Not for Resale.”

15. ACADEMIC EDITION SOFTWARE

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

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The provisions of this section do not apply if you acquired the software in the European Economic Area (EEA) and only transfer it to another person or entity within the EEA, in which case any transfer of the software and the right to use it must comply with applicable law. The first user of the software may transfer it and this agreement directly to another third party as part of a transfer of the Unified Solution. Before the transfer, that party must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

Nothing in this agreement prohibits the transfer of software to the extent allowed under applicable law if the distribution right has been exhausted.

18. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

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This agreement (including the warranty below), and the terms for supplements, updates, Internet-based services and support services that you use, are the entire agreement for the software and support services.

20. APPLICABLE LAW

20.1. **United States:** If you acquired the software in the United States, Washington state law governs the interpretation of this agreement and applies to claims for breach of it, regardless of conflict of laws principles. The laws of the state where you live govern all other claims, including claims under state consumer protection laws, unfair competition laws, and in tort.

20.2. **Outside the United States:** If you acquired the software in any other country, the laws of that country apply.

21. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the party from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

22. NOT FAULT TOLERANT

THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

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IMPORTANT NOTICE: AUTOMATIC UPDATES TO PREVIOUS VERSIONS OF SQL SERVER. If this software is installed on servers or devices running any supported editions of SQL Server prior to SQL Server 2014 (or components of any of them) this software will automatically update and replace certain files or features within those editions with files from this software. This feature cannot be switched off. Removal of these files may cause errors in the software and the original files may not be recoverable. By installing this software on a server or device that is running such editions you consent to these updates in all such editions and copies of SQL Server (including components of any of them) running on that server or device.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SERVER YOU PROPERLY LICENSE.

1. OVERVIEW.

1.1. **Software.** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2. **License Model.** The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or

- **Server + Client** – the number of operating system environments (OSEs) in which the server software is run, and the number of devices and users that access instances of server software.

1.3. **Licensing Terminology.**

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance.** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE"):** An "operating system environment" or "OSE" is
  a) all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and
  b) instances of applications, if any, configured to run on the operating system instance or parts identified above.

  A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.
- A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.
- A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.
- **Server:** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core:** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread:** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core:** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License:** To assign a license is to designate that license to a server, device or user as indicated below.

- **Core Factor:** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2. USE RIGHTS FOR CORE LICENSE MODEL.

2.1 **Licensing a Server:** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 **Determining the Number of Licenses Required:** You have two license options:

a) **Physical Cores on a Server:** You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at go.microsoft.com/fwlink/?LinkID=229882.

b) **Individual Virtual OSE:** You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 Assigning the Required Number of Licenses to the Server

a) **Initial Assignment:** After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

b) **Reassignment:** You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4 Running Instances of the Server Software. Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b), you have the right to run any number of instances of the software in that virtual OSE.

2.5 Running Instances of the Additional Software. You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any

number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Client Tools Connectivity
- Documentation Components

2.6 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software. You may store instances of the server software and additional software on any of your servers or storage media.

b) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 No Client Access Licenses (CALs) Required for Access: Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 **Assigning the License to the Server:**

a) **Initial Assignment**: Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

b) **Reassignment:** You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2 **Running Instances of the Server Software:** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 **Running Instances of the Additional Software:** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Client Tools Connectivity
- Documentation Components

3.4 **Creating and Storing Instances on Your Servers or Storage Media:** You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 Client Access Licenses (CALs).

a) **Initial Assignment of CALs.** You must acquire and assign a SQL Server 2014 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

b) **Types of CALs.** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

c) Reassignment of CALs. You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.2 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

4.3 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.4 **SQL Server Reporting Services Map Report Item.** Power View and SQL Reporting Services Map Item both include use of Bing Maps. You may only use the content provided through Bing Maps, including geocodes, within Power View or SQL Reporting Services Map Item. Your use of Bing Maps is also governed by the Bing Maps End User Terms of Use

available at go.microsoft.com/?linkid=9710837 and the Bing Maps Privacy Statement available at go.microsoft.com/fwlink/?LinkID=248686.

4.5 **Included Microsoft Programs.** The software includes other Microsoft programs listed at go.microsoft.com/fwlink/?LinkID=298186. Microsoft is making these programs available to you as a convenience only and these programs are licensed and supported under their own separate terms and policies. You may only use these programs in conjunction with the software licensed here. If you do not agree to the license terms for these programs, you may not use them.

4.6 **Runtime-Restricted Use Software.** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution and only as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. For clarity, you may use tools provided as part of the Unified Solution to create new tables during the Unified Solution set up and/or customization so long as the resulting tables will only be used with and/or as part of the Unified Solution itself.

4.7 **Use of Software Within and Across Server Farms.** You may use the software on servers located within and across your server farm if and for so long as the software is only used with and as a part of the Unified Solution.

4.8 **Outsourcing Company.** You may enter into an agreement with a third party that provides operational services or support services to you, including but not limited to network management, application management, or data center management services (including operation, maintenance and control of server hardware in a data center (“outsourcing company”) to install or cause to be installed the Unified Solution on servers owned, operated, maintained and controlled by the outsourcing company, provided that: (i) all such server hardware on which the Unified Solution has been installed is and continuously remains physically dedicated to running the Unified Solution solely for the benefit and use by you and (ii) you have entered into to a written agreement that protects the Unified Solutions and the software on commercially reasonable terms. Regardless of the physical location of the server hardware containing the software, you remain fully responsible for all of your obligations under this agreement, including any unauthorized use or distribution of the software that results from any act or omission of the outsourcing company. The outsourcing company must agree to the terms of this agreement in a signed writing. You may only grant the outsourcing company access to the software in order to perform operational and/or support services (including but not limited to software maintenance, patch updating, integration, etc.) for you, and the outsourcing company may not access or use the software for any other purpose.

5. THIRD PARTY NOTICES.

The software may include third party code, that Microsoft, not the third party, licenses to you under the terms set forth in this agreement. Notices, if any, for any third party code are included for your information only. Additionally, any third party scripts, linked to, called or referenced from this software, are licensed to you by the third parties that own such code,

not by Microsoft, see ASP.NET Ajax CDN Terms of Use: www.asp.net/ajaxlibrary/CDN.ashx.

6. INTERNET-BASED SERVICES.

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

7. BENCHMARK TESTING.

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

8. NET FRAMEWORK SOFTWARE.

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

9. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING

The software includes one or more components of the .NET Framework ("**.NET Components**"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

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- rent, lease or lend the software; or
- use the software for commercial software hosting services.
- You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;
- Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

11. BACKUP COPY

You may make one backup copy of the software media. You may use it only to create instances of the software.

12. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

13. NOT FOR RESALE SOFTWARE.

You may not sell software marked as “NFR” or “Not for Resale.”

14. ACADEMIC EDITION SOFTWARE

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

15. TRANSFER TO A THIRD PARTY

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

16. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These

laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17. ENTIRE AGREEMENT

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

18. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19. NOT FAULT TOLERANT

THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

20. NO WARRANTIES BY MICROSOFT

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

22. FOR AUSTRALIA ONLY

In this paragraph, “goods” refers to the software for which Microsoft provides the express warranty. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Goods presented for repair may be replaced by refurbished goods of the same type rather than being replaced. Refurbished parts may be used to repair the goods.

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Microsoft© SQL Server 2008™, Standard Edition (Server Proc Runtime) Software

These license terms are an agreement between the licensor of the software application or suite of applications with which you acquired the Microsoft software (“**Licensor**”) and you. Please read them. They apply to the software named above, which includes the media on which you received it, if any. The terms also apply to any Microsoft

- updates,
- supplements, and
- Internet-based services

for this software, unless other terms accompany those items. If so, those terms apply. Microsoft Corporation or one of its affiliates (collectively, “**Microsoft**”) has licensed the software to Licensor.

BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

1. OVERVIEW.

a) **Software:** The software includes

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

b) **License Model:** The software is licensed based on

- the number of physical and virtual processors used by operating system environments in which you run instances of the server software.

c) Licensing Terminology.

- **Instance**: You create an “instance” of software by executing the software’s setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include “instances” of the software.

- **Run an Instance**: You “run an instance” of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- Operating System Environment:
- An “operating system environment” is
- all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
- instances of applications, if any, configured to run on the operating system instance or parts identified above.
- There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:
- one physical operating system environment
- one or more virtual operating system environments.
- **Server:** A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical and Virtual Processors**: A physical processor is a processor in a physical hardware system. Physical operating system environments use physical processors. A virtual processor is a processor in a virtual (or otherwise emulated) hardware system. Virtual operating system environments use virtual processors. A virtual processor is considered to have the same number of threads and cores as each physical processor on the underlying physical hardware system.
- **Assigning a License:** To “assign a license” means simply to designate that license to one server.

2. USE RIGHTS.

a) **Licensing a Server.** Before you run instances of the server software on a server, you must determine the required number of software licenses and assign those licenses to that server as described below.

i. Determining the Number of Licenses Required:

ii. You must first determine the number of software licenses you need. The total number of software licenses required for a server equals the sum of the software licenses required under (a) and (b) below.

b) To run instances of the server software in the physical operating system environment on a server, you need a software license for each physical processor that the physical operating system environment uses.

c) To run instances of the server software in virtual operating system environments on a server, you need a software license for each virtual processor that each of those virtual operating system environments uses. If a virtual operating system environment uses a fraction of a virtual processor, the fraction counts as a full virtual processor.

d) Assigning the Required Number of Licenses to the Server.

iii. After you determine the number of software licenses you need for a server, you must assign that number of software licenses to that server. That server is the licensed server for all of those licenses. You may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

iv. You may reassign the software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

e) **Running Instances of the Server Software**: For each server to which you have assigned the required number of software licenses, you may run, at any one time, any number of instances of the server software in physical and virtual operating system environments on the licensed server. However, the total number of physical and virtual processors used by those operating system environments cannot exceed the number of software licenses assigned to that server.

f) **Running Instances of the Additional Software**: You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices so long as the additional software is used only in conjunction with the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework

SQL Server 2008 Books Online

g) Runtime-Restricted Use Software: The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either

- to develop any new software applications,
- in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or
- as a standalone software application.

The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

h) **Creating and Storing Instances on Your Servers or Storage Media** You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

i) **No Client Access Licenses (CALs) Required for Access.** You do not need CALs for the other devices to access your instances of the server software.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a) **Maximum Instances:** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

b) **Multiplexing:** Hardware or software you use to

- pool connections,
- reroute information, and
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages,
- (sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

c) **Included Microsoft Programs:** The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

d) **No Separation of Server Software**: You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

e) **Fail-over Server**: For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. The number of processors used in that separate operating system environment must not exceed the number of processors used in the corresponding operating system environment in which the active instances are running. You may run the passive fail-over instances on a server other than the licensed server.

4. INTERNET-BASED SERVICES

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

5. MICROSOFT .NET FRAMEWORK AND POWERSHELL SOFTWARE

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

6. BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

7. MICROSOFT .NET FRAMEWORK

The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

8. SCOPE OF LICENSE

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights.

You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
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Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

9. BACKUP COPY

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10. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. NOT FOR RESALE SOFTWARE

You may not sell software marked as “NFR” or “Not for Resale.”

12. ACADEMIC EDITION SOFTWARE

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. TRANSFER TO ANOTHER DEVICE

You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.

14. TRANSFER TO A THIRD PARTY

The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. ENTIRE AGREEMENT

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

17. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. NOT FAULT TOLERANT

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- supplements, and
- Internet-based services

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BY USING THE SOFTWARE, YOU ACCEPT THESE TERMS. IF YOU DO NOT ACCEPT THEM, DO NOT USE THE SOFTWARE. INSTEAD, RETURN IT TO THE PLACE OF PURCHASE FOR A REFUND OR CREDIT.

These terms supersede any electronic terms which may be contained within the software. If any of the terms contained within the software conflict with these terms, these terms will control.

IF YOU COMPLY WITH THESE LICENSE TERMS, YOU HAVE THE RIGHTS BELOW FOR EACH SOFTWARE LICENSE YOU ACQUIRE.

1. OVERVIEW

a) **Software.** The software includes

- server software; and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

b) **License Model.** The software is licensed based on

- the number of instances of server software that you run; and
- the number of devices and users that access instances of server software.

c) **Licensing Terminology:**

- Instance: You create an "instance" of software by executing the software's setup or install procedure. You also create an instance of software by duplicating an existing instance. References to software in this agreement include "instances" of the software.
- Run an Instance: You "run an instance" of software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- Operating System Environment:
- An "operating system environment" is

- all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights, and
- instances of applications, if any, configured to run on the operating system instance or parts identified above.

There are two types of operating system environments, physical and virtual. A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software (e.g. Microsoft Virtual Server or similar technologies) or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment. A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system. A physical hardware system can have either or both of the following:

- one physical operating system environment
- one or more virtual operating system environments.
- Server: A “server” is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- Assigning a License: To “assign a license” means simply to designate that license to one device or user.

2. USE RIGHTS.

a. Assigning the License to the Server.

i. Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is the licensed server for that particular license. You may assign other software licenses to the same server, but you may not assign the same license to more than one server. A hardware partition or blade is considered to be a separate server.

ii. You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

b) **Running Instances of the Server Software.** You may run any number of instances of the server software in one physical or virtual operating system environment on the licensed server at a time.

c) **Running Instances of the Additional Software.** You may run or otherwise use any number of instances of additional software listed below in physical or virtual operating system environments on any number of devices solely to support your use of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered by or on behalf of the Licensor. You may use additional software only with the server software directly or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility

- Client Tools Connectivity
- Client Tools Software Development Kit
- Management Studio
- Microsoft Sync Framework
- SQL Server 2008 Books Online

d) **Creating and Storing Instances on Your Servers or Storage Media:** You have the additional rights below for each software license you acquire.

- You may create any number of instances of the server software and additional software.
- You may store instances of the server software and additional software on any of your servers or storage media.
- You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

e) Included Microsoft Programs: The software contains other Microsoft programs. The license terms with those programs apply to your use of them.

3. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

a. Client Access Licenses (CALs)

i. You must acquire and assign a SQL Server 2008 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You may not access instances of the server software under Workgroup Edition CALs.
- You may use your Windows Small Business Server ("SBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an SBS 2008 domain.
- You may use your Windows Essential Business Server ("EBS") 2008 CAL Suite for Premium Users or Devices instead of SQL Server 2008 CALs to access your instances of the server software within an EBS domain.
- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

ii. **Types of CALs**: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device,

to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

iii. **Reassignment of CALs: You may**

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

b) **Runtime-Restricted Use Software:** The software is "Runtime-Restricted Use" software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either

iii. to develop any new software applications,

iv. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or

v. as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

c) **Maximum Instances:** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual operating system environments on the server.

d) **Multiplexing:** Hardware or software you use to

- pool connections,
- reroute information, and
- reduce the number of devices or users that directly access or use the software, or
- reduce the number of devices or users the software directly manages.

(sometimes referred to as "multiplexing" or "pooling"), does not reduce the number of licenses of any type that you need.

e) **No Separation of Server Software:** You may not separate the server software for use in more than one operating system environment under a single license, unless expressly permitted. This applies even if the operating system environments are on the same physical hardware system.

f) **Fail-over Server:** For any operating system environment in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate operating system environment for temporary support. You may run the passive fail-over instances on a server other than the licensed server.

4. INTERNET-BASED SERVICES

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

5. NET FRAMEWORK AND POWERSHELL SOFTWARE

The software contains Microsoft .NET Framework and PowerShell software. These software components are part of Windows.

6. BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Windows components. For Microsoft .NET Framework see below.

7. MICROSOFT .NET FRAMEWORK

The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at http://go.microsoft.com/fwlink/?LinkID=66406.

8. SCOPE OF LICENSE.

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. For more information, see www.microsoft.com/licensing/userights.

You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software for others to copy;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

9. BACKUP COPY

You may make one backup copy of the software media. You may use it only to create instances of the software.

10. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

11. NOT FOR RESALE SOFTWARE

You may not sell software marked as “NFR” or “Not for Resale.”

12. ACADEMIC EDITION SOFTWARE

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

13. TRANSFER TO ANOTHER DEVICE

You may uninstall the software and install it on another device for your use solely as part of the Unified Solution. You may not do so to share this license between devices to reduce the number of licenses you need.

14. TRANSFER TO A THIRD PARTY

The first user of the software may transfer it, this agreement, and CALs, directly to another end user as part of a transfer of the Unified Solution delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The first user may not retain any instances of the software unless that user also retains another license for the software.

15. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

16. ENTIRE AGREEMENT

This agreement, and the terms for supplements, updates, and Internet-based services that you use, are the entire agreement for the software.

17. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

18. NOT FAULT TOLERANT

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19. NO WARRANTIES BY MICROSOFT

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Microsoft® SQL Server™ 2012, Standard Edition (Server CAL Runtime) Software

1. OVERVIEW

1.1. **Software** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2. **License Model** The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

1.3. **Licensing Terminology**

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE")** An "operating system environment" or "OSE" is

i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server:** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core:** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread:** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core:** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.

- **Assigning a License:** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2. USE RIGHTS FOR CORE LICENSE MODEL:

2.1 **Licensing a Server** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2 **Determining the Number of Licenses Required:** You have two license options:

a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3 **Assigning the Required Number of Licenses to the Server:**

Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a license to more than one server. A hardware partition or blade is considered a separate server.

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4 **Running Instances of the Server Software:** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.

2.5 **Running Instances of the Additional Software:** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
- Client Tools Connectivity
- Client Tools SDK
- Data Quality Client
- Data Quality Services
- Distributed Replay Client
- Distributed Replay Controller
- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6 **Creating and Storing Instances on Your Servers or Storage Media.** You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7 **No Client Access Licenses (CALs) Required for Access.** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1 Assigning the License to the Server.

a) **Initial Assignment.** Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

b) **Reassignment.** You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2 **Running Instances of the Server Software:** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3 **Running Instances of the Additional Software:** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

- Business Intelligence Development Studio
- Client Tools Backward Compatibility
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- SQL Server 2012 Books Online

3.4 **Creating and Storing Instances on Your Servers or Storage Media:** You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5 **Client Access Licenses (CALs)**

a) Initial Assignment of CALs:

b) Initial Assignment of CALs: You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

c) **Types of CALs:** There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

d) **Reassignment of CALs:** You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

3.6 **Runtime-Restricted Use Software:** The software is “Runtime-Restricted Use” software; as such, it may only be used in conjunction with the Unified Solution. The software may not be used either

i. to develop any new software applications,

ii. in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or

iii. as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables. A CAL permits you to access instances of only the Runtime-Restricted User version of the server software licensed and delivered to you as part of the Unified Solution, in accordance with the other terms of the agreement.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS.

4.1 Alternative Versions

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.2 **Maximum Instances.** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.3 **Multiplexing.** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

4.4 **No Separation of Server Software.** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.5 **Fail-over Server.** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

4.6 **SQL Server Reporting Services Map Report Item:** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the "Bing Maps APIs"). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

- Bing Maps APIs to provide sensor based guidance/routing, or
- any Road Traffic Data or Bird's Eye Imagery (or associated metadata.

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

4.7 **Included Microsoft Programs:** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

5. INTERNET-BASED SERVICES:

Microsoft provides internet-based services with the software. it may change or cancel them at any time.

6. BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

7. .NET FRAMEWORK SOFTWARE

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING:

The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. SCOPE OF LICENSE

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;
- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. BACKUP COPY

You may make one backup copy of the software media. You may use it only to create instances of the software.

11. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. NOT FOR RESALE SOFTWARE

You may not sell software marked as “NFR” or “Not for Resale.”

13. ACADEMIC EDITION SOFTWARE

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

14. PROOF OF LICENSE

If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

15. TRANSFER TO A THIRD PARTY

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

16. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17. ENTIRE AGREEMENT

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

18. LEGAL EFFECT

This a agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19. NOT FAULT TOLERANT

THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

20. NO WARRANTIES BY MICROSOFT

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

22. FOR AUSTRALIA ONLY

REFERENCES TO “LIMITED WARRANTY” ARE REFERENCES TO THE EXPRESS WARRANTY PROVIDED BY MICROSOFT. THIS WARRANTY IS GIVEN IN ADDITION TO OTHER RIGHTS AND REMEDIES YOU MAY HAVE UNDER LAW, INCLUDING YOUR

RIGHTS AND REMEDIES IN ACCORDANCE WITH THE STATUTORY GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW.

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

Microsoft® SQL Server™ 2012, Standard Edition (Core-based Runtime) Software

1. OVERVIEW.

1.1. **Software:** The software includes

- server software, and
- additional software that may only be used with the server software directly, or indirectly through other additional software.

1.2. **License Model:** The software is licensed based on either the:

- **Core License Model** – the number of physical and/or virtual cores in the server; or
- **Server + Client** – the number of instances of server software that you run, and the number of devices and users that access instances of server software.

1.3. **Licensing Terminology:**

- **Instance.** You create an "instance" of the software by executing the software's setup or install procedure. You also create an instance of the software by duplicating an existing instance. References to the "software" in this agreement include "instances" of the software.
- **Run an Instance:** You "run an instance" of the software by loading it into memory and executing one or more of its instructions. Once running, an instance is considered to be running (whether or not its instructions continue to execute) until it is removed from memory.
- **Operating System Environment ("OSE"):** An "operating system environment" or "OSE" is

i. all or part of an operating system instance, or all or part of a virtual (or otherwise emulated) operating system instance which enables separate machine identity (primary computer name or similar unique identifier) or separate administrative rights; and

ii. instances of applications, if any, configured to run on the operating system instance or parts identified above.

A physical hardware system can have either or both of the following:

- one physical operating system environment;
- one or more virtual operating system environments.

A physical operating system environment is configured to run directly on a physical hardware system. The operating system instance used to run hardware virtualization

software or to provide hardware virtualization services (e.g. Microsoft virtualization technology or similar technologies) is considered part of the physical operating system environment.

A virtual operating system environment is configured to run on a virtual (or otherwise emulated) hardware system.

- **Server.** A server is a physical hardware system capable of running server software. A hardware partition or blade is considered to be a separate physical hardware system.
- **Physical Core.** A physical core is a core in a physical processor. A physical processor consists of one or more physical cores.
- **Hardware Thread.** A hardware thread is either a physical core or a hyper-thread in a physical processor.
- **Virtual Core.** A virtual core is the unit of processing power in a virtual (or otherwise emulated) hardware system. A virtual core is the virtual representation of one or more hardware threads. Virtual OSEs use one or more virtual cores.
- **Assigning a License.** To assign a license is to designate that license to a server, device or user as indicated below.
- **Core Factor.** The core factor is a numerical value associated with a specific physical processor for purposes of determining the number of licenses required to license all of the physical cores on a server.

2. USE RIGHTS FOR CORE LICENSE MODEL

2.1. **Licensing a Server.** Before you run instances of the server software on a server, you must determine the number of software licenses required and assign those licenses to that server as described below.

2.2. **Determining the Number of Licenses Required:** You have two license options:

a) Physical Cores on a Server. You may license based on all of the physical cores on the server. If you choose this option, the number of licenses required equals the number of physical cores on the server multiplied by the applicable core factor located at http://go.microsoft.com/fwlink/?LinkID=229882.

b) Individual Virtual OSE. You may license based on the virtual OSEs within the server in which you run the server software. If you choose this option, for each virtual OSE in which you run the server software, you need a number licenses equal to the number of virtual cores in the virtual OSE, subject to a minimum requirement of four licenses per virtual OSE. In addition, if any of these virtual cores is at any time mapped to more than one hardware thread, you need a license for each additional hardware thread mapped to that virtual core. Those licenses count toward the minimum requirement of four licenses per virtual OSE.

2.3. **Assigning the Required Number of Licenses to the Server:**

Initial Assignment. After you determine the number of software licenses required for a server, you must assign that number of licenses to that server. The server to which a license is assigned is considered the “licensed server” for such license. You may not assign a

license to more than one server. A hardware partition or blade is considered a separate server.

Reassignment. You may reassign a license, but not within 90 days of its last assignment. You may reassign a license sooner if you retire the licensed server to which the license is assigned due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

2.4. **Running Instances of the Server Software:** Your right to run instances of the server software depends on the option chosen to determine the number of software licenses required:

a) Physical Cores on a Server. For each server to which you have assigned the required number of licenses as provided in Section 2.2(a), you may run on the licensed server any number of instances of the server software in the physical OSE.

b) Individual Virtual OSEs. For each virtual OSE for which you have assigned the required number of licenses as provided in section 2.2(b) , you have the right to run any number of instances of the software in that virtual OSE.

2.5. **Running Instances of the Additional Software:** You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

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- Management Tools - Basic
- Management Tools - Complete
- Reporting Services – SharePoint
- Reporting Services Add-in for SharePoint Products
- Master Data Services
- Sync Framework
- SQL Client Connectivity SDK
- SQL Server 2012 Books Online

2.6. **Creating and Storing Instances on Your Servers or Storage Media:** You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

2.7. **No Client Access Licenses (CALs) Required for Access:** Under this core license model, you do not need CALs for users or devices to access your instances of the server software.

2.8. **Runtime-Restricted Use Software:** The software is “Runtime-Restricted Use” software; as such, it may only be used to run the Unified Solution solely as part of the Unified Solution. The software may not be used either (i) to develop any new software applications, (ii) in conjunction with any software applications, databases or tables other than those contained in the Unified Solution, and/or (iii) as a standalone software application. The foregoing provision, however, does not prohibit you from using a tool to run queries or reports from existing tables.

3. USE RIGHTS FOR SERVER + CLIENT ACCESS LICENSE MODEL

3.1. **Assigning the License to the Server:**

a) **Initial Assignment:** Before you run any instance of the server software under a software license, you must assign that license to one of your servers. That server is considered the “licensed server” for such license. You may not assign the same license to more than one server, but you may assign other software licenses to the same server. A hardware partition or blade is considered to be a separate server.

b) **Reassignment:** You may reassign a software license, but not within 90 days of the last assignment. You may reassign a software license sooner if you retire the licensed server due to permanent hardware failure. If you reassign a license, the server to which you reassign the license becomes the new licensed server for that license.

3.2. **Running Instances of the Server Software:** For each software license you assign to the server, you may run any number of instances of the server software in one physical or virtual OSE on the licensed server at a time.

3.3. Running Instances of the Additional Software: You may run or otherwise use any number of instances of the additional software listed below in physical or virtual OSEs on any number of devices. You may use the additional software only with the server software directly, or indirectly through other additional software.

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3.4. **Creating and Storing Instances on Your Servers or Storage Media:** You have the additional rights listed below for each software license you acquire.

a) You may create any number of instances of the server software and additional software.

b) You may store instances of the server software and additional software on any of your servers or storage media.

c) You may create and store instances of the server software and additional software solely to exercise your right to run instances of the server software under any of your software licenses as described (e.g., you may not distribute instances to third parties).

3.5. **Client Access Licenses (CALs):**

a) Initial Assignment of CALs: You must acquire and assign a SQL Server 2012 CAL to each device or user that accesses your instances of the server software directly or indirectly. A hardware partition or blade is considered to be a separate device.

- You do not need CALs for any of your servers licensed to run instances of the server software.
- You do not need CALs for up to two devices or users to access your instances of the server software only to administer those instances.
- Your CALs permit access to your instances of earlier versions, but not later versions, of the server software. If you are accessing instances of an earlier version, you may also use CALs corresponding to that version.

b) Types of CALs: There are two types of CALs: one for devices and one for users. Each device CAL permits one device, used by any user, to access instances of the server software on your licensed servers. Each user CAL permits one user, using any device, to access instances of the server software on your licensed servers. You may use a combination of device and user CALs.

c) Reassignment of CALs: You may

- permanently reassign your device CAL from one device to another, or your user CAL from one user to another; or
- temporarily reassign your device CAL to a loaner device while the first device is out of service, or your user CAL to a temporary worker while the user is absent.

4. ADDITIONAL LICENSING REQUIREMENTS AND/OR USE RIGHTS

4.1. **Alternative Versions:**

The software may include more than one version, such as 32-bit and 64-bit. For each instance of the software that you are permitted to create, store and run, you may use either version.

4.2. **Maximum Instances:** The software or your hardware may limit the number of instances of the server software that can run in physical or virtual OSEs on the server.

4.3. **Multiplexing:** Hardware or software you use to

- pool connections,
- reroute information, or
- reduce the number of devices or users that directly access or use the software

(sometimes referred to as “multiplexing” or “pooling”), does not reduce the number of licenses of any type that you need.

4.4. **No Separation of Server Software:** You may not separate the server software for use in more than one OSE under a single license, unless expressly permitted. This applies even if the OSEs are on the same physical hardware system.

4.5. **Fail-over Server:** For any OSE in which you run instances of the server software, you may run up to the same number of passive fail-over instances in a separate OSE for temporary support. You may run the passive fail-over instances on a server other than the licensed server. However, if you have licensed the server software under section 2.2(a) and the OSE in which you run the passive fail-over instances is on a separate server, the number of physical cores on the separate server must not exceed the number of physical cores on the licensed server and the core factor for the physical processors in that server must be the same or lower than the core factor for the physical processors in the licensed server. If you have licensed the server software under section 2.2(b), the number of hardware threads used in that separate OSE must not exceed the number of hardware threads used in the corresponding OSE in which the active instances run.

4.6. **SQL Server Reporting Services Map Report Item:** The software may include features that retrieve content such as maps, images and other data through the Bing Maps (or successor branded) application programming interface (the “Bing Maps APIs”). The purpose of these features is to create reports displaying data on top of maps, aerial and hybrid imagery. If these features are included, you may use them to create and view dynamic or static documents. This may be done only in conjunction with and through methods and means of access integrated in the software. You may not otherwise copy, store, archive, or create a database of the content available through the Bing Maps APIs. You may not use the following for any purpose even if they are available through the Bing Maps APIs:

Bing Maps APIs to provide sensor based guidance/routing, or

any Road Traffic Data or Bird’s Eye Imagery (or associated metadata.

Your use of the Bing Maps APIs and associated content is also subject to the additional terms and conditions at go.microsoft.com/fwlink/?LinkId=21969.

4.7. **Included Microsoft Programs:** The software includes other Microsoft programs listed at http://go.microsoft.com/fwlink/?LinkID=231864, which are licensed under the terms and conditions associated with them. You may only use these programs in conjunction with the software licensed here. If you do not accept the license terms associated with a program, you may not use that program.

5. INTERNET-BASED SERVICES:

Microsoft provides Internet-based services with the software. It may change or cancel them at any time.

6. BENCHMARK TESTING

You must obtain Microsoft's prior written approval to disclose to a third party the results of any benchmark test of the software. However, this does not apply to the Microsoft .NET Framework (see below).

7. .NET FRAMEWORK SOFTWARE

The software contains Microsoft .NET Framework software. This software is part of Windows. The license terms for Windows apply to your use of the .NET Framework software

8. MICROSOFT .NET FRAMEWORK BENCHMARK TESTING:

The software includes one or more components of the .NET Framework (".NET Components"). You may conduct internal benchmark testing of those components. You may disclose the results of any benchmark test of those components, provided that you comply with the conditions set forth at go.microsoft.com/fwlink/?LinkID=66406. Notwithstanding any other agreement you may have with Microsoft, if you disclose such benchmark test results, Microsoft shall have the right to disclose the results of benchmark tests it conducts of your products that compete with the applicable .NET Component, provided it complies with the same conditions set forth at go.microsoft.com/fwlink/?LinkID=66406.

9. SCOPE OF LICENSE

The software is licensed, not sold. This agreement only gives you some rights to use the software. Licensor and Microsoft reserve all other rights. Unless applicable law gives you more rights despite this limitation, you may use the software only as expressly permitted in this agreement. In doing so, you must comply with any technical limitations in the software that only allow you to use it in certain ways. You may not

- work around any technical limitations in the software;
- reverse engineer, decompile or disassemble the software, except and only to the extent that applicable law expressly permits, despite this limitation;

- make more copies of the software than specified in this agreement or allowed by applicable law, despite this limitation;
- publish the software, including any application programming interfaces included in the software, for others to copy;
- share or otherwise distribute documents, text or images created using the software Data Mapping Services features;
- rent, lease or lend the software; or
- use the software for commercial software hosting services.

You also may not remove, minimize, block or modify any logos, trademarks, copyright, digital watermarks, or other notices of Microsoft or its suppliers that are included in the software, including any content made available to you through the software;

Rights to access the software on any device do not give you any right to implement Microsoft patents or other Microsoft intellectual property in software or devices that access that device.

10. BACKUP COPY

You may make one backup copy of the software media. You may use it only to create instances of the software.

11. DOCUMENTATION

Any person that has valid access to your computer or internal network may copy and use the documentation for your internal, reference purposes.

12. NOT FOR RESALE SOFTWARE:

You may not sell software marked as “NFR” or “Not for Resale.”

13. ACADEMIC EDITION SOFTWARE:

You must be a “Qualified Educational User” to use software marked as “Academic Edition” or “AE.” If you do not know whether you are a Qualified Educational User, visit www.microsoft.com/education or contact the Microsoft affiliate serving your country.

14. PROOF OF LICENSE

If you acquired the software on a disc or other media, a genuine Microsoft Proof of License label with a genuine copy of the software identifies licensed software. To be valid, this label must appear on Microsoft packaging and may not be transferred separately. If you receive the label separately, it is invalid. You should keep the packaging that has the label on it to prove that you are licensed to use the software. To identify genuine Microsoft software, see www.howtotell.com.

15. TRANSFER TO A THIRD PARTY

The first user of the software may transfer it and this agreement directly to another end user as part of a transfer of the integrated software turnkey application or suite of applications (the “Unified Solution”) delivered to you by or on behalf of the Licensor solely as part of the Unified Solution. Before the transfer, that end user must agree that this agreement applies to the transfer and use of the software. The transfer must include the software and the Proof of License label. The first user may not retain any instances of the software unless that user also retains another license for the software.

16. EXPORT RESTRICTIONS

The software is subject to United States export laws and regulations. You must comply with all domestic and international export laws and regulations that apply to the software. These laws include restrictions on destinations, end users and end use. For additional information, see www.microsoft.com/exporting.

17. ENTIRE AGREEMENT

This agreement and the terms for supplements, updates, Internet-based services that you use, are the entire agreement for the software.

18. LEGAL EFFECT

This agreement describes certain legal rights. You may have other rights under the laws of your state or country. You may also have rights with respect to the Licensor from whom you acquired the software. This agreement does not change your rights under the laws of your state or country if the laws of your state or country do not permit it to do so.

19. NOT FAULT TOLERANT

THE SOFTWARE IS NOT FAULT TOLERANT. LICENSOR HAS INDEPENDENTLY DETERMINED HOW TO USE THE SOFTWARE IN THE INTEGRATED SOFTWARE APPLICATION OR SUITE OF APPLICATIONS THAT IT IS LICENSING TO YOU, AND MICROSOFT HAS RELIED ON LICENSOR TO CONDUCT SUFFICIENT TESTING TO DETERMINE THAT THE SOFTWARE IS SUITABLE FOR SUCH USE.

20. NO WARRANTIES BY MICROSOFT

YOU AGREE THAT IF YOU HAVE RECEIVED ANY WARRANTIES WITH REGARD TO EITHER (A) THE SOFTWARE, OR (B) THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, THEN THOSE WARRANTIES ARE PROVIDED SOLELY BY THE LICENSOR AND DO NOT ORIGINATE FROM, AND ARE NOT BINDING ON, MICROSOFT.

21. NO LIABILITY OF MICROSOFT FOR CERTAIN DAMAGES

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MICROSOFT SHALL HAVE NO LIABILITY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE SOFTWARE OR THE SOFTWARE APPLICATION OR SUITE OF APPLICATIONS WITH WHICH YOU ACQUIRED THE SOFTWARE, INCLUDING WITHOUT LIMITATION, PENALTIES IMPOSED BY GOVERNMENT. THIS LIMITATION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. IN NO EVENT SHALL MICROSOFT BE LIABLE FOR ANY AMOUNT IN EXCESS OF TWO HUNDRED FIFTY U.S. DOLLARS (US$250.00).

22. FOR AUSTRALIA ONLY

References to “Limited Warranty” are references to the express warranty provided by Microsoft. This warranty is given in addition to other rights and remedies you may have under law, including your rights and remedies in accordance with the statutory guarantees under the Australian Consumer Law.

If the Australian Consumer Law applies to your purchase, the following applies to you: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

EXHIBIT 5- PASS THROUGH TERMS FOR DIRECTORIES

COPYRIGHT NOTICES FOR ADDRESS DIRECTORIES:

Country	Vendor	Copyright Notice
Australia	Australia Post	© Copyright the Australian Postal Corporation 2023. All rights reserved. No part of this document may be reproduced, adapted or transmitted in any form or by any means without the express written permission of Australia Post.
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Argentina; Chile; China; Colombia;Ecuador; Japan; Mexico; all	HERE	© 2023 HERE

Geocoding Directories by HERE		
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Belgium	Bisnode	This Bisnode Street reference file (referred to in the contract as “street” and “neighborhood”) is the exclusive property of Bisnode Belgium NV. You acknowledge that Bisnode Belgium is the owner of all copyrights related to this file, and agree that copyright cannot be disputed . These copyrights concern the file itself , the information contained therein , the derivatives, and the use of documents as the primary documents delivered.
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Netherlands	Cendris	Unless expressly otherwise agreed between the Parties, the intellectual property rights (including any copyrights) to all products made available to the client under an agreement (including any software, data and databases) will remain in the possession of PostNL Data Solutions and will not be transferred to the client.
New Zealand	New Zealand Post	© NZ POST - Commercial In Confidence © New Zealand Post 2023
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Switzerland	Schweizerische Post	© Die Schweizerische Post AG
UK	Royal Mail	© Royal Mail Group Ltd 2023. All rights reserved
United States; US National Directory; AIS Main Contract; USPS Cert. Address Directory – LacsLink; DPV;	United States Postal Service	Copyright © 2023 USPS. All Rights Reserved

SuiteLink; RDI; National Change of Address (NCOALink); DSF2.		

AUSTRALIA ADDRESS DIRECTORY (AUSTRALIAN POSTAL CORPORATION):

1. Interpretation

1.1. Definitions

- **"Agreement"**means this agreement for the supply and license of the Solution to the End User, and includes the Schedules.
- "Australia Post" means the Australian Postal Corporation, including, where permitted by context, all of the Australia Post's officers, employees, agents and contractors.
- "Australia Post Data" means each data set which is supplied and licensed to the Licensor by Australia Post, and licensed by the Licensor to the End User, as specified in each Schedule.
- **"Business Day"**means a day other than a Saturday, Sunday or gazetted public holiday in Victoria, Australia or an Australia Post authorised holiday.
- "Claim" means any allegation, debt, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether present or future, fixed or unascertained, actual or contingent, whether at Law, in equity, under statute or otherwise.
- **"Corporate Group"** means a group of Single Legal Entities consisting of the Corporate Group Owner and up to nine nominated Subsidiaries (as defined in the Corporates Act) of the Corporate Group Owner.
- **"Corporate Group Owner"** means a Single Legal Entity that is the Holding Company (as defined in the Corporations Act) of each of the other entities of the Corporate Group.
- **"Corporations Act"**means the Corporations Act 2001 (Cth).
- **"End User"**means a Single Legal Entity or Corporate Group Owner authorised to use the Solution granted by the Licensor in accordance with this Agreement.
- **"Intellectual Property Rights"**means all intellectual property rights including current and future registered and unregistered rights in respect of copyright, designs, circuit layouts, trademarks, know-how, confidential information, patents, inventions, domain names and discoveries and all other intellectual property as defined in article 2 of the convention establishing the World Intellectual Property Organisation 1967.
- "Loss" means any damage, loss, cost and expense (including legal and other professional advisors' costs and expenses) suffered by a party.
- "Material Term" means clauses 3.1.c), 3.1.d) and 4 of this Agreement.
- **"Permitted Purpose"**means the permitted purpose as defined in the relevant Schedule.

- **"Personal Information"**has the meaning given in the Privacy Act 1988 (Cth) (as amended).
- **"Privacy Law"**means all Commonwealth, State and Territory legislation, principles, industry codes and policies relating to the collection, use, disclosure, storage or granting of access rights to the Personal Information including, but not limited to the Privacy Act 1988 (as amended from time to time).
- **"Prohibited Purpose"** means each of the prohibited purposes as defined in the relevant Schedule.
- **"Related Body Corporate"**has the meaning in the Corporations Act.
- **"Representative"**of a party includes an employee, agent, officer, director, adviser, contractor or sub-contractor of that party or of a Related Body Corporate of that party.
- **"Single Legal Entity"**means an individual person, body corporate or other legal entity and for the purposes of the government means an individual Agency as defined under the Financial Management and Accountability Act 1997 or an individual Commonwealth authority or company under the Commonwealth Authorities and Companies Act 1997.
- **"Solution"**means the Licensor's solution (including software, products and / or services) which incorporates, reproduces, embodies or utilises the Australia Post Data or its derivative works, and licensed to the End User under this End User Agreement.
- "Subsidiary" has the meaning given in the Corporations Act.

2. LICENCE

2.1. Licensor grants to the End User a non-exclusive, non-transferable, revocable licence for the term of this Agreement to use the Solution solely for the Permitted Purposes in respect of each applicable Schedule in accordance with the terms and conditions set out in this Agreement and the applicable Schedule, subject to any conditions and restrictions specified in the Permitted Purpose.

2.2. If a Schedule includes other terms and conditions, then those terms and conditions will apply, but only in respect of that Schedule.

2.3. Any rights not specifically granted to the End User under this Agreement are reserved to the extent permitted by law. Without limiting the previous sentence, the End User must not use the Solution for any Prohibited Purpose. To the extent that a particular purpose falls within the definition of both a Permitted Purpose and a Prohibited Purpose in a Schedule, such purpose is considered a Prohibited Purpose for the purposes of that Schedule.

2.4. For the avoidance of doubt, the End User shall not:

a) reproduce, copy, modify, amend, assign, distribute, transfer, sub-license, reverse assemble or reverse compile, merge or otherwise deal with, exploit or commercialise the whole or any part of the Australia Post Data (or directly or indirectly allow or cause a third party to do the same) including by using the Australia Post Data to derive other solutions (including software, products and/or services) unless expressly stated otherwise in this Agreement; and

b) create a Product (as defined below) or other derivative works from the Australia Post Data to commercialise as their own, unless that Product is solely for one of the End User's Permitted Purpose. "Product" means anything produced by End User which

consists of, incorporates or is created using any part of the Australia Post Data and which may be produced in any form, including any device, solution, software or database and which may be in written form or produced electronically.

2.5. This clause 237 (and the Prohibited Purposes) do not prevent the End User from disclosing Australia Post Data to the extent that it is required by law to disclose the Australia Post Data, provided that the End User use all reasonable and legal means to minimise the extent of disclosure, and require the recipient to keep the Australia Post Data confidential.

3. WARRANTIES AND ACKNOWLEDGEMENTS

3.1. The End User represents and warrants that:

a) it has full capacity, power and authority to enter into this Agreement;

b) it will fully and completely comply with all of the terms and conditions of this Agreement);

c) it will only use the Solution for the Permitted Purposes and in accordance with the terms and conditions set out in this Agreement;

d) it will not use the Solution for any Prohibited Purpose;

e) it will not make any representation, statement or promise in respect of Australia Post, and has no authority to do so; and

f) it has not relied on any representation made by Australia Post in entering into the Agreement.

3.2. Without limiting clause 3.1, the End User acknowledges and agree that to the extent permitted by law:

a) Australia Post does not make any representation or warranty as to the accuracy, content, completeness or operation of the Australia Post Data or to them being virus free.

b) the Australia Post Data is not complete and it may contain errors, and

c) the Australia Post Data may include data sourced from third parties. The End User agrees to comply with any third party terms and conditions which the End User is notified apply to the third party data referenced in this Agreement.

4. CONFIDENTIALITY AND SECURITY

4.1. The End User must ensure that while the Solution is in its possession or control:

a) it provides proper and secure storage for the Solution; and

b) use the same level of security to protect the Solution that it uses to protect its own confidential information (but no less than the level of security a reasonable person would take to protect the confidential information);

c) it takes all reasonable steps to ensure that the Solution is protected at all times from unauthorised access, misuse, damage or destruction.

4.2. The provisions of clause 4 apply to all forms of media upon which the Solution is kept or transmitted.

4.3. The End User will ensure that all copies of the Solution are dealt with in accordance with the Licensor's or Australia Post's reasonable directions.

4.4. This clause 4 will survive termination or expiry of the Agreement.

5. PRIVACY

5.1. The parties acknowledge that while the Solution may not, on its own, constitute Personal Information, its use may result in the identity of individuals being reasonably ascertainable.

5.2. The End User agrees:

a) that it is responsible for ensuring that its exercise of rights under this Agreement and the use of the Solution do not infringe any Privacy Law;

b) to use or disclose Personal Information obtained during the course of this Agreement only for the purposes of this Agreement;

c) to take all reasonable measures to ensure that Personal Information in its possession or control in connection with this Agreement is protected against loss and unauthorised access, use, modification, or disclosure;

d) not to do any act or engage in any practice that would breach any Privacy Law;

e) to immediately notify the Licensor if the End User becomes aware of a breach or possible breach of any of the obligations contained in, or referred to in, this clause whether by the End User, its Related Body Corporate or any of its Representatives;

f) to cooperate with any reasonable demands or inquiries made by Australia Post on the basis of the exercise of the functions of the Office of the Australian Information Commissioner (OAIC) under Privacy Law or the Postal Industry Ombudsman under the Australian Postal Corporation Act 1989;

g) to ensure that any person who has access to any Personal Information is made aware of, and undertakes in writing, to observe Privacy Law and other obligations referred to in this clause;

h) to comply, as far as practicable, with any policy guidelines issued by the OAIC from time to time relating to the handling of Personal Information; and

i) to comply with any direction given by Australia Post to observe any recommendation of the OAIC or the Postal Industry Ombudsman relating to acts or practices of the End User that the OAIC or the Postal Industry Ombudsman consider to be in breach of the obligations in this clause.

5.3. This clause 5 will survive termination or expiry of the Agreement.

6. INTELLECTUAL PROPERTY RIGHTS

6.1. The End User agrees that all Intellectual Property Rights in the Australia Post Data are and shall remain the sole property of Australia Post or its licensors.

6.2. The End User must notify the Licensor as soon as practicable if it becomes aware of any actual, suspected or anticipated infringement of Intellectual Property Rights in the Solution or in the Australia Post Data.

6.3. The End User must render all reasonable assistance to the Licensor and/or Australia Post in relation to any actual, suspected or anticipated infringement referred to in clause 6.2.

6.4. If a third party makes a Claim against the End User alleging that the Solution infringes the Intellectual Property Rights of the third party, the End User must immediately allow the Licensor (or Australia Post, if Australia Post directs) the right to control the defence of the claim and any related settlement negotiations.

6.5. This clause 6 will survive termination or expiry of the Agreement.

7. AUDIT

7.1. End User shall provide Australia Post and/or its agents reasonable accompanied access upon reasonable prior notice, during 9am and 5pm on a Business Day, to its premises, accounts and records relevant to the Agreement, for the purpose of verifying and monitoring the End User's obligations under the Agreement (the "Audit") and shall provide all reasonable cooperation and assistance in relation to the Audit.

7.2. If it is identified (through the Audit or otherwise) that the End User has not complied with an obligation under this Agreement, then without limiting any other rights or remedies, upon the request of Licensor, the End User will promptly take all necessary steps to rectify and / or remedy such non-compliance.

7.3. The cost of any Audit carried out under clause 7.1 shall be borne by Australia Post unless the Audit reveals a material breach by the End User of its obligation under this Agreement, in which case Australia Post shall be entitled to be reimbursed by the End User for all reasonable costs of the Audit (including any agent's fees) and the End User shall so reimburse Australia Post within twenty (20) Business Days of such request.

7.4. For the avoidance of doubt, a "material breach" for the purposes of this clause 7 includes, without limitation, any breach of clause 6 in respect of Australia Post's Intellectual Property Rights, or any breach of this Agreement.

7.5. Where the End User does not grant access to Australia Post and/or any of its agents for the purposes of an Audit in accordance with this clause 7 then the End User must pay Australia Post all reasonable costs incurred by Australia Post in connection with such attempted Audit within twenty (20) Business Days of the date of Australia Post's invoice in respect of the same, and Australia Post may by written notice immediately suspend the supply and the End User's use of the Solution.

8. LIABILITY

Australia Post not liable

8.1. To the extent permitted by law, Australia Post is not liable to the End User for any Claim or Loss whatsoever suffered, or that may be suffered as a result of or in connection with this Agreement, and the End User releases Australia Post irrevocably releases and discharges Australia Post from all such Claims and Losses.

8.2. Clause 8.1 will not apply to any Claim or Loss suffered by the End User arising out of any fraud or wilful misconduct of Australia Post.

8.3. Without limiting clause 8.1, to the extent permitted by law, Australia Post will not be liable to the End User for any loss of profit, revenue or business, indirect, consequential, special or incidental Loss suffered or incurred by the End User arising out of or in connection with

this Agreement, whether in contract, tort, equity or otherwise. This exclusion applies even if those Losses may reasonably be supposed to have been in contemplation of both parties as a probable result of any breach at the time they entered into this Agreement.

8.4 Indemnity

8.5. The End User must defend and indemnify each of the Licensor and Australia Post and its Representatives (those indemnified) from and against all Losses suffered or incurred by and of those indemnified to the extent that those Losses are suffered as a result of, whether directly or indirectly, of:

a) any breach of a Material Term by the End User or its Representatives;

b) any unlawful act by the End User or its Representative in connection with this Agreement;

c) any illness, injury or death to any person arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative; or

d) any loss or damage to any property of any person, arising out of or in connection with the performance of this Agreement to the extent caused or contributed to by the negligent or wrongful act or omission of the End User or its Representative,

except to the extent that the Loss is directly caused by the negligence, fraud or wilful misconduct or wrongful act or omission of those indemnified.

8.6. This clause 8 will survive termination or expiry of the Agreement.

9. SUSPENSION AND TERMINATION

9.1. The Licensor may limit, suspend or terminate the End User's rights under this Agreement any time upon notice when, and for the duration of the period during which:

a) the End User contravenes (or is believed on reasonable grounds to be in possible contravention of) any law of the Commonwealth or of a State or Territory;

b) the End User breaches the terms of the Agreement and the breach is not remedied within 14 days after receipt of notice from the Licensor specifying the breach and its intention to terminate the Agreement by reason of such breach; or

c) the End User commits a material breach of the Agreement which is not capable of remedy; or

d) in the reasonable opinion of the Licensor, the End User is acting in a manner or providing a Solution which has the effect or potential to damage the reputation of Australia Post which is not remedied within 14 days after receipt of notice from Australia Post or the Licensor specifying the issues; or

e) the licensed right granted by Australia Post to the Licensor for the licensing of the Australia Post Data has been suspended or terminated.

9.2. The End User acknowledges that the Licensor may exercise its rights under clause 9.1 in accordance with the directions of Australia Post.

9.3. The termination, surrender or expiry of this Agreement for any reason will not extinguish or otherwise affect:

a) any rights of either party against the other which accrued before the termination, surrender or expiry and which remain unsatisfied; or

b) any other provisions of this Agreement which are expressly stated to, or which by their nature, survive termination, surrender or expiry of this Agreement.

9.4. If this Agreement is surrendered, terminated or expires, for any reason whatsoever, then the following provision of this clause will apply notwithstanding such surrender, termination or expiry the End User must cease using the Solution and the Australia Post Data and undertakes that it will destroy all copies, reproductions or adaptations of the Solution and Australia Post Data, or any part thereof made, held or controlled by it and, promptly upon written request from the Licensor, deliver a statutory declaration sworn by an authorised representative of the End User confirming that all copies, reproductions or adaptations of the Solution and Australia Post Data, and any part thereof, have been destroyed.

10. VARIATION

10.1. Pursuant to the agreement between the Licensor and Australia Post under which the Licensor is granted a licence to the Australia Post Data, Australia Post reserves the right to vary the terms of that agreement from time to time in certain circumstances. To the extent that those variations require a corresponding variation to the terms of this Agreement, the Licensor may do so, provided that the Licensor gives the End User reasonable prior written notice of such variation (having regard to the period of notice received by the Licensor). The End User undertakes to do all things (including executing and entering into such amendment or restatement deed) as reasonably required by the Licensor to formalise and give effect to any and all variations made by the Licensor under this clause 10.1.

11. CHANGES IN LEGISLATION

11.1. Notwithstanding any other provision of this Agreement, the End User acknowledges and agrees that Australia Post and / or the Licensor must comply with any future legislation and / or Government policy which imposes binding restrictions or limitations on Australia Post's or the Licensor's use of the Australia Post Data, including any restrictions or limitations relating to the supply of Australia Post Data or elements thereof to any person, and the terms of this Agreement, and the End User's agreements with any other parties, will be varied accordingly.

12. Corporate Group Owner

12.1. This clause 12 applies if the End User is a Corporate Group Owner.

12.2. The Corporate Group for the purposes of this Agreement consists of entities identified in writing as Corporate Group entities. Customer to identify the entities (up to 10 in total, including the Corporate Group Owner) forming the Corporate Group.

12.3. The End User must ensure, and warrants that:

a) each entity of the Corporate Group is a Subsidiary of the End User at all times during the term of this Agreement; and

b) each entity of the Corporate Group is a Single Legal Entity.

12.4. The End User may permit any or all members of the Corporate Group to enjoy the benefit of the licence granted to the End User under clause 2, subject to the following conditions:

a) the End User must ensure that all of the Corporate Group members comply with this Agreement, and do not do or omit to do anything that, if done by the End User, would be a breach of this Agreement;

b) the End User is responsible for all acts and omissions of the Corporate Group members as if they were acts and omissions of the End User; and

c) all uses of the Solution and Australia Post Data by the Corporate Group members are deemed to be uses by the End User.

13. RELATIONSHIP WITH AUSTRALIA POST

the Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may reasonably enforce those provisions on behalf of Australia Post.

14. GENERAL

14.1. The End User shall not, without the Licensor's prior written consent which may be provided or withheld in its absolute discretion, assign or sub-contract any of its rights and obligations under this Agreement.

14.2. The Licensor holds the benefit of all of the provisions of this Agreement that refer to Australia Post on trust for the benefit of itself and Australia Post, and the Licensor may enforce those provisions on behalf of Australia Post.

14.3 The Agreement is governed by the law in Victoria, Australia and each party submits to the non-exclusive jurisdiction of the courts of Victoria, Australia and courts of appeal from them.

Austria ADDRESS DIRECTORY (Österreichische Post):

This product cannot be used by Customers who conduct business in address publishing and service providing.

Customers are only allowed to use the product for own internal purposes. This product cannot be used by Customers who conduct business in address publishing and service providing. If a Customer conducts business in that area, Customer is responsible for obtaining a valid license directly from the provider.

Customers are only allowed to use the product for own internal validation purposes. Customers are not allowed to use the data to provide any services to any other legal entity. If Customer wishes to provide services to any other legal entity,

Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license.

1. CANADA (CANADA POST)

1.1. **Customer** acknowledges that under the Agreement of which this Software Use Rights document Exhibit 5 forms an integral part (hereinafter referred to as the "Agreement"), **Customer** has been licensed to use SAP's product, **Authorized Value Added Products**, as the base for developing a further enhanced value-added product (the "Enhanced Value-added Product") for the purposes of

a) sublicensing the Enhanced Value-added Product to users who shall have no further sublicensing or distribution rights, or

b) providing value-added services using the Enhanced Value-added Product that cannot be provided by **Authorized Value Added Products;** or

both (a) and (b). **Customer** further acknowledges that the data components of **Authorized Value Added Products**, or the data in the files required in order to use **Authorized Value Added Products**, were acquired by SAP from third parties and that, relative to those third party data suppliers, SAP is a Customer and **Customer** is a SubCostumer (hereinafter such data components or data files referred to as the "Licensed Content").

One such third party supplier is Canada Post Corporation ("Canada Post") who has granted SAP certain rights with respect to certain Canada Post Data (the "CP Licensed Data") under which SAP may include the CP Licensed Data, in whole or in part, in the Licensed Content and distribute the same to its SubCustomers of the Enhanced Value-added Product subject to the SubCustomers (in this case **Customer´s**) prior agreement to the terms and conditions set out in these Minimum Protective Terms.

1.2. **Customer** acknowledges that Canada Post is the owner of the copyright in the Canada Post Data. **Customer** acknowledges that it is only licensed to use the CP Licensed Data in conjunction with **Authorized Value Added Products** and the Enhanced Value-added Product. **Customer** acknowledges that it may only grant rights to third parties to use the CP Licensed Product in conjunction with the Enhanced Value-added Product. Without limiting the generality of the preceding sentence, **Customer** has no right to distribute any CP Licensed Data on a stand-alone basis or for the purposes of use with any product other than the Enhanced Value-added Product.

1.3. **Customer** acknowledges, and agrees to provide notice to parties to whom it distributes the Enhanced Value-added Product, that the damages that Canada Post may incur as a result of parties using out-of-date data for mail preparation include costs that Canada Post will incur in processing and delivering that mail. Such costs include, but are not limited to, the costs incurred by Canada Post

i. for the manual readdressing and resorting of mail that was diverted from the normal automated mail processing stream because it was addressed with an invalid address, or the Postal Code^{OM} element of the address was invalid, or

ii. if the mail was delivered to the wrong address as a result of having been addressed with an invalid address, or as a result of the Postal Code^{OM} element of the address being invalid, the cost of the original sorting, processing and delivery of the mail as well as the extra costs incurred for the manual readdressing and resorting of the mail.

(Postal Code is an official mark of Canada Post.)

1.4. In order to reduce the risk of Canada Post suffering damages as a result of out-of-date data being used for mail preparation and given that CP Licensed Data will be distributed as a component of the Licensed Content, **Customer** agrees

a) not to distribute the Licensed Content until after **Customer** has put in place safeguards to reduce the risk of "data scraping" or "bulk downloads of data"; **Customer** agrees to keep abreast of developments in technology and to update the safeguards in place to further reduce such risks as improved technology becomes available from time to time, and

b) to ensure that the parties to whom the CP Licensed Data is distributed, whether as a component of the Enhanced Value-added Product or as a, or component of a, data file, to be used in conjunction with an Enhanced Value-added Product, are informed that the same is not to be used for mail preparation purposes and that this prohibition applies, without limitation, to each of the following:

i. addressing mail;

ii. presorting addressed mail;

iii. preparing unaddressed mail by householder count for delivery.

1.5. **Customer** also acknowledges that if it develops any product that uses data for which the original source of that data is Canada Post, which product is intended to be used for any of the purposes listed in clause 4(b)(i), (ii) or (iii), **Customer** has no right to use or distribute such a product or to offer any services in relation to such a product unless **Customer** has a then current right to do so under a written agreement signed by both **Customer** and Canada Post.

1.6. **Customer** agrees to include

a) in the hard copy or electronic copy of the license agreements, which **Customer** represents will accompany all copies of the Enhanced Value-added Product and of the Licensed Content distributed by **Customer** that contain CP Licensed Data, and

b) on the start-up screen of the Enhanced Value-added Product and in the terms and conditions of use posted on any website by which a user may access the Enhanced Value-added Product,

a notice stating that the Enhanced Value-added Product contains data copied under license from Canada Post Corporation and indicating the date of the Canada Post Corporation data file (or the date of the earliest Canada Post Corporation data file, if more than one) from which the data was copied. Where the language of the **Customer** product or service is French, **Customer** shall use the French version of the *pro forma* notice that is set out further on below, but if the product or service is in a language other than English or French, **Customer** shall include the equivalent notice but in the relevant language. Each such notice shall be tailored with the appropriate information by replacing the "**[Insert...]**"/ « **[Indiquez...]** » « **[Insérez...]** » instructions with the information contemplated:

"This **[Insert appropriate reference to medium, i.e. diskette, tape, etc.]** contains data copied under license from Canada Post Corporation. The Canada Post Corporation file from which this data was copied is dated **[Insert date]**."

French version of the *pro forma* notice

"**[Indiquez le support approprié, c'est-à-dire «Cette disquette», « Cette bande magnétique», etc.]** contient des données qui ont été reproduites avec l'autorisation de la Société canadienne des postes. Le fichier de la Société canadienne des postes d'où proviennent ces données est daté du **[Insérez la date]**."

1.7. **Customer** acknowledges that the CP Licensed Data is licensed to **Customer** on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose. **Customer** will include a provision in its terms of use requiring a user of the CP Licensed Data to acknowledge that the CP Licensed Data is licensed on an "as is" basis and that Canada Post makes no guarantees, representations or warranties respecting the CP Licensed Data, either expressed or implied, arising by law or otherwise, including but not limited to, effectiveness, completeness, accuracy or fitness for a particular purpose.

1.8. Neither SAP nor Canada Post shall be liable in respect of any claims whatsoever alleging any loss, injury or damages, direct or indirect, which may result from ´**s**, or any of its user's, possession or use of the CP Licensed Data. Neither SAP nor Canada Post shall be liable in any way for loss of revenue or contracts, or any other consequential loss of any kind resulting from any defect in the CP Licensed Data.

1.9. **Customer** shall indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of **Customer´s** possession or use of the Licensed Content. **Customer** will include a provision in its terms of use requiring a user of the CP Licensed Data to indemnify Canada Post and its officers, employees and agents from all claims whatsoever alleging loss, costs, expenses, damages or injuries (including injuries resulting in death) arising out of such user's possession or use of the CP Licensed Data.

2. FINLAND

Service Description and Terms of Use for Finland POSTAL CODE SERVICES provided through Itella

Effective: January 1, 2013

2.1. **SERVICES**

The services consist of the postal code system and basic and changed information contained by domestic address files in a fixed format.

2.2. TERMS OF USE FOR THE SERVICES

The following terms of use for the service apply.

2.3. **USING THE SERVICES**

The information provided is always based on the information included in Itella's postal code system. The system data is based on information provided for Itella by municipalities and postal code information updated by Itella. Itella does not check the information received from municipalities.

Itella delivers the information available to self-service channels.

2.4. THE CUSTOMER'S RESPONSIBILITIES

The customer is responsible for retrieving the postal code material, unpacking packaged files, handling and using the material, and updating its systems.

The customer is responsible for ensuring that, upon any disclosure of the material to third parties, the recipient also receives the updated service description and terms of use.

2.5. ITELLA'S RESPONSIBILITIES

Itella is responsible for offering updated information available for retrieval on time as set out in the service description, unless otherwise stated later in this section. Itella is not responsible for damage caused by delayed, altered, or lost data due to equipment failure, communications or system disruptions, or other similar reasons.

Itella does not guarantee that the information is fully faultless. There may be errors in the information caused by recurring changes or the party reporting the changes. Itella is not responsible for errors in information that were not caused by Itella's negligence.

Itella is not responsible for any information user obligations towards third parties.

Itella is not responsible for the uninterrupted availability of service channels or the updating frequency of the information.

2.6. LIMITATION OF THE SERVICES

In the services, information about Åland Islands is only at a postal code level without any street data.

The services contain information about public postal codes.

3. FRANCE ADDRESS DIRECTORY (MEDIAPOST):

Customer is not allowed to use the data to provide commercial services or any other services to any third party. Customer is only allowed to use the data for its own internal validation purposes. Customer is only permitted to have the data hosted on 1 site. Breach of these limitations will lead to additional license fees and/or penalties.

4. GERMANY ADDRESS DIRECTORY (DEUTSCHE POST DIREKT):

Customer´s are not allowed to use the data to provide any services to any other third party. Customer`s are especially not allowed to distribute the product any further. Customer`s are only allowed to use the data for own internal validation purposes. Customer`s are not allowed to use the data to provide any services to any other legal entity. If Customer wishes to provide services to any other legal entity, Customer is responsible for obtaining a valid license directly from the provider. Any use within another legal entity requires a separate license. Customer´s are not allowed to distribute the product any further.

NETHERLANDS (CENDRIS):

For the purposes of these Netherlands Address Directory third party pass-through terms, “End User or Corporate End User” shall mean the purchaser of the Package (whether directly through an SAP company or through a reseller), being the legal entity that enters into a software license agreement with an SAP company or a reseller for its own internal use and/or its Affiliates internal use of the Package; “Postcode Table and Supplementary Products” shall mean the file with all the cities/towns, streets and postcodes in the Netherlands, along with the corresponding house numbers or series of house numbers; and “Additional Products” shall mean products supporting the use of the Postcode Table.

End User is only permitted to use the Package for internal use.

End User is not permitted to deliver the Postcode and Address File and/or Additional Products (irrespective of whether they are integrated into the Package) to third parties.

NEW ZEALAND (NEW ZEALAND POST):

This section contains the terms and conditions specified by New Zealand Post in respect of use of New Zealand Post’s Postal Address File as part of the software supplied to you by SAP. Definitions used in this section apply exclusively to this section. In the case of conflict between the defined terms in this section and defined terms in the main body of the Use Rights document, the defined terms in this section shall take precedence solely in relation to use of New Zealand Post’s Postal Address File.

1. DEFINITIONS

In this section:

- **Data** means the Postal Address File, as more particularly described at www.nzpost.co.nz/sendright, as such description is amended from time to time.
- **Documentation** means any user and technical documentation supplied by New Zealand Post with the Data to enable SAP, End Users or any of their personnel to use the Data, and any confidential information of New Zealand Post.
- **End User** means any person to whom Data is permitted to be distributed, sold or made available by SAP.
- **Intellectual** Property Rights includes copyright and all rights conferred under statute, common law or equity in relation to inventions (including patents), registered or unregistered trade marks, registered or unregistered designs, circuit layouts, databases, confidential information, know-how, and all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields anywhere in the world, together with all right, interest or licence in or to any of the foregoing.
- Incorporated Software means the software providing the address data services supplied to the End User by SAP which incorporates the Data.
- **Licensor** means New Zealand Post Limited, at Wellington NZ.

i. The End User (and any of its agents and sub-contractors) may only use Data in accordance with the terms of this section, for the End User’s internal purposes, and only as part of or in combination with the Incorporated Software and/or any related services provided to it by SAP. The End User must procure that any agents or sub-contractors to whom the Data is provided comply with the terms of this Agreement.

ii. The End User agrees that the Data and the Documentation and all Intellectual Property Rights and other rights in the Data and the Documentation from time to time remain the property of New Zealand Post and its licensors (as the case may be).

iii. The End User must not remove or tamper with any disclaimer or copyright notice attached to or used in relation to Data.

iv. The End User has no right to use any of the trade marks, business names or logos of New Zealand Post unless expressly stated otherwise in any sub-licence granted to the End User by the SAP within the terms of any licence granted by New Zealand Post to SAP.

i. The End User must not at any time (a) copy, reproduce, publish, sell, let, modify, extract or otherwise part with possession of the whole or any part of the Data or relay or disseminate the same to any other party; (b) other than as permitted under (i) above, provide the Data to (or allow the provision of the Data to, or access to the Data of) any agents or sub-contractors of the End User without the prior written consent of New Zealand Post; or (c) sub-license all or any part of the Data to any person, or purport or attempt to do so, in each case, unless expressly permitted otherwise by New Zealand Post in writing.

ii. The End User may make a reasonable number of back-up copies of the Data for security purposes. The End User may only use such back-up copies for archive retention and retrieval purposes, and only during the term of the licence.

iii. If any licence under which a third party grants to New Zealand Post the right to incorporate the third party's material in the Data is terminated, the licence to the End User in respect of that material terminates and the End User must, at New Zealand Post's request, remove the same material from any copies of any Data held by the End User within 90 days.

iv. The End User must not make any statement or claim relating to the Data being approved, recommended or endorsed by New Zealand Post or do anything similar or imply that such is the case, unless New Zealand Post has expressly given its prior written consent to the form and content of such claim.

v. The End User must comply with the requirements of the Privacy Act 1993 and any other applicable law or regulations relevant to its possession or use of Data.

vi. x.The End User must ensure that its personnel, agents and sub-contractors comply with the above terms as if they were SAP.

vii. The End User acknowledges that New Zealand Post has made no warranty that the Data will be free from errors, omissions, inaccuracies, viruses or other destructive code, or that the Data will be fit for the End User's purpose or for use in any specific technical environment.

viii. On receipt of an update to any Data (including as part of any update of the Incorporated Software) (such updates each being an "Update"), the End User must as soon as practicable cease use of any previous version of the Data (and must in any event cease such use by the end of the term of the licence) and commence use of the Update.

ix. The End User's right to use each Update shall terminate six months after the date on which such Update was released by New Zealand Post. Early termination of SAP's licence from New Zealand Post shall not affect the End User's right to use any Data

provided that such early termination was not caused by or connected with any act or omission of the End User.

x. The End User must keep the confidential information of New Zealand Post, including the Data, confidential.

xi. The End User acknowledges and agrees that Land Information New Zealand ("LINZ") and the Crown hold absolutely and exclusively certain material which has been licensed to New Zealand Post and incorporated into the Data, and that LINZ and the Crown do not assign any copyright or other intellectual property rights in such material either to New Zealand Post, SAP or the End User. The End User further acknowledges and agrees that LINZ and the Crown shall not, in any circumstances, be liable for any loss or damage (even if LINZ or the Crown has been advised of the possibility of such loss or damage, and including, without limitation, any direct loss, indirect loss, consequential loss, loss of profits, business interruption loss or loss of data) suffered by the End User or any other person in connection with this Agreement. In the event that any exclusion of the liability of LINZ or the Crown set out in this clause is inapplicable, or is held unenforceable, the liability of each of LINZ and the Crown under or in connection with this Agreement, or arising out of any use, reproduction, modification, or creation of compilations or derivative works of or from the Data (by the End User or any other person), whether that liability arises in tort (including negligence), equity or any other basis, shall be limited to the fees paid by New Zealand Post for the material incorporated in the Data which gave rise to the loss or damage, exclusive of GST. For the purposes of the Contracts (Privity) Act 1982, this clause confers a benefit on, and is enforceable by, LINZ and the Crown.

xii. The End User agrees and represents that it is acquiring the Data and any Documentation for the purposes of a business and that the Consumer Guarantees Act 1993 (New Zealand) does not apply.

xiii. xviii. The End User must indemnify New Zealand Post and keep New Zealand Post indemnified against any claim, proceeding, damage, liability, loss, cost or expense (including legal costs on a solicitor and own client basis), whether arising in contract, tort (including for negligence) or otherwise, arising out of or in connection with any breach by the End User of any of the above terms or the use of the Data by the End User or any other person who has obtained the Data from an End User. The End User's total aggregate liability to New Zealand Post under this clause xvii shall not exceed $250,000.

xiv. New Zealand Post must have rights to enforce the above terms for the purposes of the Contracts (Privity) Act 1982, and is entitled to terminate the End User's right to use any Data if the End User breaches any of those terms.

SPAIN (DEYDE):

Customer acknowledges that the DEYDE-STREETFILES, which are used in the Spain Address Directory within all versions of Data Services and Data Quality Management, are the intellectual property of DEYDE.

Switzerland Address Directory (Schweizerische Post):

Customer´s are not allowed to extract any data provided. Customer`s are only allowed to use the product for own validation purposes. Customer`s are not allowed to use the data to provide any services to any other legal entity. Any use within another

TOM TOM:

Third Party Restrictions

a) Additional provisions for MultiNet® data of Norway. End User is prohibited from using the MultiNet® data of Norway to create commercial general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority.

b) Additional Provisions with respect to the data for China: End User agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to End User when available to TomTom. China data may not be exported from China.

c) Additional Provisions with respect to the data for India: End User agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to End User when available to TomTom.

d) Additional Provisions with respect to the data for Korea: End User agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. Korea data may not be exported from Korea.

e) As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

f) Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for

- telephone call routing related applications;
- screen pop applications,
- CD-ROM director of other derivative directory product;
- verification services;
- caller name services; and
- online marketing lead verification services.

Following restrictions will apply to usage of the Brand Icon component:

g) End User agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

Additional End User provisions:

h) End User shall not use the Authorized Application to create (or assist in the creation of) a digital map database. A “digital map database” means a database of geospatial data containing the following information and attributes: (x) road geometry and street names; or (y) routing attributes that enable turn-by-turn navigation on such road geometry; or (z) latitude and longitude of individual addresses and house number ranges.

i) End User shall not use the Authorized Application to provide competitive information about TomTom or its products to third parties.

j) The Authorized Application may not be used for in-flight navigation.

k) In the event that any End User is a government entity, include language which is substantially the same as the following:

l) U.S. GOVERNMENT RIGHTS. If End User is an agency, department, or other entity of the United States Government, or funded in whole or in part by the United States Government, then use, duplication, reproduction, release, modification, disclosure or transfer of this commercial product and accompanying documentation, is restricted in accordance with the LIMITED or RESTRICTED rights as described in any applicable DFARS or FAR. In case of conflict between any of the FAR and/or DFARS that may apply to the Licensed Product, the construction that provides greater limitations on the Government’s rights shall control. Contractor/manufacturer is TomTom North America, Inc., 11 Lafayette Street, Lebanon, NH 03766-1445. Phone: 603.643. 0330. The Licensed TomTom Products are © 2006-201_ by TomTom. ALL RIGHTS RESERVED. For purpose of any public disclosure provision under any federal, state or local law, it is agreed that the Licensed TomTom Products are a trade secret and a proprietary commercial product and not subject to disclosure.

m) If End User is an agency, department, or other entity of any State government, the United States Government or any other public entity or funded in whole or in part by the United States Government, then End User hereby agrees to protect the Licensed TomTom Products from public disclosure and to consider the Licensed TomTom Products exempt from any statute, law, regulation, or code, including any Sunshine Act, Public Records Act, Freedom of Information Act, or equivalent, which permits public access and/or reproduction or use of the Licensed TomTom Products. In the event that such exemption is challenged under any such laws, this agreement shall be considered breached and any and all right to retain any copies or to use of the Licensed TomTom Products shall be terminated and considered immediately null and void. Any copies of the Licensed TomTom Products held by Customer shall immediately be destroyed. If any court of competent jurisdiction considers this clause void and unenforceable, in whole or in part, for any reason, this agreement shall be considered terminated and null and void, in its entirety, and any and all copies of the Licensed TomTom Products shall immediately be destroyed.

Additional Licensed Product Provisions and Details

n) Additional Provisions with respect to the MultiNet® data of Norway only. Customer is prohibited from using the MultiNet® data of Norway to create general purpose printed or digital maps, which are similar to the basic national products of the Norwegian Mapping Authority. (Any Authorized Application of the MultiNet® data of Norway shall be regarded as similar to the basic national products of the Norwegian Mapping Authority if such Authorized Application has a regional or national coverage, and at the same time has a content, scale and format that are similar to the basic national products of the Norwegian Mapping Authority.)

o) Additional Provisions with respect to the data for China: Customer agrees that any Licensed Product which contains data of China may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. China data may not be exported from China.

p) Additional Provisions with respect to the data for India: Customer agrees that any Licensed Product which contains data of India may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom.

q) Additional Provisions with respect to the data for Korea: Customer agrees that any Licensed Product which contains data of Korea may be subject to additional terms and conditions which shall be provided to Customer when available to TomTom. Korea data may not be exported from Korea. Data cannot be shipped to End Users in an open format (such as ESRI shapefile).

r) As of the Effective Date, the following restriction applies to the Licensed TomTom Products: The 6-digit alpha/numeric Canadian Postal Codes contained in any Licensed Product cannot be used for bulk mailing of items through the Canadian postal system. Furthermore, the 6-digit alpha/numeric Canadian Postal Codes must be wholly contained in the Authorized Application and shall not be extractable. Canadian Postal Codes cannot be displayed or used for postal code look-up on the Internet, nor can they be extracted or exported from any application to be utilized in the creation of any other data set or application. Notwithstanding the above, an End User may optionally correct or derive Canadian Postal Codes using the Value Added Products, but only as part of the address information for locations (e.g.: of delivery points and depots) that have been set up in the Value Added Product, and optionally extract data for fleet management purposes.

s) Additional provisions with respect to the Premium Points of Interest North America Licensed Product: It is expressly prohibited to use the Premium Points of Interest North America for

   a) telephone call routing related applications;
   b) screen pop applications,
   c) CD-ROM director of other derivative directory product;
   d) verification services;
   e) caller name services; and
   f) online marketing lead verification services.

The Local Points of Interest North America cannot be licensed to the following companies, their commonly owned companies or aliases: Acxiom, Accudata, Allant, Alliance Data,

eBeureau, Equifax, Experian, Knowledgebase Marketing, ChoicePoint, Harte-Hanks, Infutor, Donnelley Marketing, infoGroup, Trans Union, Transaction Network Services, and LexisNexis.

Following restrictions will apply to usage of the Brand Icon component:

t) Customer agrees that the use of the Brand Icon component is subject to the terms and conditions set forth in this Agreement and that there may be additional third party terms, conditions and restrictions to which the use of the Brand Icon component will be subject and which will be provided to the End User from time to time in the product release notes.

u) Copyright Notices. Customer shall conspicuously display each applicable then current copyright notice for the Licensed TomTom Products in accordance with Article 10.5 "Intellectual Property (rights) notice" for each Authorized Application that is based upon:

3. MULTINET®.

As Of The Effective Date, The Copyright Notice Is: "Data Source © <Current Year> Tomtom"; And, In Addition, "Based On":

a) MultiNet® data of Austria. As of the Effective Date, the copyright notice is: "© BEV, GZ 1368/2003."

b) MultiNet® data of Denmark. As of the Effective Date, the copyright notice is: "© DAV, violation of these copyrights shall cause legal proceedings."

c) MultiNet® data of France. As of the Effective Date, the copyright notice is: [for an Authorized Application for Navigation Units: "© IGN France."] / [for an Authorized Application for Geographic Information Systems: "Georoute © IGN France."] / [for an Authorized Application for navigational products: "Michelin data © Michelin 20__"]

d) MultiNet® data of Indonesia. As of the Effective Date, the copyright notice is: "® Base data Bakosurtanal".

e) MultiNet® data ofGreat Britain. As of the Effective Date, the copyright is: "Contains Ordnance Survey data © Crown copyright and database right [current year]" and "Contains Royal Mail data © Royal Mail copyright and database right [current year]"

f) MultiNet® data of Northern Ireland. As of the Effective Date, the copyright notice is: "Ordnance Survey of Northern Ireland."

g) MultiNet® data of Norway. As of the Effective Date, the copyright notice is: "© Norwegian Mapping Authority, Public Roads Administration / © Mapsolutions."

h) MultiNet® data of Russia: As of the Effective Date, the copyright notice is: "© Roskartographia"

i) MultiNet® data of Switzerland. As of the Effective Date, the copyright notice is: "© Swisstopo."

j) MultiNet® data of The Netherlands. As of the Effective Date, the copyright notice is: "Topografische onderground Copyright © dienst voor het kadaster en de openbare registers, Apeldoorn 2013."

4. MultiNet North America:

As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other

intellectual property rights owned or licensed to TomTom. TomTom is an authorized user of selected Statistics Canada computer files and distributor of derived information products under Agreement number 6776. The product is sourced in part from Statistics Canada computer files, including 2010 Road Network File (RNF), 92-500-G and 2006 Census Population and Dwelling Count Highlight Tables, 97-550-XWE2006002. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, GeoBase®, and Department of Natural Resources Canada, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

5. MULTINET POST:

As of the Effective Date, the copyright notice is: "© 2006 – 2013_ TomTom. All rights reserved. This material is proprietary and the subject of copyright protection and other intellectual property rights owned or licensed to TomTom. The product includes information copied with permission from Canadian authorities, including © Canada Post Corporation, All rights reserved. The use of this material is subject to the terms of a License Agreement. You will be held liable for any unauthorized copying or disclosure of this material."

6. PREMIUM POINTS OF INTEREST NORTH AMERICA:

As of the Effective Date, the copyright notice is: "© 2006-2013 TomTom. All rights reserved. This material is proprietary and the subject of copyright protection, database right protection and other intellectual property rights owned by TomTom or its suppliers. Portions of the POI database contained in Local Points of Interest North America have been provided by Localeze. The use of this material is subject to the terms of a license agreement. Any unauthorized copying or disclosure of this material will lead to criminal and civil liabilities."

UK (ROYAL MAIL)

PREAMBLE

The following terms constitute the end user licence agreement for PAF® Data.

Public Sector entities operating within the United Kingdom must also enter into a direct Public Sector Licence agreement with Royal Mail. SAP will require Customer to provide evidence of such a valid licence.

Corporate Group licences are available by also entering into a direct licence agreement with Royal Mail. SAP will require Costumer to provide evidence of such a valid licence.

The End User agrees to notify Solution Provider and/or Third Party Solution Providers immediately about any licensing changes and/or exceeding of the licensed category.

DEFINITIONS AND INTERPRETATION

In this Licence the following terms have the following meanings:

Bureau Customer	a customer for a Bureau Service
Bureau Services	a service comprising the Data Cleansing of a Customer Database and the supply of the resulting Cleansed Customer Database back to the relevant customer
Customer Database	a database of an End User's customer
Data Cleansing	the processing of existing data records using PAF® Data: (a) including validating, reformatting, correcting or appending additional data to those records, and (b) including the use of PAF® Data within address capture applications, but (c) not including Data Extraction (whether carried out by an address capture application or otherwise), and **Cleansed** shall be read accordingly
End User	a single legal entity who a Customer may permit to use PAF® Data through its Users in accordance with this Licence
End User Terms	the terms set out in the Licence
Extracted Data	data generated as a result of Data Extraction
Licence	these terms made up of the “Preamble” section, “Definitions and Interpretation” section and the “Licence Terms” section
PAF® Data	Royal Mail's database known as PAF®, and including the database known as the "Alias File"
Solution	a product or service or other solution which benefits from or includes PAF® Data (including the provision of PAF® Data itself), in whatever form, however produced or distributed and whether or not including other functionality, services, software or data
Substantially All Database	a database which on its own or as part of another database comprises all or substantially all the addresses in the United Kingdom or any of England, Wales, Scotland or Northern Ireland
User	an individual authorised by an End User to use a Solution

LICENCE TERMS

1. END USERS' PERMITTED USE OF SOLUTIONS

End Users may freely use PAF® Data in Solutions in accordance with these End User Terms.

2. CONDITIONS OF USE

a) End Users must not make copies of PAF® Data except as permitted by these End User Terms or reasonably necessary for back-up, security, business continuity and system testing purposes.

b) End Users may use PAF® Data for Data Extraction but Extracted Data:

i. may only be accessed by Users, and

ii. must not be supplied or any access to it provided to any third party.

c) End Users may provide Cleansed data to third parties provided that:

iii. where that supply is a Bureau Service, the End User and the Bureau Customers comply with the restrictions in Schedule 4, and

iv. if such databases are Substantially All Databases:

. such databases are not represented or held out as a master, original or comprehensive address database or other similar description,

. the access is provided in the course of the End User's normal data supply or routine business activities and is not carried on as a business in its own right, and

. the provision includes a prominent notice that the relevant Cleansed data has been cleansed against PAF® Data.

d) End Users must not permit access to, display or communicate to the public any Solutions, except for the purposes of capturing or confirming address details of third parties.

e) Except as set out in these End User Terms, End Users must not:

transfer, assign, sell or license Solutions or their use to any other person,

v. use Solutions to create a product or service distributed or sold to any third party which relies on any use of PAF® Data, including copying, looking up or enquiring, publishing, searching, analysing, modifying and reformatting, or

vi. copy, reproduce, extract, reutilise or publish Solutions or any of them.

3. SUBCONTRACTING

End Users may provide PAF® Data to their subcontractors who may use it to the extent necessary for:

b) the provision of information technology services to the End User, or

c) acting on behalf of the End User

in each case for the End User's own business purposes and not those of the sub-contractor and provided that each such sub-contractor agrees to observe the restrictions on use of PAF® Data contained in these End User Terms and that the End User is responsible for any breaches of those terms by such sub-contractor.

4. PERSONAL RIGHTS

End User rights are personal, limited and non-transferable.

5. ROYAL MAIL'S IPR NOTICE

The End User acknowledges that Royal Mail is the owner of the intellectual property rights in PAF® Data and the PAF® brand and it does not acquire and is not granted any rights to use those intellectual property rights other than as set out in these End User Terms.

6. CESSATION OF USE OF PAF® DATA

End Users must cease use of PAF® Data if their right to use PAF® Data is terminated and also destroy any copies of PAF® Data they hold.

7. PAF® USE BY USERS

End Users must ensure that:

a) these End User Terms bind their Users,

b) only their Users exercise the use rights of Solutions and PAF® Data granted to End Users further to these End User Terms, and

c) in the event of termination or expiry of End Users' rights to use Solutions and PAF® Data, the rights of Users to use them also terminate.

USA – USPS SUBLICENSE AGREEMENTS

1. LIMITS ON USE OF DATA

1.1 USPS Certified Address Directory Option for DPV and Lacslink. In the event Customer activates the locking features of the Software and wishes to unlock such features, Customer 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.)

USPS SuiteLink:

Customer`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;

Customer`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.

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

Customer acknowledges that:

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

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

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.

USPS NCOALINK

Customer 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").

Customer 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 Customer.

For the purposes of communicating with addressees on Customer's Mailing Lists and for the purpose of record-keeping, however, Customer is permitted to retain updated addresses so long as not used in violation of paragraph 2 above, for individuals and entities with whom Customer has or had a business relationship, in connection with which Customer will use the updated address; however, these updated addresses may only be used by Customer and Customer 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.

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.

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

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

Customer 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.

CustomerCustomer 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 Customer solely for use with the NCOALink Product under a nonexclusive, limited distribution license from USPS; and

d) the rights Customer 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 Customer´s specific right to use the NCOALink Interface to access the NCOALink data.

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

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

DPV SUBLICENSE AGREEMENT

This Sublicense Agreement (“Sublicense”) between SAP and Customer, its subsidiaries and affiliates, current and future (“SubCustomer”) sets forth additional terms required by the United States Postal Service (“USPS”) regarding SubCustomer 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. SubCustomer 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. SubCustomer acknowledges that the address information contained within the DPV Product is subject to Title 39 USC § 412. SubCustomer 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. SubCustomer acknowledges that the DPV Product is confidential and the proprietary property of the USPS. SubCustomer further acknowledges that the USPS represents that it is the sole owner of copyrights and other proprietary rights in the DPV Product.

4. SubCustomer shall not use the DPV Product technology to artificially compile a list of delivery points not already in SubCustomer`spossession or to create other derivative products based upon information received from or through the DPV Product technology.

5. No proprietary SubCustomer 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. SubCustomer may not use the DPV technology to artificially generate address records or to create mailing lists.

6. The DPV Product processing requires SubCustomer 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 SubCustomer may, at any time, disclose to any third party any address information obtained in the performance of this agreement. SubCustomer 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, SubCustomer acknowledges that unauthorized use and/or disclosure of the DPV will irreparably harm the USPS’ intellectual property. Therefore, SubCustomer (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 SubCustomer 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 SUBCUSTOMER 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 SubCustomer for infringement of any U.S. copyright, trademark, or service mark in the DPV provided to SubCustomer under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by SubCustomer 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, SubCustomer 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 SubCustomer´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 SubCustomer, or any employee, agent, or representative of SubCustomer.

9. SubCustomer 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 SubCustomer´sSublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels SubCustomer´s DPV processing, (i) SubCustomer shall not be entitled to any refund or credit from SAP; and, (ii) SAP will discontinue shipping DPV directories to SubCustomer.

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

11. SubCustomer 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 SubCustomer involving transactions related to this agreement.

12. SubCustomer 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 SubCustomer shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of SubCustomer.

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

USPS LACSLINK SOFTWARE SUBLICENSE

This Sublicense Agreement (“SubCustomer”) between SAP and Customer, its subsidiaries and affiliates, current and future (“SubCustomer”) sets forth additional terms required by the United States Postal Service (“USPS”) regarding SubCustomer´suse 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. SubCustomer´sright to use the Interface shall be strictly limited to use only within the geographic boundaries governed by the Unites 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

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

   - USPS owns the LACSLink Product and USPS marks;
   - SAP provides the SAP product in part under license from USPS;
   - SubCustomer is a **Customer** under SAP’s license from USPS and obtains from SAP no broader right than granted to SAP in such license from USPS:
   - **SubCustomer** shall be strictly limited to using the Interface only as a component of the SAP product; and **SubCustomer** agrees that id 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 SUBCUSTOMER 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 SubCustomer for infringement of any U.S. copyright, trademark, or service mark in the LACSLink Product provided to

SubCustomer under this Agreement. The foregoing obligation shall not apply unless SAP shall have been informed within five (5) calendar days by SubCustomer 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, SubCustomer 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 SubCustomer´sperformance 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, bySubCustomer, or any employee, agent, or representative of SubCustomer.

a. SubCustomer 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 SubCustomer´Sublicense, including, but not limited to, arbitrating the cancellation decision on behalf of the customer. In the event the USPS cancels SubCustomerCustomerCustomer SubCustomer's LACSLink Product processing:

a) SubCustomer shall not be entitled to any refund or credit from SAP; and

b) SAP will discontinue shipping LACSLink Product directories to SubCustomer.

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

7. SubCustomer 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 SubCustomer involving transactions related to this agreement.

8. SubCustomer 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 SubCustomer shall be terminated immediately in the event of a dissolution, merger, buy-out, or transfer of any kind of the assets of SubCustomer.

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

DSF2 INTERFACE (USPS DELIVERY SEQUENCE FILE - DSF2)

SubCustomer 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”).

SubCustomer right to use the DSF2 Interface is strictly limited to use only within the United States, its territories, and possessions.

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

SubCustomer 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.

SubCustomer 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 Customer is providing the Interface to SubCustomer solely for use with the DSF2 Product under a nonexclusive, limited distribution license from USPS; and
d) that the rights SubCustomer obtains in this license are derived from Customer’s agreement with USPS and SubCustomer obtains from Customer no broader right than Customer obtains from USPS, except as to SubCustomer´specific right to use the DSF2 Interface to access the DSF2 data.

SubCustomer is strictly limited to using the Interface only with the DSF2 Product; and

SubCustomer acknowledges and agrees that SubCustomer 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 an SAP Business One system is 1 SAP Business One Starterpackage User or 1 SAP Business One Professional User.

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

1. INTEGRATION FRAMEWORK FOR SAP SMES

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

2. SAP BUSINESS ONE STARTER PACKAGE USER

2.1 **Minimum license requirement:** 1 SAP Business One Starter Package User.

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

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

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

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

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

3.4 SAP Crystal product versions for SAP Business One

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

b) are further subject to the terms and conditions applicable to SAP Crystal as stated in the List of Prices and Conditions for SAP Software and Support; and

c) cannot be in deployed in a standalone environment.

3.5 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: Customer has to purchase 1 Professional User or 1 Limited User or one Indirect access User for each option licensed.

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

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

5. SAP BUSINESS ONE NAMED USER

5.1. A **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 an SAP Business One system work with production and Material Resource Planning (MRP) and use the SAP Business One Software Development Kit (SDK). The SAP Business One Professional User includes the rights granted under a SAP Business One Mobile Application User, 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.

5.2**.** **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 includes the rights granted under a SAP Business One Mobile Application User, SAP Business One Indirect Access User license.

5.3. **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 if such Named User is also an individual licensed from SAP as an SAP Business One Limited User and both are licensed for the same runtime database, if any. If receiving maintenance under the maintenance agreement, Customer must be subscribed

to and fully paid on maintenance for both this User and the underlying SAP Business One Limited User for so long as Customer continues to receive maintenance under the maintenance agreement. This allow the upgrade from: SAP Business One Limited CRM User to SAP Business One Professional User; SAP Business One Limited Financial User to SAP Business One Professional User; SAP Business One Limited Logistic User to SAP Business One Professional User; SAP Business One Limited to SAP Business One Professional User; SAP Business One CRM Sales User to SAP Business One Professional User; SAP Business One CRM Service User to SAP Business One Professional User.

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

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

5.6. **SAP Business One Starter Package User** 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 includes the rights granted under a SAP Business One Mobile Application User and 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.

5.7. **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 User 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 maintenance under the maintenance agreement, Customer must be subscribed to and fully paid on maintenance for both this User and the underlying SAP Business One Starter Package User for so long as Customer continues to receive maintenance under the maintenance agreement.

5.8. **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 User 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 maintenance under the maintenance agreement, Customer must be subscribed to and fully paid on maintenance for both this User and the underlying SAP Business One Starter Package User for so long as Customer continues to receive maintenance under the maintenance agreement.

6. SAP BUSINESS ONE METRICS

6.1 **"Contract price"** is the net value of the Software Agreement. Contract price for partners is defined as the amount the Partner has to pay for SAP and Third Party Software to SAP. So, the Contract price for Partners is calculated based on the price recommended by manufacturer minus all partner discounts.

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

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

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

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

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

7. PRODUCT SPECIFIC TERMS FOR BUSINESS ONE SOFTWARE

7.1 SAP Business One Engine for SAP HANA

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

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

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

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

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

8. LOCALIZATIONS

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

9. FAIL-OVER SYSTEMS

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

10. TEST SYSTEMS

10.1 The Customer is entitled to run 1 SAP Business One software system for internal testing purposes. For such Customertest system, Customer may use the same users which Customer has licensed for productive use of SAP Business One software.

PART 3 SAP MAINTENANCE AND SUPPORT

This part of the document contains the conditions for the SAP Support provided for the software as referenced in the contractual agreements.

Maintenance Phases and Support Offerings

In order to receive support the Customer needs to define a central point of contact for contract processing with SAP (including license audit, billing, order processing, user master and installation data management).

SAP offers different Maintenance Phases for a particular software release. The scope of SAP Support for a specific software release depends upon the maintenance phase applicable to that specific release. Since SAP's software licensing is release-independent, the relevant maintenance phase depends only on the actually implemented release of the software but not on the underlying software license. The maintenance phases described below apply for SAP Business Suite as well as SAP NetWeaver. For the SAP BusinessObjects portfolio and within product bundles, different maintenance phases may apply.

The following section 1.1 distinguishes 3 maintenance phases: Mainstream Maintenance, Extended Maintenance and Customer-specific Maintenance. They apply for SAP Business Suite as well as SAP NetWeaver. For the SAP BusinessObjects portfolio, different maintenance phases may apply. For the purposes of this section 1.1, "SAP Support" is referring to SAP Enterprise Support, SAP Product Support for Large Enterprises and SAP Standard Support, subject to the contractual agreement.

Access to SAP Support Advisory Center and Remote Services, e.g. Continuous Quality Checks , Knowledge Transfer Sessions and Guided Self Services (each as applicable under the respective service description) will only be provided subject to Customer's establishment of a mission critical deployment by certification of its Customer COE.

SAP Solution Manager Enterprise Edition is available to all SAP Support customers to the extent stated in the applicable service description, but currently does currently interface only with selected SAP Business Objects portfolio products. Customers of SAP Support will be required to install Solution Manager and utilize its capabilities (at a minimum, remote support component in the case of Customers using only SAP BusinessObjects portfolio products) in the event at least one licensed SAP BusinessObjects portfolio product is supported by SAP Solution Manager Enterprise Edition.

Customer must choose one of the SAP Support models (SAP Enterprise Support, SAP PSLE or SAP Standard Support) for its entire SAP landscape. Mixed SAP landscapes, i. e. SAP landscapes that are supported under different SAP Support models, are not permitted. Until the execution of a holistic agreement for one of the SAP Support models for Customer´s entire SAP landscape in case of a mixed SAP landscape, only SAP Enterprise Support can be agreed on for additional licenses.

The prices for the respective SAP Support model, that are in principle applicable at the time of a contract conclusion, are provided in the document „SAP Price List (Part for SAP Applications and Technology Platform on-premise Solutions, SAP Business One)“ referenced to herein. In individual cases, these prices may differ, in particular if Software was previously under SAP Support and increases of the SAP Support Fee have already taken place. Prices will be communicated by SAP on request in individual cases.

1.1. Maintenance Phases

1.1.1. Mainstream Maintenance

Mainstream Maintenance is the first maintenance phase for a release, starting with SAP's release to customer date. During Mainstream Maintenance, Customer receives the full scope of SAP Support features as defined in the respective sections. Mainstream Maintenance is covered by the SAP Support Agreement.

1.1.2. Extended Maintenance

After the end of the Mainstream Maintenance period, SAP offers Extended Maintenance for selected releases of SAP software. During the Extended Maintenance phase, the scope of SAP Support conforms usually to the scope during Mainstream Maintenance. For some releases some restrictions may apply, that is, the scope of SAP Support may be reduced or different.

The duration and the scope of Extended Maintenance are specified individually for each release. For detailed information on the availability, scope and restrictions of Extended Maintenance please check https://support.sap.com/en/release-upgrade-maintenance/maintenance-information/maintenance-strategy/maintenance-phases.html.

Extended Maintenance is an optional offering and requires a separate, additional contract on top of the SAP Support Agreement, if not expressly stated otherwise in this document. Pricing for Extended Maintenance is available upon request.

1.1.3 Customerspecific Maintenance

When the Mainstream Maintenance period ends and no Extended Maintenance is offered, or when the Mainstream Maintenance period ends and the Custome does not take advantage of an existing Extended Maintenance offering, or when the Extended Maintenance period ends, or when the Customer´s Extended Maintenance contract expires, a release enters into Customerspecific Maintenance.

During this phase, the Customer receives support services as in the Mainstream Maintenance phase with some restrictions, that is, the scope of SAP Support is reduced. For detailed information please refer to

https://support.sap.com/release-upgrade-maintenance/maintenance-strategy/phases/customer-specific.html .
Customerspecific Maintenance is covered by the SAP Support Agreement.

For more information, please refer to https://support.sap.com/releasestrategy

1.2. SAP Enterprise Support

1.2.1. **Definitions**

The following definitions only apply to the Section 1.2.

- **“Calendar Quarter”** means the three-months’-period, ending on March 31, June 30, September 30, or December 31 respectively of any given calendar year.
- **“Enterprise Support Solutions”** shall mean all software for which SAP provides SAP Enterprise Support, excluding software to which special support agreements apply exclusively.
- **“Go-Live”** marks the point in time from when, after implementation of the Enterprise Support Solutions or an upgrade of the Enterprise Support Solutions, the Enterprise Support Solutions can be used by Customer for processing real data in live operation mode and for running Customer´s internal business processes as contractually agreed.
- **“Customer Solutions”** shall mean Enterprise Support Solutions and any other software licensed by Customer from third parties .
- “**Customer IT Solution(s)”** shall mean Customer Solution(s) and hardware systems supported by Customer´s IT team.
- **“Production System”** shall mean a live SAP system used for running Customer´s internal business processes and where Customer´s data is recorded.
- **“SAP Software Solution(s)”** shall mean a group of one or multiple Production Systems running Cusomer Solutions and focusing on a specific functional aspect of Customer´s internal business processes. Details and examples can be found on SAP’s Customer Support Website (as specified in SAP Note 1324027 or any future SAP Note that replaces SAP Note 1324027).
- **“Service Session”** shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.
- **“Top Issues”** shall mean software issues and/or failures identified and prioritized jointly by SAP and Customer in accordance with SAP standards which (i) endanger Go-Live of a pre-production system or (ii) have a significant business impact on a Production System.
- **“Local Office Time”** shall mean regular working hours (8.00 a.m. to 6.00 p.m. CEST) during regular working days, in accordance with the applicable public holidays observed by SAP’s registered office and December 24 and 31. With regard to SAP Enterprise Support only, both parties can mutually agree upon a different registered office of one of SAP’s affiliates to apply and serve as reference for the Local Office Time.
- “**SAP’s Customer Support Website**” shall mean SAP’s customer facing support website under http://support.sap.com/.

1.2.2 Scope of SAP Enterprise Support

SAP Enterprise Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Enterprise Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP ‘s current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third party operating systems and databases. Details on SAP’s release strategy and recommendations for technology updates for SAP’s enhancement packages can be found on the SAP Support Website.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Enterprise Support Solutions upgrades, is supported, currently with content, tools and information material.
- SAP provides Customer with up to five days remote support services per calendar year from SAP solution architects
- to assist Customer in evaluating the innovation capabilities of the latest SAP enhancement package and how it may be deployed for Customer´s business process requirements.
- to give Customer guidance in form of knowledge transfer sessions, weighted one day, for defined SAP software/applications or Global Support Backbone components; currently content and session schedules are stated at http://support.sap.com/enterprisesupport. Scheduling, availability and delivery methodology is at SAP’s discretion.
- SAP gives Customer access to guided self-services as part of SAP Solution Manager Enterprise Edition, helping the Customer to optimize technical solution management of selected Enterprise Support Solutions.
- Configuration guidelines and content for Enterprise Support Solutions is usually shipped via SAP Solution Manager Enterprise Edition.
- Best practices for SAP System Administration and SAP Solution Operations for Enterprise Support Solutions.
- SAP configuration and operation content is supported as part of Enterprise Support Solutions.

- Content, tools and process descriptions for SAP Application Lifecycle Management are part of the SAP Solution Manager Enterprise Edition, the Enterprise Support Solutions and/or the applicable Documentation for the Enterprise Support Solutions

Advanced Support for Enhancement Packages and other SAP Software Updates

SAP offers special remote checks delivered by SAP solution experts to analyze planned or existing modifications and identify possible conflicts between Customer custom code and enhancement packages and other Enterprise Support Solutions updates. Each check is conducted for one specific modification in one of Customer´s core business process steps. Customer is entitled to receive two out of the following services per calendar year per SAP Software Solution.

- Modification Justification: Based on Customer´s provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies standard functionality of Enterprise Support Solutions which may fulfill the Customer´s requirements (for details see http://support.sap.com/).
- Custom Code Maintainability: Based on Customer´s provision of SAP required documentation of the scope and design of a planned or existing custom modification in SAP Solution Manager Enterprise Edition, SAP identifies which user exits and services may be available to separate custom code from SAP code.

Global Support Backbone

- SAP's Customer Support Website – the website with SAP's knowledge database and SAP's extranet for knowledge transfer on which SAP makes available content and services to Customer´s and partners of SAP only.
- SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Customer´s can implement into their SAP system. SAP Notes also document related issues, Customer questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- SAP Solution Manager Enterprise Edition – as described in Section 1.2.6.

Mission Critical Support

- Global incident handling by SAP for problems related to Enterprise Support Solutions, including Service Level Agreements for Initial Reaction Time and Corrective Action (for more information refer to Section 1.2.3).
- SAP Support Advisory Center – as described in Section 1.2.4
- Continuous Quality Checks – as described in Section 1.2.5
- Global 24x7 root cause analysis and escalation procedures in accordance with section 1.2.3 below.

- Root Cause Analysis for Custom Code: For Customer custom code built with the SAP development workbench, SAP provides mission-critical support root-cause analysis, according to the Global Message Handling Process and Service Level Agreement stated in Section 1.2.3 applicable for priority “very high” and priority “high” messages. If the Customer custom code is documented according to SAP’s then-current standards (for details see http://support.sap.com/supportstandards)SAP may provide guidance to assist Customer in issue resolution

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to help monitor available resources and collect system status information of the Enterprise Support Solutions (e.g. Early Watch Alert)
- Process descriptions and process content that may be used as preconfigured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Customer´s testing activities
- Content and supplementary tools designed to help increase efficiency, in particular for implementations.
- Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the Enterprise Support Solutions and/or the applicable Documentation for Enterprise Support Solutions and/or SAP’s Customer Support Website):
  - Tools for implementation, configuration, testing, operations and system administration
  - Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.
- Access to guidelines via SAP’s Customer Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP’s Customer Support Website), which provides information about best business practices, service offerings, etc.

1.2.3. Global Incident Handling and Service Level Agreements (SLA)

When Customer reports malfunctions, SAP supports Customer by providing information on how to remedy, avoid and bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Customer may send an incident at any time. All persons involved in the incident resolution process can access the status of the incident at any time. For further details on definition of incident priorities see SAP Note 67739.

In exceptional cases, Customer may also contact SAP by telephone. Contact details are provided in SAP Note 560499. SAP’s support requires that License provide remote access as specified in Section 1.2.7.

The following Service Level Agreements ("SLA" or "SLAs") shall apply to all Customer incidents that SAP accepts as being Priority 1 or 2 and which fulfill the prerequisites specified herein. Such SLAs shall commence in the first full Calendar Quarter following the Effective Date of the Enterprise Support contract.

1.2.3.1. SLA for Initial Response Times

a) **Priority 1 Incidents ("Very High")**

SAP shall respond to Priority 1 incidents within one (1) hour of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incidents. An incident is assigned Priority 1 if the problem has very serious consequences for normal business transactions and urgent, business critical work cannot be performed. This is generally caused by the following circumstances: complete system outage, malfunctions of central SAP functions in the Production System, or Top Issues, and for each circumstance a workaround is not available.

b) **Priority 2 Incidents ("High")**

SAP shall respond to Priority 2 incidents within four (4) hours of SAP's receipt during SAP's Local Office Time of such Priority 2 incidents. An incident is assigned Priority 2 if normal business transactions in a Production System are seriously affected and necessary tasks cannot be performed. This is caused by incorrect or inoperable functions in the SAP system that are required to perform such transactions or tasks.

1.2.3.2. SLA for Corrective Action Response Time for Priority 1 Incidents

SAP shall provide a solution, work around or action plan for resolution ("Corrective Action") of Customer´s Priority 1 incident within four hours of SAP's receipt (twenty-four hours a day, seven days a week) of such Priority 1 incident ("SLA for Corrective Action"). In the event an action plan is submitted to Customeras a Corrective Action, such action plan shall include: (i) status of the resolution process; (ii) planned next steps, including identifying responsible SAP resources; (iii) required Customer actions to support the resolution process; (iv) to the extent possible, planned dates for SAP's actions; and (v) date and time for next status update from SAP. Subsequent status updates shall include a summary of the actions undertaken so far; planned next steps; and date and time for next status update.

The SLA for Corrective Action only refers to that part of the processing time when the incident is being processed at SAP ("Processing Time"). Processing Time does not include the time when the incident is on status "Customer Action" or "SAP Proposed Solution", whereas (a) the status Customer Action means the incident was handed over to Customer; and (b) the status SAP Proposed Solution means SAP has provided a Corrective Action as outlined herein. The SLA for Corrective Action shall be deemed met if within four hours of processing time: SAP proposes a solution, a workaround or an action plan; or if SAP reduces the priority level of the incident after consulting with Customer.

1.2.3.3. Prerequisites and Exclusions

a) **Prerequisites**

The SLAs shall only apply when the following prerequisites are met for incidents:

- In all cases except for Root Cause Analysis for Custom Code under Section 1.2, incidents are related to releases of Enterprise Support Solutions which are classified by SAP with the shipment status “unrestricted shipment”;
- incidents are submitted by Customer in English via the SAP Solution Manager Enterprise Edition in accordance with SAP’s then current incident handling log-in procedure which contain the relevant details necessary (as specified in SAP Note 16018 or any future SAP Note which replaces SAP Note 16018) for SAP to take action on the reported incident;
- incidents are related to a product release of Enterprise Support Solutions which falls into Mainstream Maintenance or Extended Maintenance.

For Priority 1 incidents, especially without being limited to the following additional prerequisites must be fulfilled by Customer:

- The issue and its business impact are described in detail sufficient to allow SAP to assess the issue;
- Customer makes available for communications with SAP, twenty four (24) hours a day, seven (7) days a week, an English speaking contact person with training and knowledge sufficient to aid in the resolution of the Priority 1 incident consistent with Customer´s obligations hereunder; and
- A Customer contact person is provided for opening a remote connection to the system and to provide necessary log-on data to SAP.

b) **Exclusions**

For SAP Enterprise Support in particular the following types of Priority 1 incidents are excluded from the SLAs:

- Incidents regarding a release, version and/or functionalities of Enterprise Support Solutions developed specifically for Customer (including without limitation those developed by SAP Custom Development and/or by SAP subsidiaries) except for custom code built with the SAP development workbench;
- Incidents regarding country versions that are not part of the Enterprise Support Solutions and instead are realized as partner Add-ons, enhancements, or modifications is expressly excluded even if these country versions were created by SAP or an affiliate of SAP
- Support messages where the root cause is not a malfunction, but missing functionality (“development request”) or the support message is ascribed to a consulting request.

1.2.3.4. Service Level Credit

a) SAP shall be deemed to have met its obligations pursuant to the SLAs as stated above by reacting within the allowed time frames in ninety-five percent (95%) of the aggregate cases for all SLAs within a Calendar Quarter. In the event Customer submits less than

twenty (20) incidents (in the aggregate for all SLAs) pursuant to the SLAs stated above in any Calendar Quarter during the Enterprise Support term, Customer agrees that SAP shall be deemed to have met the obligations pursuant to the SLAs stated above if SAP has not exceeded the stated SLA time-frame in more than one incident during the applicable Calendar Quarter.

b) Subject to section a. above, in the event that the timeframes for the SLA's are not met (each a "Failure"), the following rules and procedures shall apply:

- Customer shall inform SAP in writing of any alleged Failure;
- SAP shall investigate any such claims and provide a written report in which SAP states whether Customer claim is justified;
- Customer shall provide reasonable assistance to SAP in its efforts to correct any problems or processes inhibiting SAP's ability to reach the SLAs;
- Except as otherwise provided in this section 1.2.3.4, if such a report shows SAP has committed a culpable noncompliance, Customer is entitled to liquidated damages corresponding to 0.25% of the agreed fee for SAP Enterprise Support for the Calendar Quarter in which the noncompliance occurred. Such liquidated damages are limited in total to 5% of the SAP Enterprise Support fee for the affected Calendar Quarter. These liquidated damages can only be applied as a Service Level Credit ("SLC") to be set off against the next SAP Enterprise Support Services annual maintenance fee. They will not be paid out.
- The parties agree that this limitation reflects to the actual quantum of loss they would normally expect to arise out of a noncompliance. All other claims arising out of a noncompliance, including but not limited to claims for damages, are excluded except in respect of liability for gross negligence, intent, personal injury, and liability under the Swiss Product Liability Act.
- The Customer must notify SAP of any claims within one month after the end of the Calendar Quarter in which the noncompliance occurred by giving written reasoned notice of the claim.

1.2.4. SAP Support Advisory Center

For Priority 1 issues and Top Issues directly related to the Enterprise Support Solutions, SAP shall make available a global unit within SAP's support organization for mission critical support related requests (the "Support Advisory Center"). The Support Advisory Center will perform the following mission critical support tasks:

- Remote support for Top Issues – the Support Advisory Center will act as an additional escalation level, enabling 24X7 root cause analysis for problem identification;
- Continuous Quality Check service delivery planning in collaboration with Customer´s IT, including scheduling and delivery coordination;
- Provide one SAP Enterprise Support report on request per calendar year;
    - Remote primary certification of the SAP Customer Center of Expertise if requested by Customer; and

- Provide guidance in cases in which Continuous Quality Checks (as defined in Section 1.2.5 below), an action plan and/or written recommendations of SAP show a critical status (e.g. a red CQC report) of the Enterprise Support Solutions.

As preparation for the Continuous Quality Check delivery through SAP Solution Manager Enterprise Edition, Customer´s Contact Person and SAP shall jointly perform one mandatory setup service ("Initial Assessment") for the Enterprise Support Solutions. The Initial Assessment shall be based upon SAP standards and documentation.

The designated SAP Support Advisory Center will be English speaking and available to Customer´s Contact Person (as defined below) or its authorized representative twenty-four hours a day, seven days a week for mission critical support related requests. The available local or global dial-in numbers are shown in SAP Note 560499.

The Support Advisory Center is only responsible for the above mentioned mission critical support related tasks to the extent these tasks are directly related to issues or escalations regarding the Enterprise Support Solutions.

1.2.5. SAP Continuous Quality Check

In case of critical situations related to the SAP Software Solution (such as Go Live, upgrade, migration or Top Issues), SAP will provide at least one Continuous Quality Check (the "Continuous Quality Check" or "CQC") per calendar year for each SAP Software Solution.

The CQC may consist of one or more manual or automatic remote Service Sessions. SAP may deliver further CQC's in cases where vital alerts reported by SAP EarlyWatch Alert or in those cases where Customer and the SAP Advisory Center mutually agree that such a service is needed to handle a Top-Issue. Details, such as the exact type and priorities of a CQC and the tasks of SAP and cooperation duties ofCustomer, shall be mutually agreed upon between the parties. At the end of a CQC, SAP will provide Customer with an action plan and/or written recommendations.

SAP expressly states that all or part of the CQC sessions may be delivered by SAP and/or a certified SAP partner acting as SAP's subcontractor and based on SAP's CQC standards and methodologies. Customer agrees to provide appropriate resources, including but not limited to equipment, data, information, and appropriate and cooperative personnel, to facilitate the delivery of CQC's hereunder.

SAP finally states that SAP limits CQC re-scheduling to a maximum of three times per year. Re-scheduling must take place in any case at least 5 working days before the planned delivery date. If Customerfails to follow these guidelines, SAP is not obliged to deliver the yearly CQC to the Customer.

1.2.6. SAP Solution Manager Enterprise Edition under SAP Enterprise Support

1.2.6.1. Use of SAP Solution Manager Enterprise Edition (and its successors as provided by the respective Support contracts) shall be subject to the agreement on the provision and licensed use of the software and is provided for the following purposes only under SAP Enterprise Support: (i) delivery of SAP Enterprise Support and (ii) application lifecycle management for CustomerIT Solutions. Such application lifecycle management is limited solely to the following purposes:

- implementation, configuration, testing, operations, continuous improvement and diagnostics;
- incident management (service desk), problem management and change request management as enabled using SAP CRM technology integrated in SAP Solution Manager Enterprise Edition.
- mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition.
- management of application lifecycle management projects for CustomerIT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Customer.)
- administration, monitoring, reporting and business intelligence as enabled using SAP NetWeaver technology integrated in SAP Solution Manager Enterprise Edition. Business intelligence may also be performed provided the appropriate SAP BI software is licensed by CustomerCustomer as part of the Enterprise Support Solutions.

For application lifecycle management as outlined under section (ii) above, Customer does not require a separate Package license to SAP CRM.

1.2.6.2. Customer is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP Customer´s together with SAP Solution Manager. This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of the SAP Enterprise Support contract.

1.2.6.3. SAP Solution Manager Enterprise Edition may not be used for purposes other than those stated above. Without limiting the foregoing restriction, Customer shall especially without limitation not use SAP Solution Manager Enterprise Edition for (i) CRM scenarios such as opportunity management, lead management, or trade promotion management, except as CRM scenarios are expressly stated in Section 1.2.6.1; (ii) SAP NetWeaver usage types other than those stated above; or (iii) application life-cycle management and in particular incident management (service desk) except for Customer IT Solutions; (iv) non-IT shared services capabilities, including without limitation HR, Finance or Procurement; (v) SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 1.2.6.1; (vi) SAP NetWeaver Gateway, except for the mobile application lifecycle management scenarios within the scope described above in Section 1.2.6.1.

1.2.6.4. SAP – in its sole discretion – may update from time to time on SAP's Customer Support Website under http://support.sap.com/solutionmanager the use cases for SAP Solution Manager Enterprise Edition under this section 1.2.6.

1.2.6.5. SAP Solution Manager Enterprise Edition shall only be used during the term of the Enterprise Support Agreement subject to the licensed rights for the Software and exclusively for Customer´s SAP-related support purposes in support of Customer´s internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Enterprise Support other than those listed above is subject a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Customer shall be entitled to allow any

of its employees to use Web self services in the SAP Solution Manager Enterprise Edition during the term of the SAP Enterprise Support Agreement like creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Customer IT Solutions.

1.2.6.6. In the event Customer terminates SAP Enterprise Support and receives SAP Standard Support in accordance with section 1.2.10, Customer´s use of SAP Solution Manager Enterprise Edition under SAP Enterprise Support shall cease. Thereafter, Customer´s use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Standard Support Agreement.

1.2.6.7. Use of SAP Solution Manager Enterprise Edition may not be offered by Customer as a service to third parties even if such third parties have licensed SAP software; provided, third parties authorized to access the SAP software under the software license agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Customer´s internal business operations under and in accordance with the terms of the Enterprise Support Agreement.

1.2.7 Customer´s Responsibilities

SAP Enterprise Support Program Management

In order to receive SAP Enterprise Support hereunder, Customershall designate a qualified English speaking contact within its SAP Customer Center of Expertise for the Support Advisory Center (the “Contact Person”) and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Customer´s Contact Person shall be Customer´s authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay.

Other Requirements

In order to receive SAP Enterprise Support hereunder, CustomerCustomer must especially without being limited to:

- Hold all necessary licenses for the Customer Solutions;
- Continue to pay all Enterprise Support Service Fees as contractually agreed.
- Otherwise fulfill its obligations under the contracts for the provision and licensed use of Software and the Enterprise Support agreement.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of incident handling. Customer shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process incidents or the country in which they are located. SAP points out that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.2.8 below.
- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis, and the latest SAP Solution Manager Enterprise Edition support packages.

- Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Customer´s productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- Perform the Initial Assessment as described in Section 1.2.4 and implement all the recommendations of SAP classified as mandatory.
- Establish a connection between Customer´s SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Enterprise Support Solutions and Customer's SAP Solution Manager Enterprise Edition installation.
- Customer shall maintain the solution landscape and core business processes in Customer´s SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Customershall document any implementation or upgrade projects in Customer´s SAP Solution Manager Enterprise Edition system.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Customer shall adhere to the applicable documentation.
- Customer agrees to maintain adequate and current records of all modifications and, upon request, promptly provide such records to SAP.
- Customer shall submit all incidents via the then current SAP Support infrastructure as made available by SAP from time to time via updates, upgrades or Add-ons.
- Inform SAP without undue delay of any changes to Customer´s installations and any other information relevant to the Enterprise Support Solutions.

1.2.8. Customer Center of Expertise

1.2.8.1. Role of the Customer Center of Expertise

In order to leverage the full potential value delivered as part of SAP Enterprise Support, Customer is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated by Customer as a central point of contact for interaction with the SAP Support organization.

As a permanent center of expertise, the Customer COE supports Customer's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP. The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.2.8.2. Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Customer support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.

- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Customer and/or any of its affiliates provided such affiliates are entitled to use the Enterprise Support Solutions as contractually agreed. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of Enterprise Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. In addition, the Customer COE shall coordinate the Customer's modification notifications.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Enterprise Support Solutions and the Customer COE within the Customer group of affiliated companies.

v) CQC planning and other remote services planning: Customer regularly engages in a service planning process with SAP. The service planning starts during the initial implementation and will then be continued regularly.

1.2.8.3. Customer COE Certification

Customer must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date; or (ii) within six (6) months after Customer has started using at least one of the Enterprise Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels, is available on SAP's Customer Support Website (http://support.sap.com/ccoe).

1.2.9. Verification

To check the compliance with the terms the contractual agreements, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures especially without being limited to) (i) the correctness of the information Customer provided and (ii) Customer's usage of the Solution Manager Enterprise Edition in accordance with the contractual regulations.

1.2.10 Selection of SAP Standard Support

Notwithstanding Customer's right of termination as set out in the SAP Enterprise Support Agreement and provided Customer is not in default of any obligations under the SAP Enterprise Support Agreement or its agreement for the provision and licensed use of the software, Customer may select SAP Standard Support as follows:

With respect to all agreements for support that are solely on a calendar year renewal basis, effective on the start of a new calendar year, subject to the Minimum Term of Customer's first agreement for SAP Enterprise Support; or

With respect to all agreements for support that are not solely on a calendar year renewal basis, effective on the start of the first renewal period in any calendar year that follows the Minimum Term of Customer's first agreement for SAP Enterprise Support.

Customer shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP Enterprise Support Agreements shall be terminated and replaced effective with the commencement of the SAP Standard Support agreement. Any such selection shall apply to all Enterprise Support Solutions and SAP and Customer shall execute an SAP Standard Support Agreement on SAP's then-current terms and conditions for SAP Standard Support, including without limitation pricing.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Customer pursuant to Support Services provisions stated herein shall strictly apply to all of Customer's SAP software.

So far as SAP offers maintenance service for it, all of Customer's SAP software must be covered by the maintenance service. Customer must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination of SAP Enterprise Support or partial selection of any one type of SAP Support Services by Customer is strictly prohibited.

1.2.11. Special Notice

- Failure to utilize SAP Enterprise Support provided by SAP may prevent SAP from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance for which SAP cannot be held responsible.
- SAP's provision of SAP Support for Third Party Software can require the use of support services provided by the vendor in question. If the vendor does not provide the support services required by SAP, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for maintenance for the Third Party Software concerned. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Enterprise Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
- In the event that Customer is entitled to receive one or more services per calendar year, (i) Customer shall not be entitled to receive such services in the first calendar year if the Effective Date the Enterprise Support agreement is after September 30 and (ii) Customer shall not be entitled to transfer a service to the next year if Customer has not utilized such service.
- SAP Enterprise Support is provided according to the current maintenance phases of SAP software releases as stated in https://support.sap.com/releasestrategy.

1.3. SAP Product Support for Large Enterprises

1.3.2 Definition

The following definitions only apply to this section 1.3:

- **"PSLE Solutions"** shall mean all software for which SAP provides SAP PSLE excluding software to which special support agreements apply exclusively.
- **"Go-Live"** marks the point in time from when, after implementation of Customer's PSLE Solutions or an upgrade of PSLE Solutions, can be used by Customer for processing

real data in live operation mode and for running Customer's internal business processes in accordance with the software license agreement.

- **"Maintenance Base"** shall mean the sum of all maintenance base amounts in all on-premise software Order Forms between SAP and Customer .
- **"Customer Solution"** shall mean PSLE Solutions and any other software licensed by Customer from third parties.
- "**Customer IT Solution(s)**" shall mean Customer Solution(s) and hardware systems supported by Customer's IT team.
- **"Production System"** shall mean a live SAP system used for running internal business processes and where Customer's data is recorded.
- **"SAP Software Solution(s)"** shall mean a group of one or multiple Production Systems running Customer Solutions and focusing on a specific functional aspect of Customer's internal business processes. Details and examples can be found on SAP's Customer Support Website (as specified in SAP Note 1324027 or any future SAP Note that replaces SAP Note 1324027).
- **"SAP Support Services"** shall mean SAP Product Support for Large Enterprises (PSLE), SAP Enterprise Support, or SAP Standard Support.
- "**SAP's Customer Support Website**" shall mean SAP's customer facing support website under http://support.sap.com/.
- **"Top Issues"** shall mean software issues and/or failures identified and prioritized jointly by SAP and Customer in accordance with the SAP standards which (i) endanger the go-live of a pre-production system or (ii) have a significant business impact on a Customer's core Production System.

1.3.2 Scope of SAP Product Support for Large Enterprises

SAP Product Support for Large Enterprises currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed PSLE Solutions, as well as tools and procedures for upgrades.
- Support packages– correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third party operating systems and databases.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.

- Software change management, such as changed configuration settings or PSLE Solution upgrades, is supported for example through content, tools and information material.
- SAP gives Customer access to guided self-services as part of SAP Solution Manager Enterprise Edition to support the technical solution management of particular PSLE Solutions.

Incident Handling

- SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Customers can implement into their SAP system. SAP Notes also document related issues, customer questions and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global incident handling by SAP for problems related to PSLE Solutions (for more information, see section 1.3.3).
- Global 24x7 escalation procedures.

Access to Services Content

- SAP shall provide Customer with access to SAP's remote services methodology. Customer may use this content to perform proactive support services for the PSLE Solutions.

SAP Product Support for Large Enterprises Roadmap Planning

- Up to two times per calendar year, Customer and SAP will perform a joint telephone conference to exchange information about Customer's current or planned global projects to implement or upgrade PSLE Solutions, to review Top-Issues and risk mitigation plans and to discuss quality assurance topics with regard to end-to-end operations of and support for Customer's SAP Software Solutions, and to generally align on collaboration between Customer and SAP in the area of support activities and delivery of SAP Product Support for Large Enterprises services for Customer's SAP Software Solutions.
- Customer can contact the Local Support Manager of SAP to request a scheduling of such telephone conference.
    - If mutually agreed between Customer and SAP, such planning can also take place in the course of an onsite meeting at a mutually agreed location.
    - SAP expressly states that a successful planning requires the support of Customer's Customer Center of Expertise.

SAP Solution Manager Enterprise Edition

For more information refer to section 1.3.4.

Other Components, Methodologies, Content, and Community Participation

- Monitoring components and agents for systems - to help monitor available resources and collect system status information of the PSLE Solutions (such as SAP EarlyWatch Alert)
- Prodess descriptions and process content that may be used as pre-configured test templates and test cases via the SAP Solution Manager Enterprise Edition. In addition the SAP Solution Manager Enterprise Edition assists Customer testing activities:
- Content and supplementary tools to help increase efficiency, in particular for implementations.
- Tools and content for SAP Application Lifecycle Management (shipped via SAP Solution Manager Enterprise Edition and/or the PSLE Solutions and/or the applicable Documentation for the PSLE Solutions and/or SAP's Customer Support Website)
- Tools for implementation, configuration, testing, operations and system administration
- Best practices, guidelines, methodologies, process descriptions and process content. This content supports the usage of the tools for SAP Application Lifecycle Management.
- Access to guidelines via SAP's Customer Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP's Customer Support Website), which provides information about best business practices, service offerings, etc

1.3.3. Global Incident Handling

When Customer reports malfunctions, SAP supports Customer by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Customer may send an incident at any time. All persons involved in the incident resolution process can access the status of a submitted incident at any time.

In exceptional cases, Customer can also contact SAP by telephone. Contact details are provided in SAP Note 560499. SAP's support requires that Customer provides remote access as specified in section 1.3.5.

SAP will commence incident handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met:

- The error must be reported in English and
- Customer must have a suitably skilled English-speaking employee at hand so that Customer and SAP can communicate if SAP assigns the incident to an overseas SAP support center.

If these conditions are not met, SAP may not be able to start or continue the incident handling.

1.3.4. SAP Solution Manager Enterprise Edition under PSLE

1.3.4.1. Use of SAP Solution Manager Enterprise Edition (and its successors as provided by the respective Support contracts) shall be subject to the Software Agreement on the provision and licensed use of the Software and is used solely for the following purposes under SAP PSLE:

a) Delivery of SAP PSLE;

b) Application lifecyle management for Customer IT Solutions. Such application lifecycle management is limited solely to the following purposes:

- Implementation, configuration, testing, operations, continuous improvement, and diagnosis
- Incident management (Service Desk), problem management, and change request management, provided they are supported through the use of the SAP CRM technology that is integrated in SAP Solution Manager Enterprise Edition
- mobile application lifecycle management scenarios using SAP NetWeaver Gateway (or equivalent technology) integrated in SAP Solution Manager Enterprise Edition
- management of application lifecycle management projects for Customer IT Solutions using the project management functionality of SAP Project and Portfolio Management integrated in SAP Solution Manager Enterprise Edition. (However, the portfolio management functionality of SAP Project and Portfolio Management is not in scope of SAP Solution Manager Enterprise Edition and will need to be licensed separately by Customer.)
- administration, monitoring, reporting and enterprise information services (Business Intelligence), provided they are supported through the use of the SAP NetWeaver technology that is integrated in SAP Solution Manager Enterprise Edition. Business Intelligence can also be carried out, provided CustomerCustomer has licensed the corresponding SAP BI Software as part of the PSLE Solutions.

  Customer does not require separate Package licenses for SAP CRM to use the application lifecycle management described in (ii) above.

1.3.4.2. Customer is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP Customer together with SAP Solution Manager This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of the SAP PSLE contract.

1.3.4.3. SAP Solution Manager Enterprise Edition may not be used for any other purposes than those stated herein. Independent of this restriction, Customer shall especially without limitation not use SAP Solution Manager Enterprise Edition for the following:

a) SAP CRM scenarios such as opportunity management, lead management, or trade promotion management except as CRM scenarios are expressly stated in section 1.3.4.1.

b) SAP NetWeaver usage types other than those stated above

c) application lifecyle management and in particular, Incident Management (Service Desk), except for Customer IT Solutions

d) non-IT shared services capabilities, including without limitation HR, Finance, or Procurement.

e) SAP Project and Portfolio Management including but not limited to portfolio management or project management other than management of application lifecycle management projects as described above in Section 1.3.4.1

f) SAP NetWeaver Gateway including but not limited to the SAP NetWeaver Gateway design time except the mobile application lifecycle management scenarios with the scope as described above in Section 1.3.4.1

1.3.4.3. SAP – in its sole discretion – may update the use cases for SAP Solution Manager Enterprise Edition exclusively at its own discretion on SAP's Customer Support Website under http://support.sap.com/solutionmanager.

1.3.4.5. SAP Solution Manager Enterprise Edition shall only be used during the term of the PSLE Agreement subject to the licensed rights for the Software and exclusively for Customer SAP- related support purposes in support of Customer internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP PSLE other than those above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. Customer shall be entitled to allow any of its employees to use Web self services in the SAP Solution Manager Enterprise Edition during the term of the SAP PSLE Agreement, like creating support tickets, requesting support ticket status, ticket confirmation and change approvals directly related to Customer IT Solutions.

1.3.4.6. In the event Customer terminates SAP PSLE and receives SAP Enterprise Support or SAP Standard Support in accordance with section 1.3.9, Customer use of SAP Solution Manager Enterprise Edition shall be governed by the terms and conditions of the SAP Enterprise Support Agreement or the SAP Standard Support Agreement as applicable.

1.3.4.6. Use of SAP Solution Manager Enterprise Edition may not be offered by Customeras a service to third parties, even if such third parties have licensed SAP software; provided, third parties authorized to access the SAP software under the software license agreement may have access to SAP Solution Manager Enterprise Edition solely for SAP-related support purposes in support of Customerinternal business operations under and in accordance with the terms of the SAP PSLE Agreement.

1.3.5. Customer Responsibilities

SAP Product Support for Large Enterprises Program Management

In order to receive SAP Product Support for Large Enterprises services, Customershall fulfill the following requirements:

Customershall designate a qualified English speaking contact within its SAP Customer Center of Expertise (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. CustomerContact Person shall be Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay.

1.3.5.1. Other Requirements

In order to receive SAP Product Support for Large Enterprises hereunder, Customermust:

- Hold all necessary licenses for the Customer Solution
- Continue to pay all SAP Product Support for Large Enterprise Service Fees as contractually agreed.
- Otherwise fulfil its obligations under the contracts for the provision and licensed use of the Software and the SAP PSLE agreement.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote problem analysis as part of incident handling. Customer shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process support incidents or the country in which they are located. Customer acknowledges that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.
- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.3.6 below.
- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition system, with the latest patch levels for Basis and the latest SAP Solution Manager Enterprise Edition support packages.
- Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Customer's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- Establish a connection between Customer's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the PSLE Solutions and Customer's SAP Solution Manager Enterprise Edition installation.
- Customer shall maintain the solution landscape and core business processes in Customer's SAP Solution Manager Enterprise Edition system for all Production Systems and systems connected to the Production Systems. Customer shall document any implementation or upgrade projects in Customer's SAP Solution Manager Enterprise Edition system.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Customer shall follow all guidelines in the documentation.
- Customer agrees to maintain adequate and current records of all modifications and, if requested, promptly provide such records to SAP.
- Customer shall report all incidents by means of the current SAP Support infrastructure, which SAP makes available in the form of updates, upgrades, or Add-ons.
- Inform SAP without undue delay of any changes to Customer's installations and any other information relevant to the PSLE Solutions.

1.3.6. Customer Center of Expertise

1.3.6.1. Role of the Customer Center of Expertise

In order to leverage the full potential value delivered as part of SAP Product Support for Large Enterprises, Customer is required to establish a Customer Center of Expertise ("Customer Center of Expertise", or "Customer COE"). The Customer COE is designated

by Customer as a central point of contact for interaction with the SAP support organization. As a permanent center of expertise, the Customer COE supports Customer's efficient implementation, innovation, operation and quality of business processes and systems related to the SAP Software Solution based on the Run SAP methodology provided by SAP. The Customer COE should cover all core business process operations. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.3.6.2. Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Customer support process and skills will be jointly reviewed in the framework of the service planning process and the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Customer and/or affiliates provided such affiliates are entitled to use the PSLE Solutions as contractually agreed. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of PSLE Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Customer's modification notification.

w) Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about PSLE Solutions and the Customer COE within Customer's group of affiliated companies.

1.3.6.3. Customer COE Certification

If Customer has not established a certified Customer COE by the Effective Date of the PSLE contract, Customer must establish a certified Customer COE at the latest by the time one of the following two events occurs at the latest: (i) within twelve (12) months after the Effective Date of the PSLE contract; or (ii) at the latest six (6) months after Customer has gone live with at least one of the PSLE solutions in normal business operations. To obtain the valid primary Customer COE certification (Primary Customer COE Certification) or re-certification (Re-Certification) by SAP, the Customer COE undergoes an audit procedure that covers the basic functions (primary certification). Customer has the option of obtaining an advanced certification of his Customer COE. Detailed information about the process and conditions for Primary Certification and Re-Certification as well as available certification levels are available on SAP's Customer Support Website (http://support.sap.com/ccoe).

1.3.7. Verification

To check the compliance with the contractually agreed terms, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) whether Customer is eligible to receive SAP Product Support for Large Enterprises; (ii) the correctness of the information provided by Customer; and (ii)

Customer's usage of the Solution Manager Enterprise Edition in accordance with the contractual regulations. If at any point during the term of the SAP PSLE agreement SAP determines that Customer has fallen below either the Maintenance Threshold or License Threshold defined in Section 1.3.8, Section 1.3.8 shall apply accordingly.

1.3.8. Revenue Thresholds

a) Customer shall be eligible to receive SAP Product Support for Large Enterprises from the date at which Customer informs SAP in writing about the meeting of both of the following criteria:

the aggregate of the overall yearly expenditure of Customer and all Customer Affiliates on the following exceeds or is equal to CHF 5'000'000 (the "**Maintenance Threshold**"):

b) SAP Enterprise Support, whereas, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of seventeen percent (17%) times the applicable Maintenance Base, irrespective of the then current SAP Enterprise Support Factor in effect,

c) SAP Product Support for Large Enterprises (currently 17%) times the applicable Maintenance Base

d) SAP Standard Support, for which, for the purposes of this paragraph, the annual fees are defined as follows: 17% of Maintenance Base for each contract, irrespective of the then current SAP Standard Support Factor in effect,

e) Maintenance for software licensed from Business Objects; and

f) MaxAttention; and

g) SAP Preferred Care, on-premise edition for SAP Enterprise Support or SAP Preferred Care, on-premise edition for SAP Product Support for Large Enterprises whereas, for purposes of this paragraph, yearly expenditures shall be deemed to be the product of two percent (2%) times the applicable Maintenance Base.

h) the Maintenance Base exceeds or is equal to CHF 30'000'000 (the "**License Threshold**").

SAP Cloud Services Fees Eligibility. If Customer has an active order form(s) or agreements for one or more eligible SAP on demand services listed on http://support.sap.com/extensionpolicy ("SAP Cloud Services") with SAP and/or with affiliated company of SAP SE registered in the same country as SAP and the SAP Cloud Services term of each such agreement is not less than five (5) years, Customer may apply up to forty percent (40%) of Customer's annual SAP Cloud Services fees due under each such agreement toward meeting the Maintenance Threshold set forth in subsection (i) above.

During the term of the SAP PSLE agreement, Customer shall be responsible for informing SAP if Customer does not meet the Maintenance Threshold and/or the License Threshold. Upon Customer's request, SAP will assist Customer in this determination. If Customer falls below either or both of these thresholds, Customer shall inform SAP thereof immediately and from the date Customer falls below the Maintenance Threshold and/or the Customer Threshold, the following applies:

a) The SAP PSLE Factor for Customer's and Customer's Affiliates' PSLE Solutions which has been contractually agreed between SAP and Customer is replaced by the then current SAP Enterprise Support Factor according to SAP's then current List of Prices and Conditions;

b) The scope of SAP's support shall remain as defined in Section 1.3.2 above;

c) The SAP PSLE Factor for any additional purchases of software licenses subsequent to falling below the Maintenance Threshold and/or the License Threshold will be the then-current SAP Enterprise Support Factor according to SAP's then current List of Prices and Conditions;

Customer may select SAP Enterprise Support or SAP Standard Support in accordance with SAP's then current terms and the provisions.

In either case, SAP and Customer shall execute a respective change agreement to this effect.

In addition, the following applies: If on the day of or prior to falling below the Maintenance Threshold or the License Threshold, Customer informs SAP that it is migrating to SAP Standard Support or SAP Enterprise Support, Customer is entitled to continue using SAP Product Support for Large Enterprises at the SAP PSLE Factor currently agreed with the Customer, until such time as the migration has been contractually agreed but in total only for a maximum of three (3) months, after which the factors specified in section b.(a) above will apply.

Customer is not eligible for SAP PSLE services:

a) during the period between meeting the criteria under section a. and the date at which SAP receives written notice from Customer that Customer meets these criteria; and

b) during the period between the date at which Customer falls below the criteria under section a. and the date at which Customer informs accordingly, in the case where Customer only informs SAP of its failure to meet the criteria after the date at which Customer fell short of these criteria.

c) Customer shall not receive any refund, including, but not limited to, previously paid maintenance fees, e.g. fees paid for SAP Enterprise Support.

1.3.9. Selection of SAP Standard Support or SAP Enterprise Support

Notwithstanding Customer's right of termination as set out in the SAP PSLE Agreement and provided Customer is not in default of any obligations under the SAP PSLE Agreement or its agreement for the provision and licensed us of the software, Customer may select either SAP Enterprise Support or SAP Standard Support in accordance with the following provisions:

- Customer may select **SAP Enterprise Support** either (i) with respect to all agreements for support that are solely on a calendar year renewal basis effective on the beginning of any calendar month or (ii) with respect to all agreements for support that are not solely on a calendar year renewal basis, effective on any monthly anniversary of the renewal date of such agreement. Customer shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP PSLE Support agreements shall be terminated and

replaced effective with the commencement of the SAP Enterprise Support agreement. Any such selection shall apply to all PSLE Solutions and SAP and Customer shall execute an SAP Enterprise Support agreement on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing.

- Customer may select **SAP Standard Support** either (i) with respect to all agreements for support that are solely on a calendar year renewal basis, effective on the start of a new calendar year, subject to the Minimum Term of Customer's first agreement for SAP PSLE; or (ii) with respect to all agreements for support that are not solely on a calendar year renewal basis, effective on the start of the first renewal period in any calendar year that follows the Minimum Term of Customer's first agreement for SAP PSLE. Customer shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP PSLE Support agreements shall be terminated and replaced effective with the commencement of the SAP Standard Support agreement. Any such selection shall apply to all PSLE Solutions and SAP and Customer shall execute an SAP Standard Support agreement on SAP's then current terms and conditions for SAP Standard Support, including without limitation pricing.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Customer pursuant to Support Services selection provisions stated herein shall strictly apply to all of Customer's SAP software.

So far as SAP offers maintenance service for it, all of Customer's SAP software must be covered by the maintenance service. Customer must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination of SAP PSLE or partial selection of any one type of SAP Support Services by Customer is not permitted.

1.3.10. Special Notice

- Failure to utilize SAP Product Support for Large Enterprises provided by SAP may prevent SAP from being able to identify and assist in the correction of potential problems which, in return could result in unsatisfactory software performance for which SAP cannot be held responsible.
- SAP's provision of SAP Support for Third Party Software can require the use of support services provided by the vendor in question. If the vendor does not provide the support services required by SAP, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for maintenance for the Third Party Software concerned. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Product Support for Large Enterprises. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.

- SAP Product Support for Large Enterprises is provided according to the current maintenance phases of SAP software releases as stated in http://support.sap.com/releasestrategy.

1.4. SAP Standard Support

1.4.1 Definitions

The following definitions only apply to this section 1.4:

- **"Production System"** shall mean a live SAP system used for running Customer's internal business operations and where Customer's data is recorded.
- **"Service Session"** shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self service or fully automated.
- **"Standard Support Solutions"** shall mean all software for which SAP provides SAP Standard Support, excluding software to which special support agreements apply exclusively.
- **"SAP's Customer Support Website"** shall mean SAP's customer facing support website under http://support.sap.com/.

1.4.2. Scope of SAP Standard Support

SAP Standard Support currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions, as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- For releases of the SAP Business Suite 7 core applications (starting with SAP ERP 6.0 and with releases of SAP CRM 7.0, SAP SCM 7.0, SAP SRM 7.0 and SAP PLM 7.0 shipped in 2008), SAP may provide enhanced functionality and/or innovation through enhancement packages or by other means as available. During mainstream maintenance for an SAP core application release, SAP's current practice is to provide one enhancement package or other update per calendar year.
- Technology updates to support third party operating systems and databases.
- Technology updates to support third party operating systems and databases.
- Available ABAP source code for SAP software applications and additionally released and supported function modules.
- Software change management, such as changed configuration settings or Standard Support Solutions upgrades, is supported, currently for example with content, tools and information material.

Incident Handling

- SAP Notes on SAP's Customer Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that **Customer**s can implement into their SAP system. SAP Notes also document related issues, customer questions, and recommended solutions (e.g. customizing settings).
- SAP Note Assistant - a tool to install specific corrections and improvements to SAP components.
- Global Incident handling by SAP for problems related to Standard Support Solutions. When **Customer** reports malfunctions, SAP supports **Customer** by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. **Customer** may send an incident at any time. All persons involved in the incident resolution process can access the status of a submitted incident at any time. In exceptional cases, **Customer** may also contact SAP by telephone. Contact details are provided in SAP Note 560499. SAP's support requires that **Customer** provides remote access as specified in Section 1.4.3 . SAP will commence Incident handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the following conditions are met: (i) The error must be reported in English and (ii) **Customer** must have a suitably skilled English-speaking employee at hand so that **Customer** and SAP can communicate if SAP assigns the incident to an overseas SAP support center. If either or both of these conditions are not fulfilled, SAP may not be able to start Incident handling or to continue Incident handling until these conditions are fulfilled.
- Global 24x7 escalation procedures.

Remote Services

- SAP Standard Support currently includes a choice of one of the following remote services per live installation per calendar year:
- One GoingLive Check for e. g if the customer decides to implement new SAP software and use it productively;
- One GoingLive Upgrade Check for an upgrade to a higher release; or
- One GoingLive OS/DB Migration Check. This OS/DB Migration Check assists the Customer in preparing for a migration of an operating system or database. Migration is the responsibility of the Customer.
- In case of vital alerts reported by SAP EarlyWatch® Alert, up to two (2) SAP EarlyWatch® Checks may be performed per calendar year for a production system if required.
- A service can consist of one or more Service Sessions.
- In order to meet the requested delivery date for a remote service, the service has to be ordered at least two months in advance of the desired remote service delivery date. The right to services only exists for a specific installation and is not transferable to other installations.
- Further information and detail about individual SAP services can be found on SAP's Customer Support Website at http://support.sap.com/standardsupport.

SAP Solution Manager Enterprise Edition under SAP Standard Support

- Use of SAP Solution Manager Enterprise Edition (and any successor to SAP Solution Manager Enterprise Edition provided hereunder) shall be subject to the agreement on the provision and licensed use of the software and is for the following purposes only under SAP Standard Support: (i) delivery of SAP Standard Support, including delivery and installation, upgrade, and maintenance of Standard Support Solutions and (ii) re-active support upon request from **Customer**, including without limitation application of break fixes (e.g. patches, notes, etc.) and root cause analysis for Standard Support Solutions and (iii) management of Standard Support Solutions (including management of the integration, if available, of SAP Standard Support Solutions with SAP Cloud services) using only those scenarios which are defined on SAP's Customer Support Website under http://support.sap.com/solutionmanager. SAP in its sole discretion – may update from time to time on SAP's Customer Support Website under http://support.sap.com/solutionmanager the use cases for SAP Solution Manager Enterprise Edition under SAP Standard Support.
- SAP Solution Manager Enterprise Edition shall only be used for SAP Standard Support during the term of the Standard Support agreement subject to the licensed rights for the Software and exclusively for **Customer**'s SAP-related support purposes in support of **Customer**'s internal business operations. The right to use any SAP Solution Manager Enterprise Edition capabilities under SAP Standard Support other than those listed above is subject to a separate written agreement with SAP, even if such capabilities are accessible through or related to SAP Solution Manager Enterprise Edition. SAP Solution Manager must explicitly not be used for third party applications not licensed via SAP or any other components or IT assets operated in conjunction with SAP software

- In the event **Customer** terminates SAP Standard Support and receives SAP Enterprise Support in accordance with Section 1.4.6, **Customer**'s use of SAP Solution Manager shall be governed by the terms and conditions of the SAP Enterprise Support Agreement.
- **Customer** is entitled to use those SAP databases which are listed on SAP's Customer Support Website that are generally available to all SAP **Customer**s together with SAP Solution Manager This runtime license is limited to the use of the relevant database as underlying database of the SAP Solution Manager and limited to the term of the Standard Support Agreement(s).

Other Components, Content and Community Participation

- Monitoring components and agents for systems to help monitor available resources and collect system status information of the Standard Support Solutions (e.g. SAP Early Watch Alert).
- Administrative integration of distributed systems through SAP Solution Manager Enterprise Edition for the purposes of Sap EarlyWatch Alert.
- Content and supplementary tools designed to help increase efficiency, in particular for implementations.
- Access to guidelines via SAP's Customer Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP's Customer Support Website), which provides information about best business practices, service offerings, etc.

1.4.3. Customer's Responsibilities

SAP Standard Support Program Management

In order to receive SAP Standard Support hereunder, Customer shall designate a qualified English speaking contact within its Customer COE (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Customer's Contact Person shall be Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay.

Other Requirements

Furthermore, Customer must especially without being limited to:

- Hold all necessary licenses for the Standard Support Solutions.
- Continue to pay all Standard Support Service Fees as contractually agreed.
- Otherwise fulfill its obligations under the contracts for the provision and licensed use of Software and the Standard Support agreement.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of

issues as part of incident handling. Customer shall grant such remote access without restriction regarding the nationality of the SAP employee(s) who process incidents or the country in which they are located. SAP points out that failure to grant access may lead to delays in incident handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services. For more details, see SAP Note 91488.

- Establish and maintain an SAP certified Customer COE meeting requirements specified in Section 1.4.4 below.
- Have installed, configured and be using productively, an SAP Solution Manager Enterprise Edition Software system, with the latest patch levels for Basis and the latest SAP Solution Manager Enterprise Edition support packages.
- Activate SAP EarlyWatch Alert for the Production Systems and transmit data to Customer's productive SAP Solution Manager Enterprise Edition system. See SAP Note 1257308 for information on setting up this service.
- Establish a connection between Customer's SAP Solution Manager Enterprise Edition installation and SAP and a connection between the Standard Support Solutions and Customer's SAP Solution Manager Enterprise Edition installation.
- Customer shall maintain the solution landscape and core business processes in Customer's SAP Solution Manager Enterprise Edition system at least for the Production Systems and systems connected to the Production Systems. Customer shall document any implementation or upgrade projects in Customer's SAP Solution Manager Enterprise Edition system.
- To fully enable and activate the SAP Solution Manager Enterprise Edition, Customer shall adhere to all guidelines in the applicable documentation.
- Customer agrees to maintain adequate and current records of all modifications and, if needed, promptly provide such records to SAP.
- Submit all incidents via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or Add-ons.
- Inform SAP without undue delay of any changes to Customer's installations and any other information relevant to the Standard Support Solutions.

1.4.4. Customer Center of Expertise

1.4.4.1. Role of the Customer COE

The Customer Center of Expertise ("Customer COE") is designated by Customer as a central point of contact for interaction with the SAP support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.4.4.2 Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a

week). Customer support process and skills will be reviewed in the framework of the service planning process and the certification audit.

- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from the Customer and/or any of its affiliates provided such affiliates are entitled to use the Standard Support Solutions as contractually agreed. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary modification of the Standard Support Solutions and to ensure that planned modifications are in alignment with the SAP software and release strategy. The Customer COE shall also coordinate Customer's modification notification and disclosure requirements.
- Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Standard Support Solutions and the Customer COE within the Customer's group of affiliated companies.
- Remote Service Planning: coordination of remote service delivery with SAP

1.4.4.3. Customer COE Certification

If Customer does not already have a certified Customer COE upon the Effective Date, Customer must establish a certified Customer COE upon the later to occur of the following: (i) within twelve (12) months after the Effective Date, or (ii) within six (6) months after Customer has started using at least one of the Standard Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available on SAP's Customer Support Website at http://support.sap.com/ccoe.

1.4.5. Fees for SAP Standard Support

SAP Standard Support Fees are agreed in the Support Agreements.

1.4.6. Verification

To check the compliance with the terms the contractual agreements, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures especially without being limited to:

the correctness of the information provided by Customer and

Customer's usage of the Solution Manager Enterprise Edition in accordance with in accordance with the contractual regulations.

1.4.7. Selection of SAP Enterprise Support

Notwithstanding Customer's right of termination as set out in the Standard Support Agreement and provided Customer is not in default of any obligations under the Standard Support Agreement or its agreement for the provision and licensed use of the software, Customer may select SAP Enterprise Support in accordance with the following provisions:

- with respect to all agreements for support that are solely on a calendar year renewal basis effective on the beginning of any calendar month, or
- with respect to all agreements for support that are not solely on a calendar year renewal basis, effective on the any monthly anniversary of the renewal date of such agreement.

Customer shall make such selection by giving to SAP three (3) months' written notice thereof. The notice is deemed to be given at the time it is received by SAP. All existing SAP Standard Support agreements shall be terminated and replaced effective with the commencement of the SAP Enterprise Support agreement. Any such selection shall apply to all Standard Support Solutions and SAP and Customer shall execute an SAP Enterprise Support agreement on SAP's then-current terms and conditions for SAP Enterprise Support, including without limitation pricing.

For the avoidance of any doubt, selection to enroll in another type of SAP Support Services by Customer pursuant to Support Services selection provisions stated herein shall strictly apply to all of Customer's SAP software.

So far as SAP offers maintenance service for it, all of Customer's SAP software must be covered by the maintenance service. Customer must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination of SAP Standard Support or partial selection of any one type of SAP Support Services by Customer is strictly prohibited.

1.4.8. Special Notice

- In the event that Customer is entitled to receive one or more services per calendar year, (i) Customer shall not be entitled to receive such services in the first calendar year if the Effective Date of the SAP Standard Support contract is after September 30 and (ii) Customer shall not be entitled to transfer a service to the next year if Customer has not utilized such service.
- Failure to utilize SAP Standard Support provided by SAP may prevent SAP from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance for which SAP cannot be held responsible.
- SAP's provision of SAP Support for Third Party Software can require the use of support services provided by the vendor in question. If the vendor does not provide the support services required by SAP, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for maintenance for the Third Party Software concerned. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Standard Support. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee. If the licensing agreement between SAP and a third party vendor is terminated, support for this vendor's Third Party Software will be provided through SAP according to the defined support processes until the end of the wind-down period agreed upon between SAP and the third party vendor. If the vendor does not provide the support services required by SAP any more, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination of the contractual relationship for support for the third party software concerned.

- SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in http://support.sap.com/releasestrategy.

1.5. SAP Standard Support for SAP Business One

1.5.1 Definitions

"**Production System**" shall mean a live SAP system used for running Customer's internal business operations and where Customer's data is recorded.

"**Service Session**" shall mean a sequence of support activities and tasks carried out remotely to collect further information by interview or by analysis of a Production System resulting in a list of recommendations. A Service Session could run manually, as a self-service or fully automated.

1.5.2 Scope of SAP Standard Support for Business One

Customer may request and SAP shall provide, to such degree as SAP makes such services generally available in the Territory, SAP Standard Support services for SAP Business One. SAP Standard Support for SAP Business One currently includes:

Continuous Improvement and Innovation

- New software releases of the licensed Standard Support Solutions as well as tools and procedures for upgrades.
- Support packages - correction packages to reduce the effort of implementing single corrections. Support packages may also contain corrections to adapt existing functionality to changed legal and regulatory requirements.
- Technology updates to support third-party operating systems and databases.
- Remote support platform for SAP Business One (RSP) as collaborative infrastructure for the delivery of remote support and remote services.

Message Handling

- SAP Notes on the SAP Support Website document software malfunctions and contain information on how to remedy, avoid and bypass errors. SAP Notes may contain coding corrections that Customers can implement into their SAP system. SAP Notes also document related issues, Customer questions, and recommended solutions (e.g. customizing settings).
- Global message handling by SAP for problems related to Standard Support Solutions. When Customer reports malfunctions, SAP supports Customer by providing information on how to remedy, avoid or bypass errors. The main channel for such support will be the support infrastructure provided by SAP. Customer may send an error message at any time. All persons involved in the message solving process can access the status of the message at any time. In exceptional cases, Customer may also contact SAP by telephone. For such contact (and as otherwise provided) SAP requires that Customer provides remote access as specified in Section 1.5.3
- SAP will commence message handling on errors of very high priority (for a definition of priorities, see SAP Note 67739) within 24 hours, 7 days a week provided that the

following conditions are met: (i) The error must be reported in English and (ii) Customer must have a suitably skilled English-speaking employee at hand so that Customer and SAP can communicate if SAP assigns the problem message to an overseas SAP support center. If either or both of these conditions are not fulfilled, SAP may not be able to start message handling or to continue message handling until these conditions are fulfilled.

Other Components, Methodologies, Content and Community Participation

- Monitoring components and agents for systems to monitor available resources and collect system status information of the Standard Support Solutions (e.g. RSP).
- Access to guidelines via the SAP Support Website, which may include implementation and operations processes and content designed to help reduce costs and risks.
- Participation in SAP's customer and partner community (via SAP Support Website), which provides information about best business practices, service offerings, etc.

1.5.3. Customer's Responsibilities

SAP Standard Support Program Management

In order to receive SAP Standard Support for SAP Business One hereunder, Customer shall designate a qualified English speaking contact within its SAP Customer Center of Expertise ("Customer COE") (the "Contact Person") and shall provide contact details (in particular e-mail address and telephone number) by means of which the Contact Person or the authorized representative of such Contact Person can be contacted at any time. Customer's Contact Person shall be Customer's authorized representative empowered to make necessary decisions for Customer or bring about such decision without undue delay.

Other Requirements

Customer must further satisfy the following requirements:

- Continue to pay all Standard Support Fees for SAP Standard Support for SAP Business One.
- Otherwise fulfill its obligations under the Software Agreements.
- Provide and maintain remote access via a technical standard procedure as defined by SAP and grant SAP all necessary authorizations, in particular for remote analysis of issues as part of message handling. Such remote access shall be granted without restriction regarding the nationality of the SAP employee(s) who process support messages or the country in which they are located. Customer acknowledges that failure to grant access may lead to delays in message handling and the provision of corrections, or may render SAP unable to provide help in an efficient manner. The necessary software components must also be installed for support services.
- Make available to SAP Support organization a backup of the productive SAP Business One database whenever the processing of a support message requires in-house investigation. Partner is responsible to obtain the consent to a hand over from individuals whose personal data is stored in such database.

- Establish and maintain an SAP certified Customer COE meeting the requirements specified in Section 1.5.4.
- Activate RSP for the Production Systems and transmit data to SAP Backend systems.
- Submit all error messages via the then current SAP support infrastructure as made available by SAP from time to time via updates, upgrades or add-ons.
- Inform SAP without undue delay of any changes to Customer's installations and Named Users and all other information relevant to the Standard Support Solutions.

1.5.4. Customer Center of Expertise

1.5.4.1. Role of the Customer COE

The Customer COE is designated by Customer as a central point of contact for interaction with the SAP support organization. SAP recommends starting the implementation of the Customer COE as a project that runs in parallel with the functional and technical implementation projects.

1.5.4.2. Basic Functions of the Customer COE

The Customer COE must fulfill the following basic functions:

- Support Desk: Set-up and operation of a support desk with a sufficient number of support consultants for infrastructure/application platforms and the related applications during regular local working hours (at least 8 hours a day, 5 days (Monday through Friday) a week). Customer support process and skills will be reviewed in the framework of the certification audit.
- Contract administration: Contract and license processing in conjunction with SAP (license audit, maintenance billing, release order processing, user master and installation data management).
- Coordination of innovation requests: Collection and coordination of development requests from Customer and/or affiliates provided such affiliates are entitled to use the Standard Support Solutions under the Software Agreement. In this role the Customer COE shall also be empowered to function as an interface to SAP to take all action and decisions needed to avoid unnecessary customization of Standard Support Solutions and to ensure that planned customizations are in alignment with the SAP software and release strategy. Information management: Distribution of information (e.g. internal demonstrations, information events and marketing) about Standard Support Solutions and the Customer COE within Customer's organization.

1.5.4.3. Customer COE Certification

If Customer does not already have a certified Customer COE upon the Effective Date, Customer must establish a certified Customer COE upon the later to occur of the following:

i. within twelve (12) months after the Effective Date, or

ii. (ii) within six (6) months after Customer has started using at least one of the Standard Support Solutions in live mode for normal business operations. To obtain the then-current primary Customer COE certification or re-certification by SAP, the Customer COE undergoes an audit procedure.

For the avoidance of doubt the Customer COE for SAP Business One program is a product-specific program which meets the specific needs of the SAP Business One eco-system, it is independent from other Customer COE programs offered by SAP for other customer groups and/or other SAP products. Detailed information on the initial certification and re-certification process and conditions, as well as information on the available certification levels is available on SAP Support Website at https://support.sap.com/ccoe .

1.5.5. Verification

To check the compliance with the terms of this Schedule, SAP shall be entitled to periodically monitor (at least once annually and in accordance with SAP standard procedures) (i) the correctness of the information provided by Customer.

1.5.6. Other Terms and Conditions

- So far as SAP offers maintenance service for it, all of Customer's SAP software must be covered by the maintenance service. Customer must always have all of its installations of the Software fully maintained or terminate the maintenance service completely. Partial termination of SAP Standard Support for SAP Business One or partial selection of any one type of SAP Support Services by Customer is strictly prohibited
- Failure to utilize sap standard support for sap business one provided by sap may prevent sap from being able to identify and assist in the correction of potential problems which, in turn, could result in unsatisfactory software performance for which sap cannot be held responsible.
- SAP's provision of SAP Support for Third Party Software can require the use of support services provided by the vendor in question. If the vendor does not provide the support services required by SAP, SAP has the right to give reasonable notice of at least three months effective at the end of a calendar quarter of extraordinary and partial termination on the contractual relationship for maintenance for the Third Party Software concerned. Customer may be required to upgrade to more recent versions of its operating systems and databases to receive SAP Standard Support for SAP Business One. If the respective vendor offers an extension of support for its product, SAP may offer such extension of support under a separate written agreement for an additional fee.
- SAP Standard Support is provided according to the current maintenance phases of SAP software releases as stated in http://support.sap.com/releasestrategy.